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FIRST SUPPLEMENTAL TRUST INDENTURE

between

LAKE CENTRAL MULTI-DISTRICT SCHOOL BUILDING CORPORATION



Thomas Peterson

*65.00 per
#23549*

FIRST SUPPLEMENTAL TRUST INDENTURE

THIS FIRST SUPPLEMENTAL TRUST INDENTURE, executed and dated as of the fifteenth day of April, 2002 (the "First Supplemental Indenture"), supplementing the Trust Indenture dated as of May 1, 1992 (the "Original Indenture"), by and between Lake Central Multi-District School Building Corporation, a corporation organized and existing under the laws of the State of Indiana (hereinafter called the "Corporation"), and Mercantile National Bank of Indiana, a banking and financial institution incorporated under the laws of the United States of America having its principal corporate trust office in the City of Hammond, Indiana (hereinafter called the "Trustee") (the Original Indenture as supplemented by the First Supplemental Indenture and as further supplemented and amended from time to time is referred to as the "Indenture").

WITNESSETH:

WHEREAS, the Original Indenture was recorded on June 10, 1992, in the Recorder's Office of Lake County as Instrument Number 92037223; and

WHEREAS, pursuant to the Original Indenture the Corporation has authorized, sold and delivered \$19,460,000 in aggregate principal amount of Lake Central Multi-District School Building Corporation First Mortgage Refunding Bonds, Series 1992 (the "1992 Bonds"), \$13,290,000 of which are now outstanding; and

WHEREAS, the 1992 Bonds were issued to advance refund (i) the Corporation's First Mortgage Bonds, Series A, dated February 15, 1989, which were originally issued to finance the cost of the renovation and improvements to the Bibich Elementary School and Peifer Elementary School buildings identified in the Lease by the Corporation to the Lake Central School Corporation (the "School Corporation"), dated as of January 20, 1989, as amended by an Amendment to Lease dated as of June 6, 1992 (as amended, the "1989A Lease", (ii) the First Mortgage Bonds, Series B, dated May 15, 1989, which were originally issued to finance the cost of the renovation and improvements to the Watson Elementary School building identified in the Lease by the Corporation to the School Corporation, dated as of April 17, 1989, as amended by an Amendment to Lease dated as of June 6, 1992 (as amended, the "1989B Lease") and (iii) the First Mortgage Bonds, Series 1990, dated July 15, 1990, which were originally issued to finance the cost of the renovation and improvements to the Homan Elementary School building identified in the Lease by the Corporation to the School Corporation, dated as of January 15, 1990, as amended by an Amendment to Lease dated as of August 6, 1990 and a Second Amendment to Lease, dated as of June 6, 1992 (as amended, the "1990 Lease") (The 1989A Lease and 1989B Lease and 1990 Lease are collectively hereinafter referred to as the "Leases" or the "Lease"); and

WHEREAS, the Original Indenture provides in Section 2.07 thereof that the Corporation may issue Additional Bonds (as defined in the Original Indenture) to finance a refunding of all or a portion of the 1992 Bonds, which Additional Bonds are to be secured under the Indenture provided

that the Additional Bonds are limited to amounts which can be repaid, along with all other Bonds outstanding under the Indenture, from lease rentals paid by the School Corporation pursuant to the Leases; and

WHEREAS, the Corporation has, by due corporate action, determined to borrow the sum of \$15,140,000 in principal amount and to execute and issue therefor its First Mortgage Refunding Bonds, Series 2002 (the "Series 2002 Bonds"); and

WHEREAS, the Series 2002 Bonds shall be issued in the form and terms as hereinafter provided for the purpose of providing for the funding of a 2002 Construction Account and for the payment of (i) the principal amount of the 1992 Bonds maturing on July 15, 2002 through and including January 15, 2014 in the amount of \$13,290,000 (the "Refunded Bonds"), (ii) the interest payable on the Refunded Bonds through and including July 15, 2002, (iii) the redemption premium which will be payable on the Refunded Bonds on July 15, 2002, and (iv) costs of refunding and thereby procuring the partial release and discharge of the Original Indenture as to the Refunded Bonds, all as provided by Section 8.04 of the Original Indenture; and

WHEREAS, all acts, proceedings and things necessary and required by law and by the bylaws of the Corporation to make the Series 2002 Bonds, when executed by the Corporation and authenticated by the Registrar, the valid, binding and legal obligations of the Corporation and to constitute and make the Indenture a valid and effective deed of trust, have been done, taken and performed, and the issuance, execution and delivery of the Series 2002 Bonds, and the execution, acknowledgment and delivery of this First Supplemental Indenture have, in all respects, been duly authorized by the Corporation in the manner provided and required by law; now therefore,

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

(End of preamble)



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

(a) The term "1989A Lease" shall mean the lease by the Corporation to the Lessee, dated January 20, 1989, as amended by a Amendment to Lease dated as of June 6, 1992 and a Second Amendment to Lease dated as of April 15, 2002.

(b) The term "1989B Lease" shall mean the lease by the Corporation to the Lessee, dated April 20, 1989, as amended by a Amendment to Lease dated as of June 6, 1992 and a Second Amendment to Lease dated as of April 15, 2002.

(c) The term "1990 Lease" shall mean the lease by the Corporation to the Lessee, dated January 15, 1990, as amended by a Amendment to Lease dated as of August 6, 1990 and a Second Amendment to Lease dated as of June 6, 1992.

(d) The term "Ambac Assurance" shall mean Ambac Assurance Corporation, a Wisconsin-domiciled stock insurance company.

(e) The term "Book Entry System" shall mean the book entry system established and operated pursuant to Section 10 hereof.

(f) The term "Municipal Bond Insurance Policy" shall mean the municipal bond insurance policy issued by Ambac Assurance insuring the payment when due of the principal of and interest on the bonds as provided therein.

(g) The term "Qualified Investments" shall mean (i) obligations of, or guaranteed by the United States of America, (ii) money market funds the assets of which are obligations of or guaranteed by the United States of America and which funds are rated "AAAm" or "AAAm-G" or higher by Standard and Poor's Ratings Group, which funds may be funds of the Trustee or its affiliates, (iii) certificates of deposit issued by a bank or trust company, organized under the United States of America or any state thereof which are fully insured by the Federal Deposit Insurance Corporation, or (iv) investment agreements approved in writing by Ambac Assurance with notice to Standard and Poor's Ratings Group.

(h) The term "Refunded Bonds" shall mean the Corporation's First Mortgage Refunding Bonds, Series 1992 which mature on July 15, 2002 through and including January 15, 2014 in the amount of \$13,290,000.

(i) The term "Series 2002 Bonds" shall mean the Corporation's First Mortgage Refunding Bonds, Series 2002.

Section 2. The principal amount of Series 2002 Bonds which may be issued and outstanding under this Indenture shall be Fifteen Million One Hundred Forty Thousand Dollars (\$15,140,000).

The Series 2002 Bonds shall be originally dated as of the date of original delivery, shall be issued in the denomination of Five Thousand Dollars (\$5,000) or any integral multiple thereof, and shall be numbered consecutively from 1 up.

The Series 2002 Bonds shall mature on January 15 and July 15 on the dates and in the amounts and bear interest at the rates per annum as follows:

| <u>Maturity Date</u> | <u>Amount</u> | <u>Interest Rate</u> | <u>Maturity Date</u> | <u>Amount</u> | <u>Interest Rate</u> |
|----------------------|---------------|----------------------|----------------------|---------------|----------------------|
| July 15, 2002 | \$670,000 | 1.75% | July 15, 2008 | \$750,000 | 4.00% |
| January 15, 2003 | 525,000 | 2.00 | January 15, 2009 | 770,000 | 4.25 |
| July 15, 2003 | 525,000 | 2.00 | July 15, 2009 | 785,000 | 4.25 |
| January 15, 2004 | 535,000 | 2.75 | January 15, 2010 | 800,000 | 4.40 |
| July 15, 2004 | 540,000 | 2.75 | July 15, 2010 | 815,000 | 4.40 |
| January 15, 2005 | 550,000 | 3.25 | January 15, 2011 | 835,000 | 4.50 |
| July 15, 2005 | 555,000 | 3.25 | July 15, 2011 | 855,000 | 4.50 |
| January 15, 2006 | 565,000 | 3.50 | January 15, 2012 | 425,000 | 4.50 |
| July 15, 2006 | 695,000 | 3.50 | July 15, 2012 | 430,000 | 4.50 |
| January 15, 2007 | 710,000 | 4.00 | January 15, 2013 | 440,000 | 4.70 |
| July 15, 2007 | 720,000 | 4.00 | July 15, 2013 | 450,000 | 4.70 |
| January 15, 2008 | 735,000 | 4.00 | January 15, 2014 | 460,000 | 4.75 |

The interest on all of the Series 2002 Bonds is payable semiannually on January 15 and July 15 of each year, beginning July 15, 2002. Interest shall be calculated from the interest payment date next preceding the date of authentication to which interest has been paid unless the 2002 Series Bond is authenticated on or before the fifteenth day immediately preceding the first interest payment date, in which case interest shall be paid from the original date, or unless the bond is authenticated after the fifteenth day immediately preceding an interest payment date, in which case interest shall be paid from such interest payment date. Interest on the 2002 Series Bonds shall be calculated on the basis of a 360-day year consisting of twelve 30-day months.

Section 3. (a) The form of the 2002 Series Bonds, the Trustee's certificate to be endorsed thereon, and the registration endorsement (with appropriate insertions of amounts and distinguishing numbers and letters), shall be substantially as follows:

(Form of First Mortgage Refunding Bond, Series 2002)

UNITED STATES OF AMERICA
State of Indiana

County of Lake

Registered
No. _____

Registered
\$ _____

LAKE CENTRAL MULTI-DISTRICT SCHOOL BUILDING CORPORATION
FIRST MORTGAGE REFUNDING BOND, SERIES 2002

| | | | | |
|-----------------|-----------------|-----------------|-----------------------|--------------|
| <u>Interest</u> | <u>Maturity</u> | <u>Original</u> | <u>Authentication</u> | |
| <u>Rate</u> | <u>Date</u> | <u>Date</u> | <u>Date</u> | <u>CUSIP</u> |

Registered Owner:

Principal Sum:

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

Interest on this bond is payable by check mailed one business day prior to the interest payment date to the registered owners or by wire transfer of immediately available funds on the interest payment date to depositories shown as registered owners. Payment shall be made to the person or depository in whose name this bond is registered on the fifteenth day preceding such interest payment date. Principal of this bond is payable by check upon presentation at the principal corporate trust of the Trustee or by wire transfer of immediately available funds to depositories who present the bonds to the Trustee at least two business days prior to the payment date. If the payment date occurs on a date when financial institutions are not open for business, the wire transfer shall be made on the next succeeding business day. The Trustee shall wire transfer payments by 1:00 p.m. (New

York City time) so such payments are received at the depository by 2:30 p.m. (New York City time).

This bond is one of an authorized series of bonds of the Corporation, all of like date, tenor and effect (except as to numbering, denomination, interest rate and date of maturity), in the aggregate principal amount of Fifteen Million One Hundred Forty Thousand Dollars (\$15,140,000) issued under and in accordance with, and all equally and ratably entitled to the benefits of, and ratably secured by, a Trust Indenture dated as of May 1, 1992, as supplemented by a First Supplemental Trust Indenture, dated as of April 15, 2002 (hereinafter collectively called the "Indenture"), executed by the Corporation and Mercantile National Bank of Indiana, as Trustee, to which reference is hereby made for a description of the property securing the bonds, the rights under said Indenture of the Corporation, the owners of the bonds and the Trustee, to all of which the owners hereof, by the acceptance of this bond, agree. The Indenture permits the issuance of additional parity bonds under the conditions set out in Section 2.07 thereof and allows the Corporation to terminate the security of the Indenture for this bond by establishing a trust fund with the Trustee under the conditions set out in Section 8.04 thereof.

The Corporation has covenanted that one business day prior to January 15 and July 15 in each year, beginning with July 15, 2002, it will pay to the Trustee an amount sufficient to pay the principal and all interest as it becomes due until all of the bonds of this issue shall have been retired.

The bonds of this issue may be redeemed prior to maturity at the option of the Corporation in whole or in part, in such order of maturity as the Corporation shall direct and by lot within maturities (each \$5,000 of principal shall be considered as a bond for this purpose), on any date not earlier than January 15, 2011, at face value, plus in each case accrued interest to the date fixed for redemption.

Notice of redemption identifying the bonds to be redeemed will be mailed to the registered owners of bonds to be redeemed.

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

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

This bond shall be initially issued in a Book Entry System (as defined in the Indenture). The provisions of this bond and of the Indenture are subject in all respects to the provisions of the Letter of Representations between the Corporation and The

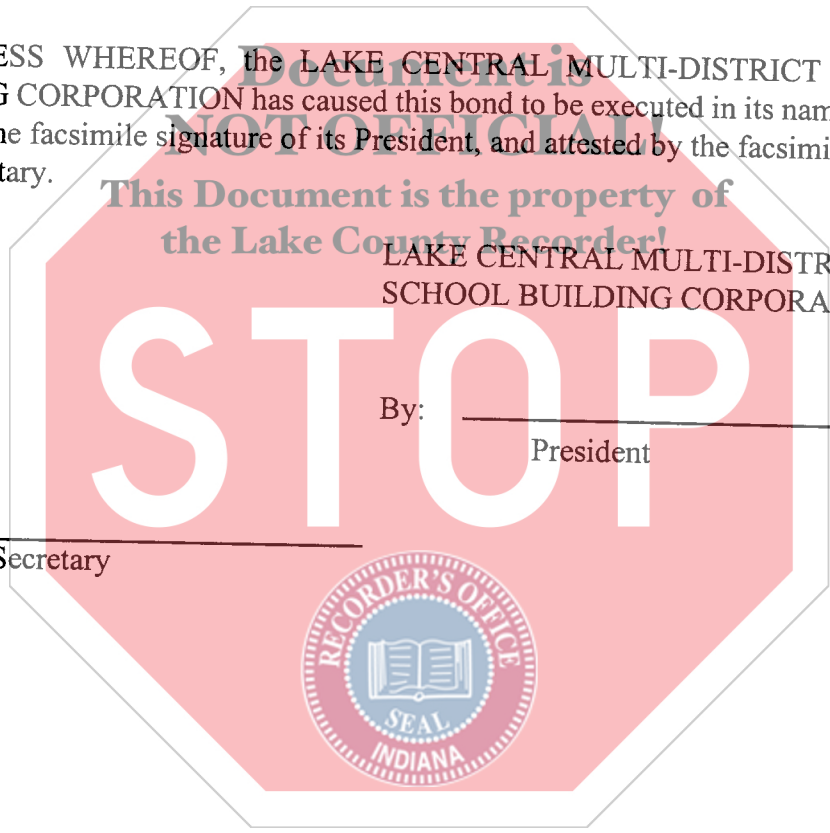
Depository Trust Company, or any substitute agreement, effecting such Book Entry System.

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

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

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

IN WITNESS WHEREOF, the LAKE CENTRAL MULTI-DISTRICT SCHOOL BUILDING CORPORATION has caused this bond to be executed in its name and on its behalf by the facsimile signature of its President, and attested by the facsimile signature of its Secretary.



LAKE CENTRAL MULTI-DISTRICT
SCHOOL BUILDING CORPORATION
By: _____
President

Attest:

Secretary

(Form of Trustee's Certificate)

TRUSTEE'S CERTIFICATE

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

MERCANTILE NATIONAL BANK OF
INDIANA, Trustee

By _____
Authorized Representative

STATEMENT OF INSURANCE

Financial Guaranty Insurance Policy No. 19288BE (the "Policy") with respect to payments due for principal of and interest on this Bond has been issued by Ambac Assurance Corporation ("Ambac Assurance"). The Policy has been delivered to The Bank of New York, New York, New York, as the Insurance Trustee under said Policy and will be held by such Insurance Trustee or any successor insurance trustee. The Policy is on file and available for inspection at the principal office of the Insurance Trustee and a copy thereof may be secured from Ambac Assurance or the Insurance Trustee. All payments required to be made under the Policy shall be made in accordance with the provisions thereof. The owner of this Bond acknowledges and consents to the subrogation rights of Ambac Assurance as more fully set forth in the Policy.

[End of Form of Bond]

Section 4. Prior to the delivery of the Series 2002 Bonds, there shall be filed with the Trustee:

- (a) an executed counterpart of this First Supplemental Indenture;
- (b) a copy, certified by the Secretary of the Corporation, of the resolution, adopted by the Board of Directors of the Corporation, authorizing the execution and delivery of the First Supplemental Indenture and the Series 2002 Bonds and designating the date of the original delivery of the Series 2002 Bonds;
- (c) a request and authorization to the Trustee by the Treasurer of the Corporation to authenticate and deliver the Series 2002 Bonds to the Original Purchasers upon payment

to the Trustee of the purchase price thereof plus accrued interest thereon to the date of delivery, as specified in such request and authorization;

(d) an opinion of an accountant or investment banker, supported by appropriate calculations, stating that the additional bonds can be amortized, along with the original bonds, from lease rental payments pursuant to the Leases; and

(e) an opinion of recognized bond counsel to the effect that the issuance and sale of the additional bonds will not result in interest on the original bonds and any outstanding additional bonds becoming includable in the gross income of the owners thereof for federal income tax purposes.

Section 5. The Series 2002 Bonds so executed by the Corporation and authenticated by the Trustee for delivery to the Original Purchasers thereof in the amount, at the times, and upon the payment of the purchase price thereof, as requested in writing by the Treasurer of the Corporation.

Section 6. The Corporation shall have the right, at its option, to redeem, according to the procedure provided in the Indenture, all or any part of the Series 2002 Bonds secured by this Indenture, on any date not earlier than January 15, 2011, at a price equal to the aggregate principal amount thereof plus interest accrued to date fixed for redemption.

Section 7. The proceeds of the Series 2002 Bonds (less \$113,410.60 underwriter's discount, \$32,410.30 original issue discount and \$32,225.50 wired by the Original Purchasers to Ambac Assurance for the Bond Insurance Policy) shall be applied as follows:

(a) Concurrently with the delivery of the Series 2002 Bonds, the Trustee shall acquire with \$13,920,400 of such proceeds direct obligations of the United States of America (hereinafter referred to as "Government Obligations"), as set forth in Exhibit B attached hereto and made a part hereof. The Trustee shall deposit with Mercantile National Bank of Indiana, as Escrow Trustee, such obligations and cash in the amount of \$100.00 in order to partially release and discharge the Original Indenture as to the Refunded Bonds.

(b) \$11,610 of the proceeds and \$60,890 of funds transferred by the 1992 Trustee from the Operation and Reserve Fund, shall be deposited in the Bond Issuance Expense Account of the Construction Fund.

(c) \$1,029,943.60 of the proceeds shall be deposited in the 2002 Construction Account of the Construction Fund.

Section 8. The Trustee shall create a 2002 Construction Account and a Bond Issuance Expense Account within the Construction Fund established under Section 3.01 of the Original Indenture. These amounts shall be held and disbursed in accordance with Article III of the Original Indenture.

Section 9. The Trustee shall deposit the amount provided by Section 7 in the Bond Issuance Expense Account. The Trustee shall pay the cost of issuance of the Series 2002 Bonds from such Account upon the presentation of either (i) a resolution of the Board of Directors identifying to whom payment is due and the amount of such payment or (ii) an affidavit executed by any officer of the Corporation or the Lessor Representative stating the character of the expenditure, the amount thereof, and to whom due, together with a statement of the creditor as to the amount owing. No later than December 1, 2002, any funds remaining in such Account shall be transferred by the Trustee to the 2002 Construction Account.

Proceeds of Series 2002 Bonds as provided by Section 7 shall be deposited by the Trustee in the 2002 Construction Account. The Trustee shall apply the 2002 Construction Account to the payment of claims of contractors and repair of work on the buildings constructed by the Corporation on the real estate described in Exhibit A or any other property to be utilized by the School Corporation and for the improvement of said buildings, for the purchase of equipment, including, but not limited to, the following items:

- a. Obligations incurred for labor and to contractors, builders and materialmen in connection with the improvement of said building;
- b. The cost of acquiring real estate;
- c. The cost of equipment;
- d. The cost of all indemnity and surety bonds required by this Indenture, the fees and expenses of the Trustee and any Paying Agent during construction, and premiums on insurance during construction;
- e. Architects, engineers, construction managers and attorneys expenses and fees;
- f. All other incidental costs incurred in connection with the cost of construction and equipment of buildings;
- g. Any amount required to be deposited in the Rebate Fund.

Two years after the date of this First Supplemental Trust Indenture the Trustee shall hold in the 2002 Construction Account 150% of the amount of any disputed claims of contractors and work to be repaired and transfer the unobligated balance of the 2002 Construction Account, if any, to the Sinking Fund. Any balance remaining in the 2002 Construction Account after payment of all disputed claims and claims for repair work shall be transferred to the Sinking Fund within ten (10) days after the last payment of such obligations. The Trustee shall have no responsibility to see that the 2002 Construction Account is properly applied, except as herein specifically provided.

Moneys in the 2002 Construction Account shall be invested without restriction as to yield during an applicable temporary period pending their use as described in the arbitrage certificate of the Corporation delivered in connection with the issuance of the Series 2002 Bonds. Moneys in the Bond Issuance Expense Account after one year of the date of issuance of the Series 2002 Bonds shall be invested at a yield not exceeding the yield on the original bonds. The moneys held in the 1992 Construction Account shall not be invested at a yield in excess of the yield on the 1992 Bonds. The Trustee shall be entitled to rely upon the Corporation's arbitrage certificate as to the accuracy of the facts stated therein, including the yield on the bonds.

Section 10. Section 2 of the Original Indenture is amended by adding at the end thereof new paragraph as follows:

Section 2.13 The Corporation has determined that the Series 2002 Bonds shall be held by a central depository system pursuant to an agreement between the Corporation and The Depository Trust Company, and have transfers of the Series 2002 Bonds effected by book-entry on the books of the central depository system. The Series 2002 Bonds shall be initially issued in the form of a separate single authenticated fully registered Bond for the aggregate principal amount of each separate maturity of the Series 2002 Bonds. Upon initial issuance, the ownership of such Series 2002 Bonds shall be registered in the register kept by the Registrar in the name of CEDE & CO., as nominee of The Depository Trust Company.

With respect to the Series 2002 Bonds registered in the register kept by the Paying Agent in the name of CEDE & CO., as nominee of The Depository Trust Company, the Corporation and the Paying Agent shall have no responsibility or obligation to any other holders or owners (including any beneficial owner ("Beneficial Owner") of the Series 2002 Bonds with respect to (i) the accuracy of the records of The Depository Trust Company, CEDE & CO., or any Beneficial Owner with respect to ownership questions, (ii) the delivery to any Bondholder (including any Beneficial Owner) or any other person, other than The Depository Trust Company, of any notice with respect to the Series 2002 Bonds including any notice of redemption, or (iii) the payment to any Bondholder (including any Beneficial Owner) or any other person, other than The Depository Trust Company, of any amount with respect to the principal of, or premium, if any, or interest on the Series 2002 Bonds except as otherwise provided herein.

No person other than The Depository Trust Company shall receive an authenticated Bond evidencing an obligation of the Corporation to make payments of the principal of and premium, if any, and interest on the Series 2002 Bonds pursuant to the Indenture. The Corporation and the Registrar and Paying Agent may treat as and deem The Depository Trust Company or CEDE & CO. to be the absolute Bondholder of each of the Series 2002 Bonds for the purpose of (i) payment of the principal of and premium, if any, and interest on such Series 2002 Bonds; (ii) giving notices of redemption and other notices permitted to be given to Bondholders with respect to such Series 2002 Bonds; (iii) registering transfers with respect to such Series 2002 Bonds; (iv) obtaining any consent or other action required or permitted to be taken of or by Bondholders; (v) voting; and (vi) for all other purposes whatsoever. The Paying Agent shall pay all principal of and premium, if any, and interest on the Series 2002 Bonds only to or upon the order of The Depository Trust Company, and all such payments shall be valid and effective fully to satisfy and discharge the Corporation's and

the Paying Agent's obligations with respect to principal of and premium, if any, and interest on the Series 2002 Bonds to the extent of the sum or sums so paid. Upon delivery by The Depository Trust Company to the Corporation of written notice to the effect that The Depository Trust Company has determined to substitute a new nominee in place of CEDE & CO., and subject to the provisions herein with respect to consents, the words "CEDE & CO." in this Indenture shall refer to such new nominee of The Depository Trust Company. Notwithstanding any other provision hereof to the contrary, so long as any Bond is registered in the name of CEDE & CO. as nominee of The Depository Trust Company, all payments with respect to the principal of and premium, if any, and interest on such Series 2002 Bonds and all notices with respect to such Series 2002 Bonds shall be made and given, respectively, to The Depository Trust Company as provided in a representation letter from the Corporation to The Depository Trust Company.

Upon receipt by the Corporation of written notice from The Depository Trust Company to the effect that The Depository Trust Company is unable or unwilling to discharge its responsibilities and no substitute depository willing to undertake the functions of The Depository Trust Company hereunder can be found which is willing and able to undertake such functions upon reasonable and customary terms, then the Series 2002 Bonds shall no longer be restricted to being registered in the register of the Corporation kept by the Registrar in the name of CEDE & CO., as nominee of The Depository Trust Company, but may be registered in whatever name or names the Bondholders transferring or exchanging Series 2002 Bonds shall designate, in accordance with the provisions of the Indenture.

If the Corporation determines that it is in the best interest of the Bondholders that they be able to obtain certificates for the fully registered Series 2002 Bonds, the Corporation may notify The Depository Trust Company and the Registrar, whereupon The Depository Trust Company will notify the Beneficial Owners of the availability through The Depository Trust Company of certificates for the Series 2002 Bonds. In such event, the Registrar shall prepare, authenticate, transfer and exchange certificates for the Series 2002 Bonds as requested by The Depository Trust Company and any Beneficial Owners in appropriate amounts, and whenever The Depository Trust Company requests the Corporation and the Registrar to do so, the Registrar and the Corporation will cooperate with The Depository Trust Company by taking appropriate action after reasonable notice (i) to make available one or more separate certificates evidencing the fully registered Series 2002 Bonds of any Beneficial Owner's Depository Trust Company account or (ii) to arrange for another securities depository to maintain custody of certificates for and evidencing the Series 2002 Bonds.

If the Series 2002 Bonds shall no longer be restricted to being registered in the name of a depository trust company, the Registrar shall cause the Series 2002 Bonds to be printed in blank in such number as the Registrar shall determine to be necessary or customary; provided, however, that the Registrar shall not be required to have such Series 2002 Bonds printed until it shall have received from the Corporation indemnification for all costs and expenses associated with such printing.

In connection with any notice or other communication to be provided to Bondholders by the Corporation or the Registrar with respect to any consent or other action to be taken by Bondholders, the Corporation or the Registrar, as the case may be, shall establish a record date for such consent

or other action and give The Depository Trust Company notice of such record date not less than fifteen (15) calendar days in advance of such record date to the extent possible.

So long as the Series 2002 Bonds are registered in the name of The Depository Trust Company or CEDE & CO. or any substitute nominee, the Corporation and the Registrar and Paying Agent shall be entitled to request and to rely upon a certificate or other written representation from the Beneficial Owners of the Series 2002 Bonds or from The Depository Trust Company on behalf of such Beneficial Owners stating the amount of their respective beneficial ownership interests in the Series 2002 Bonds and setting for the consent, advice, direction, demand or vote of the Beneficial Owners as of a record date selected by the Registrar and The Depository Trust Company, to the same extent as if such consent, advice, direction, demand or vote were made by the Bondholders for purposes of this Indenture and the Corporation and the Registrar and Paying Agent shall for such purposes treat the Beneficial Owners as the Bondholders. Along with any such certificate or representation, the Registrar may request The Depository Trust Company to deliver, or cause to be delivered, to the Registrar a list of all Beneficial Owners of the Series 2002 Bonds, together with the dollar amount of each Beneficial Owner's interest in the Series 2002 Bonds and the current addresses of such Beneficial Owners.

Section 11. As it relates to the Series 2002 Bonds, Article II of the Original Indenture will be amended by adding a new section at the end thereof as follows:

Section 2.14. As long as the Municipal Bond Insurance Policy shall be in full force and effect, the Corporation, the Trustee and any Paying Agent agree to comply with the following provisions:

(a) If one (1) day prior to a January 1 or July 1 payment date, the Trustee or Paying Agent, if any, determines that there will be insufficient funds in the funds and accounts to pay the principal of or interest on the bonds on such interest payment date, the Trustee or Paying Agent, if any, shall so notify Ambac Assurance. Such notice shall specify the amount of the anticipated deficiency, the bonds to which such deficiency is applicable and whether such bonds will be deficient as to principal or interest, or both. If the Trustee or Paying Agent, if any, has not so notified Ambac Assurance at least one (1) day prior to payment date, Ambac Assurance will make payments of principal or interest due on the bonds on or before the first (1st) day next following the date on which Ambac Assurance shall have received notice of nonpayment from the Trustee or Paying Agent, if any.

(b) The Trustee or Paying Agent, if any, shall, after giving notice to Ambac Assurance as provided in (a) above, make available to Ambac Assurance and, at Ambac Assurance's direction, to the United States Trust Company of New York, as insurance trustee for Ambac Assurance or any successor insurance trustee (the "Insurance Trustee"), the registration books of the Corporation maintained by the Trustee or Paying Agent, if any, and all records relating to the funds and accounts maintained under this Indenture.

(c) The Trustee or Paying Agent, if any, shall provide Ambac Assurance and the Insurance Trustee with a list of registered owners of bonds entitled to receive principal or interest payments from Ambac Assurance under the terms of the Municipal Bond Insurance Policy, and shall make

arrangements with the Insurance Trustee (i) to mail checks to the registered owners of bonds entitled to receive full or partial interest payments from Ambac Assurance and (ii) to pay principal upon bonds surrendered to the Insurance Trustee by the registered owners of bonds entitled to receive full or partial principal payments from Ambac Assurance.

(d) The Trustee or Paying Agent, if any, shall, at the time it provides notice to Ambac Assurance pursuant to (a) above, notify registered owners of bonds entitled to receive the payment of principal or interest thereon from Ambac Assurance (i) as to the fact of such entitlement, (ii) that Ambac Assurance will remit to them all or a part of the interest payments next coming due upon proof of bondholder entitlement to interest payments and delivery to the Insurance Trustee, in form satisfactory to the Insurance Trustee, of an appropriate assignment of the registered owner's right to payment, (iii) that should they be entitled to receive full payment of principal from Ambac Assurance, they must surrender their bonds (along with an appropriate instrument of assignment in form satisfactory to the Insurance Trustee to permit ownership of such bonds to be registered in the name of Ambac Assurance) for payment to the Insurance Trustee, and not the Trustee or Paying Agent, if any, and (iv) that should they be entitled to receive partial payment of principal from Ambac Assurance, they must surrender their bonds for payment thereon first to the Trustee or Paying Agent, if any, who shall note on such Bonds the portion of the principal paid by the Trustee or Paying Agent, if any, and then, along with an appropriate instrument of assignment in form satisfactory to the Insurance Trustee, to the Insurance Trustee, which will then pay the unpaid portion of principal.

(e) In the event that the Trustee or Paying Agent, if any, has notice that any payment of principal of or interest on a bond which has become due for payment and which is made to a bondholder by or on behalf of the Corporation has been deemed a preferential transfer and theretofore recovered from its registered owner pursuant to the United States Bankruptcy Code by a trustee in bankruptcy in accordance with the final, nonappealable order of a court having competent jurisdiction, the Trustee or Paying Agent, if any, shall, at the time Ambac Assurance is notified pursuant to (a) above, notify all registered owners that in the event that any registered owner's payment is so recovered, such registered owner will be entitled to payment from Ambac Assurance to the extent of such recovery if sufficient funds are not otherwise available, and the Trustee or Paying Agent, if any, shall furnish to Ambac Assurance its records evidencing the payments of principal of and interest on the bonds which have been made by the Trustee or Paying Agent, if any, and subsequently recovered from registered owners and the dates on which such payments were made.

(f) In addition to those rights granted Ambac Assurance under this Indenture, Ambac Assurance shall, to the extent it makes payment of principal of or interest on bonds, become subrogated to the rights of the recipients of such payments in accordance with the terms of the Municipal Bond Insurance Policy, and to evidence such subrogation (i) in the case of subrogation as to claims for past due interest, the Trustee or Paying Agent, if any, shall note Ambac Assurance's rights as subrogee on the registration books of the Corporation maintained by the Trustee or Paying Agent, if any, upon receipt from Ambac Assurance of proof of the payment of interest thereon to the registered owners of the bonds, and (ii) in the case of subrogation as to claims for past due principal, the Trustee or Paying Agent, if any, shall note Ambac Assurance's rights as subrogee on the

registration books of the Corporation maintained by the Trustee or Paying Agent, if any, upon surrender of the bonds by the registered owners thereof together with proof of the payment of principal thereof.

Section 12. Section 5.14 of the Original Indenture is amended as follows:

Section 5.14. The Corporation covenants and agrees that upon any default or insufficiency in the payment of lease rental as provided in the Leases, it will immediately file a claim with the Treasurer of the State of Indiana, file a suit to mandate the appropriation of sufficient funds and the levy of a tax sufficient to raise sufficient funds, and pursue any other remedy permitted by law and necessary to collect and enforce the payment of such rentals. The Corporation further appoints the Trustee and each bondholder its attorney-in-fact, each authorized, acting alone, jointly or severally, to file such claims in its name, or provided the Trustee consents thereto, in the name of the Trustee, or in both such manners, and appoints the Trustee to file such suits and to pursue such remedies.

Section 13. As it relates to the Series 2002 Bonds, Section 6.03 shall be amended to read as follows:

Such insurance policies shall be maintained in good and responsible insurance companies rated "A" or better by A.M. Best Company (or a comparable rating service if A.M. Best Company ceases to exist or rate insurance companies), and shall be countersigned by an agent of the insurer who is a resident of the State of Indiana. A copy of such policies or a certificate of insurance for each policy and the certificates referred to in Section 6.02(a) shall be deposited with the Trustee and Ambac Assurance. Upon the request of the Trustee or the Original Purchasers of the bonds issued hereunder, the Corporation shall furnish to the Original Purchasers of the bonds issued hereunder a copy of each certificate deposited with the Trustee and, on or before April 1 of each year, the Corporation or the Lessee shall cause its insurance agent to furnish to the Trustee and the Original Purchasers, whichever is applicable, a schedule of all such policies which were in force on the first day of such year and a letter which states that said policies comply with the Corporation's requirements provided in Sections 6.01 and 6.02 hereof. Such schedule shall contain the names of the insurers, the amounts of each policy, the character of the risk insured against, the risks excluded by each policy, the expiration date of each policy, the premium paid thereon, and any other pertinent data. The Trustee may rely on such schedules and letter.

Section 14. As it relates to the Series 2002 Bonds, Section 7.03 and Section 7.17 of the Original Indenture is amended as follows:

Section 7.02. In the case of the happening and continuance of any of the events of default specified in Section 7.01, then in any such case the Trustee with the consent of Ambac Assurance, by notice in writing mailed to the Corporation and Ambac Assurance, may, and upon written request of the owners of twenty-five percent (25%) in principal amount of the bonds then outstanding hereunder or at the direction of Ambac Assurance, by notice in writing mailed to the Corporation and Ambac Assurance shall, declare the principal of all bonds hereby secured and then outstanding, and the interest accrued thereon, immediately due and payable, and upon such declaration such principal and interest shall thereupon become and be immediately due and payable; subject,

however, to the right of the owners of fifty-one percent (51%) in principal amount of all such outstanding bonds, by written notice to the Corporation, Ambac Assurance, and to the Trustee, to annul each declaration and destroy its effect at any time before any sale hereunder if, before any such sale, all agreements with respect to which default shall have been made shall be fully performed and all such defaults be cured, and all arrears of interest upon all bonds outstanding hereunder and the reasonable expenses and charges of the Trustee, its agents and attorneys, and all other indebtedness secured hereby, except the principal of any bonds not then due by their terms and interest accrued thereon since the then last interest payment date, shall be paid or the amount thereof shall be paid to the Trustee for the benefit of those entitled thereto.

Section 7.17. Anything in this Indenture to the contrary notwithstanding, upon the occurrence and continuance of an event of default as defined herein, Ambac Assurance shall be entitled to control and direct the enforcement of all rights and remedies granted to the bondholders or the Trustee for the benefit of the bondholders under this Indenture including, without limitation, acceleration of the principal of the original bonds as described in this Indenture and the right to annul any declaration of acceleration, and Ambac Assurance shall also be entitled to approve all waivers of events of default.

Section 15. As it relates to the Series 2002 Bonds, the Original Indenture is amended by adding the following paragraph at the end of Section 8.04:

Section 8.04. If, when the bonds secured hereby shall have become due and payable in accordance with their terms or shall have been duly called for redemption or irrevocable instructions to call the bonds for redemption shall have been given by the Corporation to the Trustee, and the whole amount of the principal and the interest and the premium, if any, so due and payable upon all of the bonds then outstanding shall be paid or (i) sufficient moneys, or (ii) direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America the principal of and the interest on which when due will provide sufficient moneys, shall be held by the Trustee (or the Paying Agents) for such purpose under the provisions of this Indenture, and provision shall also be made for paying all Trustee's and Paying Agents' fees and expenses and other sums payable hereunder by the Corporation, then and in that case the right, title and interest of the Trustee shall thereupon cease, determine and become void. Upon any such termination of the Trustee's title, on demand of the Corporation, the Trustee shall release this Indenture and shall execute such documents to evidence such release as may be reasonably required by the Corporation, and shall turn over to the Corporation or to such officer, board or body as may then be entitled by law to receive the same any surplus in the Sinking Fund created by Section 3.02 hereof and in the Operation and Reserve Fund created by Section 3.03 hereof and all balances remaining in any other fund or accounts other than moneys and obligations held for the redemption or payment of bonds; provided, however, that in the event direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America shall be deposited with and held by the Trustee (or the Paying Agents) as hereinabove provided, and in addition to the requirements set forth in Article IV of this Indenture, the Trustee shall within thirty (30) days after such obligations shall have been deposited with it, cause a notice signed by the Trustee to be published once in a daily newspaper or financial journal published in the City of Indianapolis, Indiana, setting forth (a) the date designated for the redemption of the bonds, (b) a

description of the obligations so held by it, and (c) that this Indenture has been released in accordance with the provisions of this Section.

If (i) sufficient moneys, or (ii) direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America, the principal of and interest on which when due will provide sufficient moneys, shall be held by the Trustee in trust for the payment of the whole amount of the principal and the interest upon these bonds under the provisions of the Indenture, and provision shall also be made for paying all Trustee's fees and expenses related thereto and other sums payable under the provisions of the Indenture by the Issuer, the bonds shall not be outstanding, and the registered owners of bonds shall be entitled to payment of any principal or interest from such funds and income of such securities held by Trustee and not from the Sinking Fund or the Corporation.

All moneys and obligations held by the Trustee (or the Paying Agents) pursuant to this Section shall be held in trust and said moneys and the principal and interest of said obligations when received, applied to the payment, when due, of the principal and the interest and the premium, if any, of the bonds so called for redemption.

Notwithstanding anything herein to the contrary, in the event that the principal and/or interest due on the bonds shall be paid by Ambac Assurance pursuant to the Municipal Bond Insurance Policy, the bonds shall remain outstanding for all purposes, not be defeased or otherwise satisfied and not be considered paid by the Corporation, and the assignment and pledge of the trust estate and all covenants, agreements and other obligations of the Corporation to the registered owners shall continue to exist and shall run to the benefit of Ambac Assurance, and Ambac Assurance shall be subrogated to the rights of such registered owners.

Section 16. As it relates to the Series 2002 Bonds, Section 9.02 of the Original Indenture is amended as follows:

Section 9.02. Any reorganization or liquidation plan with respect to the Corporation must be acceptable to Ambac Assurance. In the event of any reorganization or liquidation, Ambac Assurance shall have the right to vote on behalf of all bondholders who hold Ambac Assurance-insured bonds absent a default by Ambac Assurance under the applicable Municipal Bond Insurance Policy insuring such Bonds.

Section 17. As it relates to the Series 2002 Bonds, Sections 10.06, 10.07 and 10.08 of the Original Indenture are amended to read as follows:

Section 10.06. In case at any time the Trustee shall become incapable of acting, shall resign or shall be removed, a successor trustee may be appointed by the owners of at least a majority in principal amount of the bonds hereby secured and then outstanding, by an instrument or instruments in writing signed by such bondholders or by their duly constituted attorneys-in-fact; but until a new trustee shall be so appointed by the registered owners, the Corporation, by an instrument executed by order of its board of directors, may appoint a trustee to fill such vacancy until a new trustee shall be appointed by the bondholders as aforesaid, and when any such new trustee shall be appointed by

the bondholders, any trustee theretofore appointed by the Corporation shall thereupon and thereby be superseded and retired. Each such successor trustee appointed by any of such methods shall be a bank or trust company authorized by law so to act, and having a capital and surplus of not less than Fifty Million Dollars (\$50,000,000) and acceptable to Ambac Assurance.

Section 10.07. Ambac Assurance shall receive prior written notice of any Trustee resignation. Notwithstanding any other provision of this Indenture, no removal, resignation or termination of the Trustee shall take effect until a successor, acceptable to Ambac, shall be appointed.

Section 10.08. Notwithstanding any other provision of this Indenture, the Trustee agrees that upon any failure of the Lessee to pay lease rental as required by the Leases, the Trustee will immediately, without direction, security or indemnity, file a claim with the Treasurer of the State of Indiana for an amount equal to such lease rental in default and consents to the filing of any such claim by a bondholder in the name of the Trustee for deposit with the Trustee.

Section 18. As it relates to the Series 2002 Bonds, Sections 12.04 through and including 12.08 of the Original Indenture are amended to read as follows:

Section 12.04. Any provision of this Indenture expressly recognizing or granting rights in or to Ambac Assurance may not be amended in any manner which affects the rights of Ambac Assurance hereunder without the prior written consent of Ambac Assurance.

Section 12.05. Unless otherwise provided in this Section, Ambac Assurance's consent shall be required in addition to bondholder consent, when required, for the following purposes: (i) execution and delivery of any supplemental indenture or any amendment, supplement or change to or modification of the Lease; (ii) removal of the Trustee or Paying Agent and selection and appointment of any successor Trustee or Paying Agent; and (iii) initiation or approval of any action not described in (i) or (ii) above which requires bondholder consent.

Section 12.06. While the Municipal Bond Insurance Policy is in effect, the Trustee shall furnish to Ambac Assurance:

- (d) as soon as practicable after the filing thereof, a copy of any financial statement of the Corporation and a copy of any audit and annual report of the Corporation;
- (e) a copy of any notice to be given to the registered owners of the bonds, including, without limitation, notice of any redemption of or defeasance of bonds, and any certificate rendered pursuant to this Indenture relating to the security for the bonds; and
- (f) such additional information as it may reasonably request.

The Trustee shall notify Ambac Assurance of any failure of the Corporation to provide relevant notices, certificates, etc.

The Corporation will permit Ambac Assurance to discuss the affairs, finances and accounts of the Corporation or any information Ambac Assurance may reasonably request regarding the security for the bonds with appropriate officers of the Corporation. The Trustee or Corporation, as appropriate, will permit Ambac Assurance to have access to the leased premises described in Exhibit A and have access to and to make copies of all books and records relating to the bonds at any reasonable time.

Ambac Assurance shall have the right to direct an accounting at the Corporation's expense, and the Corporation's failure to comply with such direction within thirty (30) days after receipt of written notice of the direction from Ambac Assurance shall be deemed a default hereunder; provided, however, that if compliance cannot occur within such period, then such period will be extended so long as compliance is begun within such period and diligently pursued, but only if such extension would not materially adversely affect the interests of any registered owner of the bonds.

Notwithstanding any other provision of this Indenture, the Trustee shall immediately notify Ambac Assurance if at any time there are insufficient moneys to make any payments of principal and/or interest as required and immediately upon the occurrence of any event of default hereunder.

Section 12.07. To the extent that this Indenture confers upon or gives or grants to Ambac Assurance any right, remedy or claim under or by reason of this Indenture, Ambac Assurance is hereby explicitly recognized as being a third-party beneficiary hereunder and may enforce any such right, remedy or claim conferred, given or granted hereunder.

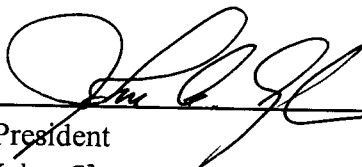
Section 12.08 Nothing in this Indenture expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the Corporation, the Trustee, Ambac Assurance, the Paying Agent, if any, and the registered owners of the bonds, any right, remedy or claim under or by reason of this Indenture or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Indenture contained by and on behalf of the Corporation shall be for the sole and exclusive benefit of the Corporation, the Trustee, Ambac Assurance, the Paying Agent, if any, and the registered owners of the bonds.

Section 19. This First Supplemental Indenture may be simultaneously executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

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IN WITNESS WHEREOF, LAKE CENTRAL MULTI-DISTRICT SCHOOL BUILDING CORPORATION has caused its corporate name to be hereunto subscribed by its President or Vice President, and its corporate seal to be hereunto affixed and attested by its Secretary, and Mercantile National Bank of Indiana, as Trustee, has likewise caused this First Supplemental Indenture to be executed in said Trustee's name and behalf by its President or Vice President, and its corporate seal to be hereunto affixed and attested by its Vice President or Trust Officer in token of its acceptance of said trust, as of the day and year first hereinabove written.

LAKE CENTRAL MULTI-DISTRICT SCHOOL BUILDING CORPORATION

By: 
President
John Glover

(Seal)

Attest:


Secretary
Dennis Muntean

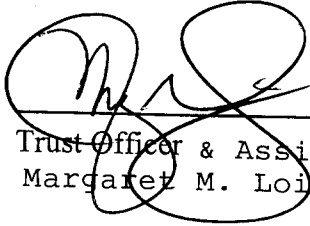


MERCANTILE NATIONAL BANK OF INDIANA

By: Alicia Tassar
Vice President & Trust Officer
Alicia Tassar

(Seal)

Attest:


Trust Officer & Assistant Vice President
Margaret M. Loitz



STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said County and State, this 4th day of April, 2002, personally appeared John Glover and Dennis Muntean, personally known to me to be the President and Secretary, respectively, of Lake Central Multi-District School Building Corporation, and acknowledged the execution of the foregoing First Supplemental Indenture for and on behalf of said Corporation.

WITNESS my hand and notarial seal.

(Seal)

Cheryl A. Froehlich
(Written Signature)

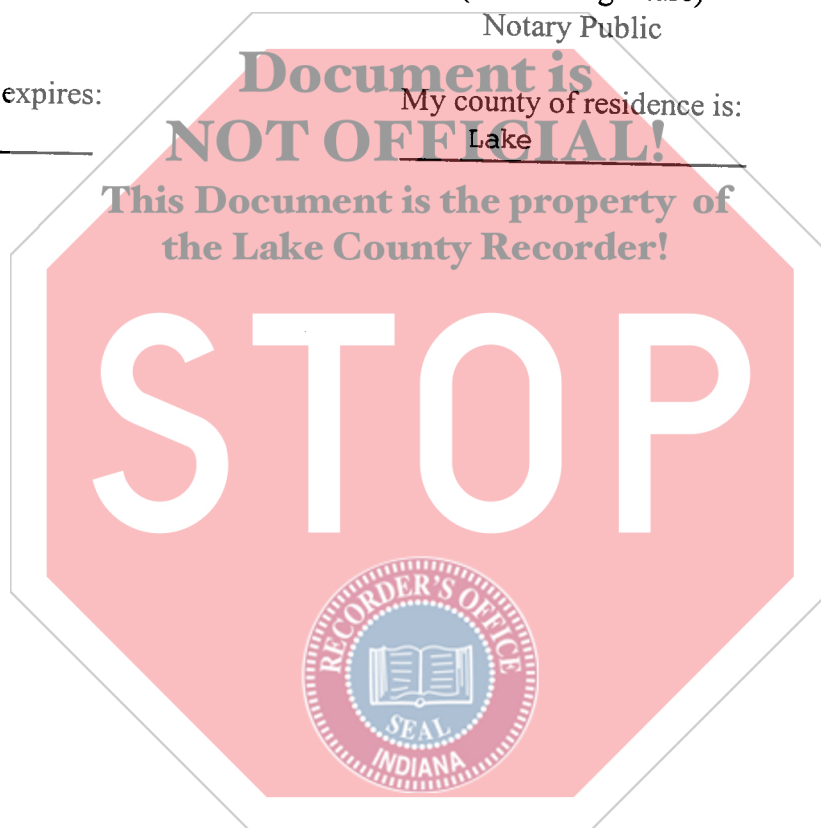
Cheryl A. Froehlich

(Printed Signature)

Notary Public

My commission expires:
8/19/09

My county of residence is:
Lake



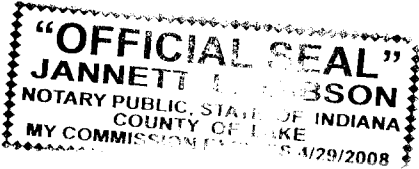
STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said County and State, this 23rd day of April, 2002, personally appeared Alicia Tassarò and Margaret M. Loitz, personally known to me to be the Vice President and a Trust Officer respectively, of Mercantile National Bank of Indiana, and acknowledged the execution of the foregoing First Supplemental Indenture for and on behalf of said Bank.

WITNESS my hand and notarial seal.

(Seal)

Jannett L. Gibson
(Written Signature)



JANNETT L. GIBSON
(Printed Signature)
Notary Public

My commission expires:

April 29, 2008

My county of residence is:

LAKE

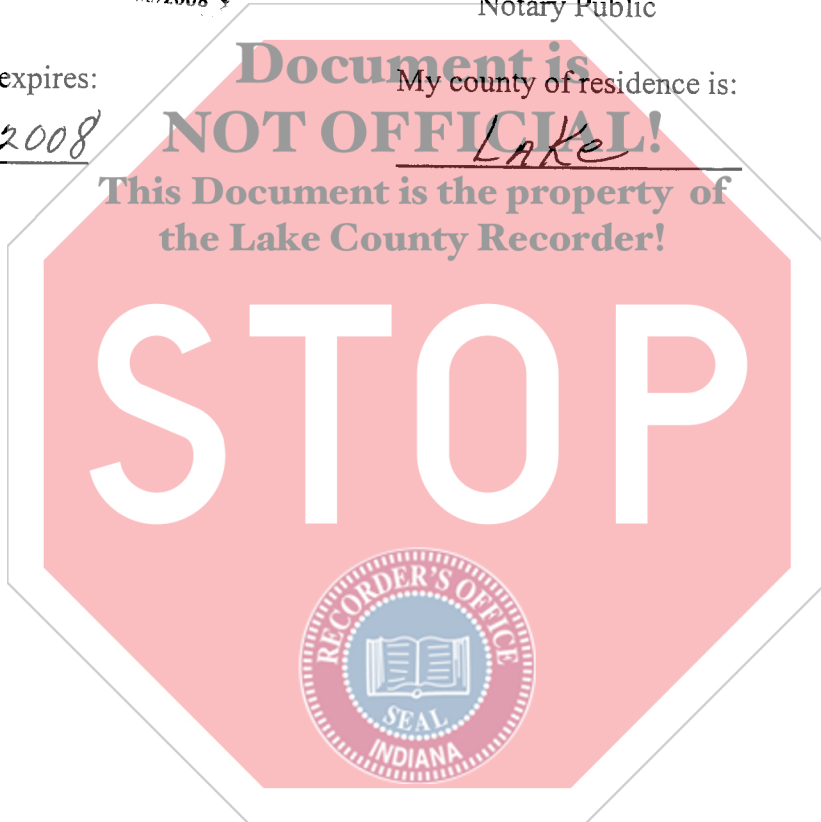


EXHIBIT A

Attached to and made a part of the First Supplemental Trust Indenture
executed by and among
Lake Central Multi-District School Building Corporation,
and
Mercantile National Bank of Indiana, Trustee
Dated as of April 15, 2002

Tract I

Part of the Northeast Quarter of Section 15, Township 35 North
West of the 2nd P.M., Lake County, Indiana, being particularly
as:

Commencing at a point 1340.04 feet North of the Southeast corner of the
Northeast Quarter of said Section 15; thence North 89°-54'-35" West, 199.8
feet to the point of beginning; thence North 89°-54'-35" West, 291.57 feet
thence South 00°-05'-25" West, 308.55 feet; thence South 89°-54'-35" East,
54.95 feet; thence North 00°-05'-56" West, 114.00 feet; thence South
89°-54'-04" West, 6.95 feet; thence North 00°-05'-56" West, 69.27 feet;
thence North 89°-54'-04" East, 181.12 feet; thence North 00°-05'-56" West,
2.12 feet; thence North 89°-54'-04" East, 31.31 feet; thence South
00°-05'-56" East, 5.67 feet; thence North 89°-54'-04" East, 13.27 feet,
thence North 00°-05'-56" West, 1.02 feet; thence North 89°-54'-04" East,
13.02 feet; thence North 00°-21'-30" East, 96.86 feet; thence South
89°-54'-35" East, 5.00 feet; thence North 00°-05'-25" East, 30.00 feet, to
the point of beginning.



Tract II

PARCEL A:

A parcel of land in the Northwest 1/4 of the Northeast 1/4 of Section 21, Township 35 North, Range 9 West of the Second P.M., more particularly described as follows:

Commencing at the Northeast corner of Section 21, Township 35, North Range 9 West of the Second P.M.; thence North 88 degrees 22 minutes 17 seconds West, a distance of 2301.34 feet; thence South 00 degrees 07 minutes 35 seconds West along the West line of the East 30 acres of the Northwest 1/4 of the Northeast 1/4 of said Section 21, a distance of 730.0 feet; thence South 88 degrees 24 minutes 37 seconds East, a distance of 116.19 feet; thence North 73 degrees 40 minutes 25 seconds East, a distance of 38.84 feet to the point of beginning; thence North 15 degrees 52 minutes 40 seconds West, a distance of 61.17 feet; thence North 74 degrees 07 minutes 20 seconds East, a distance of 32.0 feet; thence South 15 degrees 52 minutes 40 seconds East, a distance of 25.0 feet; thence North 74 degrees 07 minutes 20 seconds East, a distance of 320.05 feet; thence South 15 degrees 52 minutes 40 seconds East, a distance of 33.41 feet; thence South 70 degrees 40 minutes 25 seconds West, a distance of 352.06 feet, to the point of beginning, containing 0.2996 acres, more or less, all in the Town of Schererville, Lake County, Indiana.

PARCEL B:

A parcel of land in the Northwest 1/4 of the Northeast 1/4 of Section 21, Township 35 North, Range 9 West of the Second P.M., more particularly described as follows:

Commencing at the Northeast corner of Section 21, Township 35, North Range 9 West of the Second P.M.; thence North 88 degrees 22 minutes 17 seconds West, a distance of 2301.34 feet; thence South 00 degrees 07 minutes 35 seconds West along the West line of the East 30 acres of the Northwest 1/4 of the Northeast 1/4 of said Section 21, a distance of 730.0 feet; thence South 88 degrees 24 minutes 37 seconds East, a distance of 54.31 feet to the point of beginning; thence continuing South 88 degrees 24 minutes 37 seconds East, a distance of 61.88 feet; thence North 73 degrees 40 minutes 25 seconds East, a distance of 553.64 feet; thence North 01 degrees 37 minutes 43 seconds East, a distance of 34.96 feet; thence North 73 degrees 40 minutes 25 seconds East, a distance of 246.50 feet; thence South 16 degrees 19 minutes 35 seconds East, a distance of 415.44 feet; thence South 73 degrees 40 minutes 25 seconds West, a distance of 869.79 feet; thence North 16 degrees 19 minutes 35 seconds West, a distance of 401.21 feet, to the point of beginning, excepting therefrom the following described parcel: Commencing at the Northeast corner of Section 21, Township 35, North Range 9 West of the Second P.M.; thence North 88 degrees 22 minutes 17 seconds West, a distance of 2301.34 feet; thence South 00 degrees 07 minutes 35 seconds West along the West line of the East 30 acres of the Northwest 1/4 of the Northeast 1/4 of said Section 21, a distance of 730.0 feet; thence South 88 degrees 24 minutes 37 seconds East, a distance of 116.19 feet; thence South 73 degrees 40 minutes 25 seconds West, a distance of 120.87 feet; thence South 15 degrees 52 minutes 40 seconds East, a distance of 25.19 feet, to the point of beginning of said exception; thence North 74 degrees 07 minutes 20 seconds East, a distance of 260.0 feet; thence South 15 degrees 52 minutes 40 seconds East, a distance of 207.0 feet; thence South 74 degrees 07 minutes 20 seconds West, a distance of 260.0 feet; thence North 15 degrees 52 minutes 40 seconds West, a distance of 207.0 feet; said parcel less exception, containing 6.600 acres, more or less, all in the Town of Schererville, Lake County, Indiana.

Tract III

CAFETERIA ADDITION

Being part of the Northeast 1/4 of Section 24, Township 35 North, Range 10 West of the Second Principal Meridian, more particularly described as follows: Beginning at a point 353.15 feet North and 451.24 feet East, of a P.K. Nail set on the South line of said Northeast 1/4, 989.73 feet West of the Southeast corner of said Northeast 1/4 of said Section 24; thence North 44 degrees 59 minutes 16 seconds East, a distance of 63 feet; thence South 45 degrees 00 minutes 44 seconds East, a distance of 88 feet; thence South 44 degrees 59 minutes 16 seconds West, a distance of 90 feet; thence North 45 degrees 00 minutes 44 seconds West, a distance of 61 feet; thence North 0 degrees 00 minutes 44 seconds West, a distance of 38.18 feet, to the point of beginning, all in the Town of Dyer, Lake County, Indiana.

CLASSROOM ADDITION

Being a part of the Northeast 1/4 of Section 24, Township 35 North, Range 10 West of the Second Principal Meridian, more particularly described as follows: Beginning at a point 495.91 feet North and 270 feet East of a P.K. Nail set on the South line of said Northeast 1/4, 989.73 feet West of the Southeast corner of said Northeast 1/4 of said Section 24; thence North 45 degrees 00 minutes 14 seconds West, a distance of 146.08 feet; thence North 44 degrees 59 minutes 16 seconds East, a distance of 94 feet; thence South 45 degrees 00 minutes 14 seconds East, a distance of 177.91 feet; thence South 44 degrees 59 minutes 16 seconds West, a distance of 63.25 feet; thence North 49 degrees 01 minutes 25 seconds West, a distance of 41.26 feet, to the point of beginning, all in the Town of Dyer, Lake County, Indiana.

PARKING LOT ADDITION

Being a part of the Northeast 1/4 of Section 24, Township 35 North, Range 10 West of the 2nd P.M., more particularly described as follows: Commencing at a P.K. nail set on the South line of said Northeast 1/4, 989.73 feet West of the Southeast corner of said Northeast 1/4 of said Section 24; thence North 00 degrees 19 minutes 09 seconds West, a distance of 40 feet; thence North 89 degrees 53 minutes 05 seconds East, a distance of 30 feet to the point of beginning; thence North 00 degrees 19 minutes 09 seconds West, a distance of 235 feet; thence South 45 degrees 00 minutes 44 seconds East, a distance of 331.74 feet to a point on the North 40 foot right of center line of 81st Street; thence South 89 degrees 53 minutes 05 seconds West, a distance of 233.92 feet to the point of beginning, all in the Town of Dyer, Lake County, Indiana.

CAFETERIA SERVICE DRIVE AND PARKING ADDITION

Being part of the Northeast 1/4 of Section 24, Township 35 North, Range 10 West of the Second Principal Meridian, more particularly described as follows: Commencing at a point 353.15 feet North and 451.24 feet East, of a P.K. Nail set on the South line of said Northeast 1/4, 989.73 feet West of the Southeast corner of said Northeast 1/4 of said Section 24; thence South 00 degrees 00 minutes 41 seconds East, a distance of 38.18 feet, to the point of beginning; thence South 45 degrees 00 minutes 44 seconds East, a distance of 77.5 feet; thence South 11 degrees 59 minutes 16 seconds West, a distance of 205 feet; thence North 45 degrees 00 minutes 44 seconds West, a distance of 77.5 feet; thence South 11 degrees 59 minutes 16 seconds West, a distance of 205.00 feet, to the point of beginning, all in the Town of Dyer, Lake County, Indiana.

A 30 foot ingress-egress easement, more particularly described as follows: Commencing at a point 353.15 feet North, 451.24 feet East of a P.K. nail set on the centerline of 81st Street, 989.73 feet West of the Southeast corner of the East 1/4 of Section 24, Township 35 North, Range 10 West; thence North 44 degrees 59 minutes 16 seconds East, a distance of 33.00 feet to the point of beginning; thence North 44 degrees 59 minutes 16 seconds East, a distance of 30.00 feet; thence North 45 degrees 00 minutes 44 seconds West, a distance of 197.07 feet; thence South 44 degrees 59 minutes 16 seconds West, a distance of 30.00 feet; thence South 45 degrees 00 minutes 44 seconds East 197 feet to the point of beginning, in the Town of Dyer, Lake County, Indiana.

A 30 foot ingress-egress easement, more particularly described as follows: Commencing at a P.K. nail set on the centerline of 81st Street, 989.73 feet West of the Southeast corner of the East 1/4 of Section 24, Township 35 North, Range 10 West; thence North 00 degrees 19 minutes 09 seconds West, a distance of 40.00 feet to the North 40 foot dedicated right of way line of 81st Street, and the point of beginning; thence North 00 degrees 19 minutes 09 seconds West, a distance of 431.94 feet; thence North 44 degrees 59 minutes 16 seconds East, a distance of 303.90 feet; thence South 45 degrees 00 minutes 44 seconds East, a distance of 30.00 feet; thence South 44 degrees 59 minutes 16 seconds West, a distance of 291.38 feet; thence South 00 degrees 19 minutes 09 seconds East, a distance of 419.64 feet; thence South 89 degrees 53 minutes 05 seconds West, a distance of 30.00 feet to the point of beginning.

Tract IV

A parcel of land lying within Sections 10 and 15, Township 35 North, Range 9 West of the Second Principal Meridian, all in the Town of Schererville. Lake County, Indiana, and being more particularly described as follows:

Commencing at the Southwest corner of the Southeast Quarter of the Southwest Quarter of said Section 10 (also being the Northwest corner of the Northeast Quarter of the Northwest Quarter of said Section 15); thence S 89° 39' 49" E, along the South line of said Section 10 (also being the North line of said Section 15), a distance of 51.72 feet, to the POINT OF BEGINNING; thence N 01° 49' 01" W, a distance of 18.02 feet; thence N 88° 10' 59" E, a distance of 44.05 feet; thence N 01° 49' 01" W, a distance of 19.43 feet; thence N 88° 10' 59" E, a distance of 40.25 feet; thence N 01° 49' 01" W, a distance of 81.50 feet; thence N 88° 10' 59" E, a distance of 81.50 feet; thence N 01° 49' 01" W, a distance of 24.17 feet; thence N 88° 10' 59" E, a distance of 31.00 feet; thence N 01° 49' 01" W, a distance of 7.25 feet; thence N 88° 10' 59" E, a distance of 401.17 feet; thence S 01° 49' 01" E, a distance of 134.00 feet; thence S 88° 10' 59" W, a distance of 390.17 feet; thence S 01° 49' 01" E, a distance of 21.00 feet; thence S 88° 10' 59" W, a distance of 21.00 feet; thence S 01° 49' 01" E, a distance of 92.50 feet; thence S 88° 11' 00" W, a distance of 9.05 feet; thence S 01° 49' 02" E, a distance of 14.85 feet; thence S 88° 10' 59" W, a distance of 158.58 feet; thence N 01° 49' 01" W, a distance of 62.30 feet; thence S 88° 10' 59" W, a distance of 19.17 feet; thence N 01° 49' 01" W, a distance of 49.68 feet, to the POINT OF BEGINNING; Containing 2.07 Acres more or less.



EXHIBIT B

Attached to and made a part of the First Supplemental Trust Indenture
executed by and among
Lake Central Multi-District School Building Corporation,
and
Mercantile National Bank of Indiana, Trustee
Dated as of April 15, 2002

U.S. OBLIGATIONS - SLGS

| <u>Maturity</u> | <u>Amount</u> | <u>Rate</u> |
|-----------------|---------------|-------------|
| July 15, 2002 | \$13,920,300 | 1.77% |

Cash Deposit of \$100.00



This instrument prepared by
Thomas W. Peterson
One American Square, Box 82001
Indianapolis, Indiana 46282