



**UCC FINANCING STATEMENT**  
 State Form 50181 (5-01)  
 Approved by State Board of Accounts, 2001

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FOLLOW INSTRUCTIONS (FRONT AND BACK) CAREFULLY.

STATE OF INDIANA  
 LAKE COUNTY  
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A. NAME AND PHONE OF CONTACT AT FILER (optional)  
 Jeffery J. Qualkinbush (317) 231-7753

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Jeffery J. Qualkinbush, Esq.  
 Barnes & Thornburg LLP  
 11 South Meridian Street  
 Indianapolis, IN 46204

*see oversize attachments*

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor (1a or 1b) - do not abbreviate or combine names

OR	1a. ORGANIZATION'S NAME Munster School Building Corporation			
	1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

1c. MAILING ADDRESS 8616 Columbia Avenue	CITY Munster	STATE IN	POSTAL CODE 46321	COUNTRY USA
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ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION Corporation	1f. JURISDICTION OF ORGANIZATION Indiana	1g. ORGANIZATIONAL ID #, if any 1955679 <input type="checkbox"/> NONE	
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2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor (2a or 2b) - do not abbreviate or combine names

CR	2a. ORGANIZATION'S NAME None			
	2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
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ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE	
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3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

OR	3a. ORGANIZATION'S NAME Mercantile National Bank of Indiana, as Trustee			
	3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

3c. MAILING ADDRESS 5243 Hohman Avenue	CITY Hammond	STATE IN	POSTAL CODE 46320	COUNTRY USA
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4. This FINANCING STATEMENT covers the following collateral:  
 See Exhibit A attached hereto.

5. ALTERNATIVE DESIGNATION (if applicable):  LESSEE / LESSOR  CONSIGNEE / CONSIGNOR  BAILEE / BAILOR  SELLER / BUYER  AG. LIEN  NON-UCC FILING

6.  This FINANCIAL STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable)

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s)  
 ADDITIONAL FEE (optional)  All Debtors  Debtor 1  Debtor 2

8. OPTIONAL FILER REFERENCE DATA  
 Recorder of Lake County, Indiana

**EXHIBIT A**  
**(Lake County UCC Filing)**

This financing statement covers the following types (or items) of property. All capitalized terms not defined herein shall have the meaning ascribed to them in the Trust Indenture, dated as of November 1, 2003 (the "Original Indenture"), as supplemented by a First Supplemental Trust Indenture, dated as of November 1, 2004 (the "First Supplemental Indenture"), and as further supplemented and amended by a Second Supplemental Trust Indenture, dated as of November 1, 2005 (the "Second Supplemental Indenture") (the Original Indenture as supplemented by the First Supplemental Indenture and the Second Supplemental Indenture, the "Indenture"), each by and between the Debtor and the Secured Party. The Original Indenture was filed in the office of the Recorder of Lake County, Indiana in connection with UCC Financing Statement 2003 001254. A copy of the Second Supplemental Indenture is attached hereto as Appendix A-1.

Real estate located in Lake County, Indiana, the same being more particularly described in Exhibit A to Appendix A-1 attached hereto and made a part hereof (the "New 2005 Real Estate"); and

Also, all buildings, improvements, fixtures and structures currently located, or to be located, on the New 2005 Real Estate (the "New 2005 Structures") (the New 2005 Real Estate, New 2005 Structures and Mortgaged Property (as previously defined in the Indenture) hereinafter, collectively, the "Mortgaged Property").

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APPENDIX A-1

SECOND SUPPLEMENTAL TRUST INDENTURE

between

MUNSTER SCHOOL BUILDING CORPORATION

and

MERCANTILE NATIONAL BANK OF INDIANA  
Hammond, Indiana, Trustee

\$1,655,000 First Mortgage Bonds, Series 2005

Dated as of November 1, 2005

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SECOND SUPPLEMENTAL TRUST INDENTURE

THIS SECOND SUPPLEMENTAL INDENTURE, executed and dated as of the 1st day of November, 2005 (the "Second Supplemental Indenture"), supplementing the Trust Indenture, dated as of November 1, 2003 (the "Original Indenture"), which had been supplemented by the First Supplemental Trust Indenture, dated as of November 1, 2004 (the "First Supplemental Indenture"), each of which was or is made and entered into between the MUNSTER SCHOOL BUILDING CORPORATION, a corporation organized and existing under the laws of the State of Indiana (the "Corporation"), and MERCANTILE NATIONAL BANK OF INDIANA, a national banking association operating under the laws of the United States of America, having its corporate trust office in Hammond, Indiana (the "Trustee") (the Original Indenture as supplemented by the First Supplemental Indenture and this Second Supplemental Indenture and as further supplemented and amended from time to time, the "Indenture"),

WITNESSETH:

WHEREAS, the Original Indenture was recorded on December 1, 2003, in the Recorder's Office of Lake County, Indiana, as Instrument Number 2003 127451, and

WHEREAS, the Corporation has, by due corporate action, previously issued the First Mortgage Bonds, Series 2003B (the "2003B Bonds") to pay for the costs of the 2003B Project (as defined in the Original Indenture); and

WHEREAS, the First Supplemental Indenture was recorded on November 24, 2004, in the Recorder's Office of Lake County, Indiana, as Instrument Number 2004 099704;

WHEREAS, the Corporation has, by due corporate action, also previously issued the First Mortgage Bonds, Series 2004 (the "2004 Bonds") on a parity with the 2003B Bonds to pay for the costs of the 2004 Project (as defined in the First Supplemental Indenture); and

WHEREAS, the Original Indenture provides in Section 2.07 thereof that the Corporation may issue Additional Bonds (as defined in the Original Indenture) in an amount which can be repaid, along with the 2003B Bonds, the 2004 Bonds, and any other outstanding Bonds (as defined in the Original Indenture) from lease rentals paid by the School Corporation pursuant to the Lease; and

WHEREAS, the Corporation has, by due corporate action, determined (1) to borrow the sum of One Million Six Hundred Fifty-Five Thousand Dollars (\$1,655,000) as of the date hereof, for the purpose of procuring funds to pay all or a portion of the costs of (a) the acquisition of certain real property from the School Town of Munster, Lake County, Indiana (the "School Corporation"), and the construction and equipping thereon of an addition to the existing Wilbur Wright Middle School consisting of a new physical education facility including a double gymnasium, classrooms, locker rooms and other facilities totaling approximately 16,000 square feet, (b) the 2003B Project, (c) the 2004 Project, (d) the reimbursement of expenses previously paid by the School Corporation in connection with the 2003B Project or the 2004 Project, (e) the payment of a portion of the interest due on the 2005 Bonds (as hereinafter defined) on July 15, 2006, (f) any projects related to the projects described in clauses (a) through and including (e), and (g) the costs of selling and issuing the 2005 Bonds (clauses (a) through and including (g),

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collectively, the "2005 Project"), and (2) to execute and issue its First Mortgage Bonds, Series 2005 (the "2005 Bonds") in the form and with the terms provided herein and in the Indenture, which 2005 Bonds are to be secured under the Indenture on a parity with the 2003B and 2004 Bonds; and

WHEREAS, all acts, proceedings and things necessary and required by law and by the articles of incorporation and by-laws of the Corporation to make the 2005 Bonds, when executed by the Corporation and authenticated by the Trustee, the valid, binding and legal obligations of the Corporation and to constitute and make each of this Second Supplemental Indenture, the First Supplemental Indenture and the Original Indenture a valid and effective mortgage and security agreement, have been done, taken and performed, and the issuance, execution and delivery of the 2005 Bonds, and the execution, acknowledgment and delivery of each of this Second Supplemental Indenture, the First Supplemental Indenture and the Original Indenture have, in all respects, been duly authorized by the Corporation in the manner provided and required by law; now, therefore:

The Corporation, in consideration of the premises and the acceptance of the 2005 Bonds by the registered owners thereof, and the sum of One Dollar (\$1.00) in hand paid by the Trustee, receipt of which is hereby acknowledged, and especially in order to secure the payment of the principal of and interest and premium, if any, on the Bonds to be issued and at any time outstanding hereunder as the same shall become due, according to the tenor hereof, and the faithful performance of all the covenants and agreements contained in the Bonds and in this Indenture, by these presents does grant, bargain, sell, transfer, assign, demise, release, convey, mortgage, pledge, set over and confirm unto the Trustee, the Mortgaged Property (as defined in the Original Indenture and the First Supplemental Indenture which were recorded in the Recorder's Office of Lake County, Indiana, as Instrument Number 2003 12745 and Instrument Number 2004 099704, respectively) together with the following additional property and structures: the following:

Real estate located in Lake County, Indiana, the same being more particularly described in Exhibit A attached hereto and made a part hereof (the "New 2005 Real Estate");

Also, all buildings, improvements, fixtures and structures currently located, or to be located, on the New 2005 Real Estate (the "New 2005 Structures") (the New 2005 Real Estate, New 2005 Structures and Mortgaged Property (as defined in the Original Indenture) hereinafter, collectively, the "Mortgaged Property");

TO HAVE AND TO HOLD all of the Mortgaged Property unto the Trustee and its successors in said trust upon the terms and conditions set forth herein for the equal and proportionate benefit, security and protection of all registered owners of the Bonds issued or to be issued under and secured by this Indenture, without preference, priority or distinction as to lien or otherwise of any one Bond over any other, subject to the provisions of this Second Supplemental Indenture; provided, however, that any Future Real Estate, or Future Structures pledged under any supplemental indenture shall only be subject to the lien of this First Supplemental Indenture for the period and in accordance with the terms set forth in such supplemental indenture; provided, further, however, that unless otherwise set forth in a

supplemental indenture, if there does not exist on January 15, 2029, an Event of Default hereunder, the New 2005 Real Estate and the New 2005 Structures shall be released from the lien of this Indenture on January 15, 2029. Notwithstanding the foregoing, until all Affidavits of Completion (as defined in the Original Indenture and now including the 2005 Affidavit of Completion (as hereinafter defined)) are filed with respect to the Project financed with the proceeds of a particular series of the Bonds, the Mortgaged Property with respect to such series of Bonds shall consist of only (i) the proceeds of such series of Bonds which are deposited into the accounts of the Funds established at the time such series of Bonds are issued (other than the Rebate Funds), (ii) any lease rentals paid in connection with such series of Bonds, and (iii) any other funds specifically pledged to such series of Bonds in the supplemental indenture executed, and delivered at the time such series of Bonds are issued.

PROVIDED, HOWEVER, that if the Corporation, its successors or assigns, shall well and truly pay, or cause to be paid, the principal of the Bonds and the interest and premium, if any, due or to become due thereon, at the times and in the manner as set forth in said Bonds in accordance with the terms hereof, and shall well and truly keep, perform and observe all covenants and conditions pursuant to the terms of this Indenture to be kept, performed and observed by the Corporation, and shall pay to the Trustee all sums of money due, or to become due to it, in accordance with the terms and provisions hereof, then this Indenture and the rights hereby granted shall cease, determine and be void, and the Trustee, in such case, on demand of the Corporation, upon the payment by the Corporation to the Trustee of its reasonable fees, costs and expenses, shall execute and deliver to the Corporation such deeds, discharges or satisfactions as shall be requisite to discharge the lien hereof and to reconvey to or to revest in the Corporation the Mortgaged Property hereby conveyed; otherwise, this Indenture to be and remain in full force and effect, except as set forth in the immediately preceding paragraph.

All Bonds issued and secured hereunder are to be issued, authenticated and delivered, and all property hereby mortgaged and pledged 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 registered owners, from time to time, of the said Bonds or any part thereof, as follows:

(End of preambles and granting clauses)

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ARTICLE I.

Definitions and Interpretation

Section 1.01. Definitions. Except as set forth in Section 1.01 or the preamble and granting clauses in this Second Supplemental Indenture, words and terms defined in the Original Indenture, as supplemented and amended by the First Supplemental Indenture, shall have the meaning therein prescribed unless the context otherwise indicates. Except as set forth in Section 1.01 or the preamble and granting clauses in this Second Supplemental Indenture, any words or terms used in the Original Indenture, as supplemented and amended by the First Supplemental Indenture, for which a different definition is provided herein shall have the meanings herein prescribed unless the context otherwise indicates.

“2005 Affidavit of Completion” shall mean an affidavit filed with the Trustee by the Corporation upon completion of the facilities that are a part of the 2005 Project, which states that such facilities are completed and ready for occupancy.

“2005 Bondholder” shall mean the registered owner of any 2005 Bond.

“2005 Bond Interest Account” shall mean the 2005 Bond Interest Account created and established as a part of the Project Fund by Section 3.01 hereof.

“2005 Construction Account” shall mean the 2005 Construction Account created and established as a part of the Project Fund by Section 3.01 hereof.

“2005 Project” shall have the meaning set forth in the recitals of this Second Supplemental Indenture.

“2005 Rebate Fund” shall mean the 2005 Rebate Fund created and established by Section 3.02 hereof.

“New 2005 Real Estate” shall mean the real estate described on Exhibit A attached hereto.

“New 2005 Structures” shall mean the buildings, improvement, fixtures and structures currently located, or to be located, on the New 2005 Real Estate.

(End of Article I)

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ARTICLE II.

Maturities and Form of Bonds

Section 2.01. Principal Amount; Dated Date; Denominations; Numbering; Maturities; Interest.

(a) The principal amount of all 2005 Bonds which may be issued and outstanding under this Second Supplemental Indenture shall be One Million Six Hundred Fifty-Five Thousand Dollars (\$1,655,000) face value. The 2005 Bonds, the 2004 Bonds and the 2003B Bonds are secured by the Indenture on a parity basis. The 2005 Bonds shall be originally dated as of December 15, 2005, shall be issued in the denomination of Five Thousand Dollars (\$5,000) or any integral multiple thereof, and shall be numbered consecutively from 2005R-1 upward.

(b) The 2005 Bonds shall mature on the dates shown below, in principal amounts and with interest at the rates per annum shown below:

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
July 15, 2007	\$20,000	4.00%
January 15, 2008	25,000	4.00
January 15, 2009	50,000	4.00
July 15, 2009	25,000	4.00
July 15, 2010	50,000	4.00
January 15, 2011	30,000	4.00
July 15, 2011	25,000	4.00
July 15, 2012	50,000	4.00
July 15, 2013	65,000	4.00
July 15, 2014	65,000	4.00
July 15, 2015	65,000	4.25
July 15, 2017	135,000	4.50
July 15, 2019	150,000	4.50
July 15, 2020	80,000	4.50
July 15, 2022	165,000	4.65
July 15, 2024	175,000	4.75
January 15, 2029	480,000	4.75

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The interest on all of the 2005 Bonds is payable on each Interest Payment Date commencing July 15, 2006. Interest, shall be calculated from the Interest Payment Date next preceding the date of authentication to which interest has been paid unless the Bond is authenticated on or before the Record Date for the first Interest Payment Date, in which case interest shall be paid from the original date specified in the 2005 Bonds, or unless the 2005 Bond is authenticated after the Record Date for an Interest Payment Date and on or before such Interest Payment Date, in which case interest shall be paid from such Interest Payment Date. Interest shall be calculated on the basis of a three hundred sixty (360) day year consisting of twelve (12) thirty (30) day months.

(c) The 2005 Bonds maturing on January 15, 2009, July 15, 2010, July 15, 2012, July 15, 2013, July 15, 2014, July 15, 2015, July 15, 2017, July 15, 2019, July 15, 2020, July 15, 2022, July 15, 2024 and January 15, 2029, shall be "Term Bonds", and the Term Bonds shall be subject to mandatory sinking fund redemption as set forth in Sections 4.02(a) through (g) hereof.

Section 2.02. Form of 2005 Bonds. The form of the 2005 Bonds, the Registrar's certificate to be endorsed thereon and the registration endorsement (with appropriate insertions of amounts, distinguishing numbers, letters and other appropriate information) shall be substantially as follows:

(Form of 2005 Bonds)

2005R-\_\_\_

UNITED STATES OF AMERICA

State of Indiana

2005 001140  
Lake County

MUNSTER SCHOOL BUILDING CORPORATION  
FIRST MORTGAGE BOND, SERIES 2005

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Original Date</u>	<u>Authentication Date</u>	<u>CUSIP</u>
		December 15, 2005	December 2005	

Registered Owner: CEDE & CO.

Principal Sum:

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MUNSTER 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 is called for redemption prior to maturity as provided for herein), and to pay interest hereon at the Interest Rate 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 first day of the month in which interest is payable in which case it shall bear interest from such interest payment date, or unless this bond is authenticated on or before July 1, 2006, 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, 2006. 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 or draft mailed one Business Day prior to the interest payment date to the person in whose name this bond is registered on the first day of the

month in which interest is payable (the "Record Date"). Each registered owner of \$1,000,000 or more in principal amount of Bonds (as hereinafter defined) shall be entitled to receive interest payments by wire transfer by providing written wire instructions to the Trustee, the Registrar and Paying Agent (each hereinafter defined) before the Record Date for such payment. Principal of and premium, if any, on this bond are payable in lawful money of the United States of America at the designated corporate trust office of Mercantile National Bank of Indiana, in Hammond, Indiana (the "Registrar" and the "Paying Agent").

This bond is one of an authorized issue of bonds of the Corporation, all of like date, tenor and effect (except as to numbering, denomination, interest rates, terms of redemption and date of maturity), in the aggregate principal amount of One Million Six Hundred Fifty-Five Thousand Dollars (\$1,655,000) (the "2005 Bonds"), issued under and in accordance with, and all equally and ratably entitled to the benefits of, and ratably secured by, a Trust Indenture (hereinafter called the "Original Indenture"), dated as of November 1, 2003, as supplemented and amended by a First Supplemental Trust Indenture, dated as of November 1, 2004, as further supplemented and amended by a Second Supplemental Trust Indenture, dated as of November 1, 2005, each of which was executed by the Corporation and Mercantile National Bank of Indiana, as trustee (the "Trustee") (hereinafter collectively called the "Indenture"), to which reference is hereby made for a description of the property securing the 2005 Bonds, the Munster School Building Corporation First Mortgage Bonds, Series 2004, dated November 24, 2004, and outstanding in the aggregate principal amount of \$3,500,000 (the "2004 Bonds"), the Munster School Building Corporation First Mortgage Bonds, Series 2003B, dated November 26, 2003, and outstanding in the aggregate principal amount of \$2,350,000 (the "2003B Bonds") and any additional parity bonds issued thereunder (the "Additional Bonds") (the 2005 Bonds, the 2004 Bonds, the 2003B Bonds and any Additional Bonds, collectively, the "Bonds"), the rights under the Indenture of the Corporation, the registered owners of the 2005 Bonds, the 2004 Bonds, the 2003B Bonds and any Additional Bonds and the Trustee, to all of which the registered owners hereof, by the acceptance of this bond, agree. The Bonds are limited obligations payable from rental payments under a Lease, dated as of July 25, 2003 (the "Original Lease"), as amended by an Addendum to Lease, dated as of November 1, 2003, a Second Addendum to Lease, dated as of November 1, 2004, and a Third Addendum to Lease, dated as of November 1, 2005, each of which is between the Corporation, as lessor, and the School Town of Munster, Lake County, Indiana (the "School Corporation"), as lessee (hereinafter collectively called the "Lease"), and other moneys assigned by the Indenture. The Indenture permits the issuance of Additional Bonds under the conditions set out in Section 2.07 of the Original Indenture and allows the Corporation to terminate the security of the Indenture for Bonds by establishing a trust fund under the conditions set out in Section 8.04 of the Original Indenture.

The 2005 Bonds payable on or after July 15, 2016, may be optionally redeemed prior to maturity at the option of the Corporation in whole, or in part in any order of maturity selected by the Corporation and by lot within maturities, on any date not earlier than January 15, 2016, at face value plus interest accrued to the date fixed for redemption, and without any redemption premium, provided notice has been given by mail to the registered owners of all 2005 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.

From moneys held in the Sinking Fund, the 2005 Bonds maturing on January 15, 2009, are subject to mandatory sinking fund redemption on the dates shown below, in the principal amount shown below, plus accrued interest and without premium:

<u>Date</u>	<u>Amount</u>
July 15, 2008	\$25,000
January 15, 2009 (final maturity)	25,000

From moneys held in the Sinking Fund, the 2005 Bonds maturing on July 15, 2010, are subject to mandatory sinking fund redemption on the dates shown below, in the principal amount shown below, plus accrued interest and without premium:

<u>Date</u>	<u>Amount</u>
January 15, 2010	\$25,000
July 15, 2010 (final maturity)	25,000

From moneys held in the Sinking Fund, the 2005 Bonds maturing on July 15, 2012, are subject to mandatory sinking fund redemption on the dates shown below, in the principal amount shown below, plus accrued interest and without premium:

<u>Date</u>	<u>Amount</u>
January 15, 2012	\$25,000
July 15, 2012 (final maturity)	25,000

From moneys held in the Sinking Fund, the 2005 Bonds maturing on July 15, 2013, are subject to mandatory sinking fund redemption on the dates shown below, in the principal amount shown below, plus accrued interest and without premium:

<u>Date</u>	<u>Amount</u>
January 15, 2013	\$30,000
July 15, 2013 (final maturity)	35,000

From moneys held in the Sinking Fund, the 2005 Bonds maturing on July 15, 2014, are subject to mandatory sinking fund redemption on the dates shown below, in the principal amount shown below, plus accrued interest and without premium:

<u>Date</u>	<u>Amount</u>
January 15, 2014	\$30,000
July 15, 2014 (final maturity)	35,000

From moneys held in the Sinking Fund, the 2005 Bonds maturing on July 15, 2015, are subject to mandatory sinking fund redemption on the dates shown below, in the principal amount shown below, plus accrued interest and without premium:

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<u>Date</u>	<u>Amount</u>
January 15, 2015	\$30,000
July 15, 2015 (final maturity)	35,000

From moneys held in the Sinking Fund, the 2005 Bonds maturing on July 15, 2017, are subject to mandatory sinking fund redemption on the dates shown below, in the principal amount shown below, plus accrued interest and without premium:

<u>Date</u>	<u>Amount</u>
January 15, 2016	\$30,000
July 15, 2016	35,000
January 15, 2017	35,000
July 15, 2017 (final maturity)	35,000

From moneys held in the Sinking Fund, the 2005 Bonds maturing on July 15, 2019, are subject to mandatory sinking fund redemption on the dates shown below, in the principal amount shown below, plus accrued interest and without premium:

<u>Date</u>	<u>Amount</u>
January 15, 2018	\$35,000
July 15, 2018	35,000
January 15, 2019	40,000
July 15, 2019 (final maturity)	40,000

From moneys held in the Sinking Fund, the 2005 Bonds maturing on July 15, 2020, are subject to mandatory sinking fund redemption on the dates shown below, in the principal amount shown below, plus accrued interest and without premium:

<u>Date</u>	<u>Amount</u>
January 15, 2020	\$40,000
July 15, 2020 (final maturity)	40,000

From moneys held in the Sinking Fund, the 2005 Bonds maturing on July 15, 2022, are subject to mandatory sinking fund redemption on the dates shown below, in the principal amount shown below, plus accrued interest and without premium:

<u>Date</u>	<u>Amount</u>
January 15, 2021	\$45,000
July 15, 2021	40,000
January 15, 2022	40,000
July 15, 2022 (final maturity)	40,000

From moneys held in the Sinking Fund, the 2005 Bonds maturing on July 15, 2024, are subject to mandatory sinking fund redemption on the dates shown below, in the principal amount shown below, plus accrued interest and without premium:

<u>Date</u>	<u>Amount</u>
January 15, 2023	\$40,000
July 15, 2023	45,000
January 15, 2024	45,000
July 15, 2024 (final maturity)	45,000

From moneys held in the Sinking Fund, the 2005 Bonds maturing on January 15, 2029, are subject to mandatory sinking fund redemption on the dates shown below, in the principal amount shown below, plus accrued interest and without premium:

<u>Date</u>	<u>Amount</u>
January 15, 2025	\$50,000
July 15, 2025	50,000
January 15 2026	50,000
July 15, 2026	50,000
January 15, 2027	50,000
July 15, 2027	55,000
January 15, 2028	55,000
July 15, 2028	60,000
January 15, 2029 (final maturity)	60,000

Notice of redemption shall be mailed by first-class mail not more than sixty (60) days and not less than thirty (30) days prior to the date fixed for redemption to the address of the registered owner of each 2005 Bond to be redeemed as shown on the registration record kept by the Trustee except to the extent such redemption notice is waived by owners of Bonds redeemed, provided, however, that failure to give such notice by mailing, or any defect therein, with respect to any 2005 Bond shall not affect the validity of the redemption of any other 2005 Bonds. If this bond is so called for redemption, and payment is made to the paying agent 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.

The 2005 Bonds are subject to extraordinary redemption prior to maturity, without premium, from proceeds of insurance received in certain circumstances relating to damage or destruction of the property financed with the Bonds.

If 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 is transferable or exchangeable by the registered owner hereof at the designated corporate trust operations office of the Registrar, upon surrender and cancellation of this bond and on presentation of a duly executed written instrument of transfer or exchange 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 or the registered owner, as the case may be, in exchange therefor.

The Corporation, the Trustee, the Registrar and the Paying Agent 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 Registrar, or its successors in trust, by the execution of the certificate endorsed hereon. The registered owner of this bond shall have no recourse for its payment against present or future incorporators, stockholders, members, officers, directors or employees of the Corporation, and such recourse is, by the acceptance of this bond, expressly waived.

A Continuing Disclosure Contract from the School Corporation to each registered owner or holder of any 2005 Bond, dated as of the date of initial issuance of the 2005 Bonds (the "Contract"), has been executed by the School Corporation, a copy of which is available from the School Corporation and the terms of which are incorporated herein by this reference. The Contract contains certain promises of the School Corporation to each registered owner or holder of any 2005 Bond, including a promise to provide certain continuing disclosure. By its payment for and acceptance of this bond, the registered owner or holder of this bond assents to the Contract and to the exchange of such payment and acceptance for such promises.

IN WITNESS WHEREOF, MUNSTER SCHOOL BUILDING CORPORATION has caused this bond to be executed in its name and on its behalf by the original or facsimile of the signature of its President or Vice President, attested by the original or facsimile signature of its Secretary.

MUNSTER SCHOOL  
BUILDING CORPORATION

2005 001140

Attest:

By: \_\_\_\_\_  
\_\_\_\_\_  
President

\_\_\_\_\_  
\_\_\_\_\_, Secretary

REGISTRAR'S CERTIFICATE

This bond is one of the 2005 Bonds described in the within mentioned Indenture.

MERCANTILE NATIONAL BANK OF  
INDIANA, as Trustee

FILED FOR RECORD  
STATE OF INDIANA  
MICHIGAN A. BROWN  
RECORDER  
OCT 19 11 21 AM '05

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

ASSIGNMENT

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

\_\_\_\_\_ (please print or typewrite name and address of transferee)

\_\_\_\_\_ (please insert social security or other identifying number of assignee)

\$ \_\_\_\_\_ in principal amount (must be a multiple of \$5,000) of the within bond and all rights thereunder, and hereby irrevocably constitutes and appoints \_\_\_\_\_, attorney, to transfer the within bond on the books kept for registration thereof, with full power of substitution in the premises.

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

Signature Guaranteed:

2005 DEC 19 PM  
STATE OF ILLINOIS  
LAKE COUNTY  
FILED FOR RECORD  
MICHAEL A. BRIDGMAN  
RECORDER

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a Securities Transfer Association recognized signature guarantee program.

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

The following abbreviations, when used in the inscription on the face of this bond, shall be construed as though they were written out in full according to applicable laws or regulations:

- TEN. COM. as tenants in common
  - TEN. ENT. as tenants by the entireties
  - JT. TEN. as joint tenants with right of survivorship and not as tenants in common
  - UNIF. TRANS. \_\_\_\_\_ Custodian \_\_\_\_\_
  - MIN. ACT (Cust.) (Minor)
- under Uniform Transfers to Minors Act of \_\_\_\_\_
- (State)

Additional abbreviations may also be used, although not contained in the above list.



(End of Form of 2005 Bond)

Section 2.03. Delivery of Bonds. The 2005 Bonds executed by the Corporation and authenticated by the Trustee shall be delivered by the Trustee to the purchaser thereof in the amount, at the times and upon the payment of the purchase price, as requested in writing by the president or treasurer of the Corporation.

(End of Article II)

2005 001140

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LAKE COUNTY  
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RECORDER

ARTICLE III.  
LAKE COUNTY  
Funds and Investments

2005 001140

Section 5.01. Project Fund. (a) There is hereby established and created the 2005 Project Fund consisting of the 2005 Construction Account, the 2005 Bond Interest Account and such other accounts established by the Corporation from time to time pursuant to one or more supplemental indentures. An amount of the 2005 Bond proceeds equal to \$2,258.91 shall be deposited into the 2005 Bond Interest Account and applied by the Trustee in accordance with this Second Supplemental Indenture. All 2005 Bond proceeds not required to be otherwise spent or deposited shall be deposited in the 2005 Construction Account of the Project Fund. The Trustee shall apply all funds in the 2005 Construction Account to the costs of the 2003B Project, the 2004 Project and the 2005 Project including, but not limited to, the following items:

- (1) Obligations incurred for labor and to contractors, builders and materialmen in connection with the 2005 Project;
  - (2) The cost of acquiring the New 2005 Real Estate and reimbursement of the School Corporation for costs of the 2003B Project or the 2004 Project paid by the School Corporation and the reimbursement of the costs of the 2003B Project and 2004 Project previously paid by the School Corporation;
  - (3) Interest accruing on all the 2005 Bonds during the period of construction to the extent that funds in the 2005 Bond Interest Account and the Sinking Fund are insufficient;
  - (4) The cost of equipment for the facilities which are part of the 2003B Project, the 2004 Project or the 2005 Project;
  - (5) The cost of all indemnity and surety bonds required by this Indenture, the fees and expenses of the Trustee, the Registrar and the Paying Agent during construction, and premiums on insurance during construction;
  - (6) Expenses and fees of architects, engineers and construction managers;
  - (7) All costs and expenses incurred in connection with the issuance and sale of the 2005 Bonds, including, without limitation, attorneys' fees and expenses, printing costs, recording and filing fees;
  - (8) All other incidental costs incurred in connection with the cost of the 2003B Project, the 2004 Project or the 2005 Project, including the accounting referred to in Section 5.07(a)(3) of the Original Indenture; and
  - (9) Any amount required to be deposited in the 2005 Rebate Fund.
- (b) Proceeds of the 2005 Bonds which are deposited into the Bond Interest Account shall be transferred to the Sinking Fund by the Trustee on July 15, 2006, without further authorization, to pay a portion of the interest on the 2005 Bonds due on such date.

(c) All payments from the 2005 Construction Account, except for (1) the items described in Section 3.01(a)(2) and (a)(7), which shall be paid by the Trustee upon presentation of invoices or other documentation evidencing the amount due as is satisfactory to the Trustee, and (2) the interest described in Section 3.01(a)(3), which shall be paid by the Trustee as such interest becomes due if money in the 2005 Bond Interest Account and the Sinking Fund is insufficient to make such payment, shall be made by the Trustee upon presentation of architect's or engineer's certificates of work completed and materials furnished, approved in writing by an Authorized Representative of the Corporation, or in the case of any items not subject to certification by the architect or engineer, then upon the presentation of an affidavit executed by an Authorized Representative of the Corporation, stating the character of the expenditure, the amount thereof, and to whom due, together with the statement of the creditor as to the amount owing and the creditor's taxpayer identification number (if not a corporation).

(d) The Corporation shall furnish to the Trustee at the time the facilities comprising the 2005 Project are ready for occupancy, and the Lease is endorsed to that effect, the 2005 Affidavit of Completion executed by the president or vice president and secretary of the Corporation, the architect or engineer, and an officer of the School Corporation, to the effect that all of the facilities of the 2005 Project have been completed and are ready for occupancy and an affidavit executed by the president or vice president and secretary of the Corporation to the effect that the Mortgaged Property of the Corporation is free of all liens, encumbrances and claims whatsoever, excepting only current taxes not in default, this Indenture, the Lease and liens or potential liens arising from disputed claims of contractors and work to be repaired as set out therein.

(e) After the filing of the 2005 Affidavit of Completion, the Trustee shall hold in the 2005 Construction Account one hundred fifty percent (150%) of the amount of any disputed claims of contractors and work to be repaired, or if less shall hold the entire balance of the 2005 Construction Account, and shall transfer the unobligated balance of the 2005 Construction Account, if any, to such other fund or account as directed, in writing, by an Authorized Representative of the Corporation. Any balance remaining in the 2005 Construction Account after payment of all disputed claims shall be transferred to such other fund or account as directed, in writing, by an Authorized Representative of the Corporation within ten (10) days after the last payment of such disputed claims. The Trustee shall have no responsibility to see that the Project Fund is properly applied, except as herein specifically provided.

#### Section 3.02. 2005 Rebate Fund.

There is hereby established and created a fund designated as the "Munster School Building Corporation 2005 Rebate Fund" (the "2005 Rebate Fund"). Within the 2005 Rebate Fund, the Trustee shall establish and create separate accounts for each series of bonds issued under this Indenture. If, in order to maintain the exclusion of interest on the 2005 Bonds from gross income for federal income tax purposes under Section 103 of the Code, the Corporation is required to rebate portions of the investment earnings to the United States government, the Corporation shall annually cause to be computed the amount required to be so rebated, or, if the provisions of Section 148(f)(4)(C)(vii) of the Code apply, the Corporation shall semi-annually cause to be computed the amount of the penalty to be paid in lieu of rebate. Upon receipt of such computation, the Trustee shall at the direction of the Corporation deposit such amount in the

Rebate Fund from the Project Fund, the Operation Fund or investment earnings on the Sinking Fund. The Trustee shall pay required rebates or penalties from the 2005 Rebate Fund as directed by the Corporation and as required by Section 148 of the Code. Such payments shall be made by the Trustee without any further authorization or direction other than stated herein.

Section 3.03. Investment of Funds.

All funds shall be invested by the Trustee without further direction from the Corporation in clause (vii) of the definition of Qualified Investments, or as the Corporation directs. Until the filing of the 2005 Affidavit of Completion, all interest earnings on all funds and accounts shall be deposited in the 2005 Construction Account and used for the purpose set forth in Section 3.01 hereof. After the filing of the 2005 Affidavit of Completion described in Section 3.01 hereof, the Trustee shall allocate interest earnings to the fund or account to which the earnings are allocable, except as may be provided in any supplemental indenture. Funds invested for the Sinking Fund and 2005 Rebate Fund shall mature prior to the time the funds invested will be needed for payment of principal of and interest on the Bonds or rebate to the United States government. The Trustee is authorized to sell any securities so acquired from time to time in order to make required payments from a particular fund or account.

(End of Article III)

2005 001140

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LAKE COUNTY  
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ARTICLE IV.

Redemption of 2005 Bonds

Section 4.01. Optional Redemption

The Corporation shall have the right, at its option, to redeem, according to the procedure hereinafter provided, all or any part of the 2005 Bonds secured by this Indenture maturing on or after July 15, 2016, in any order of maturity selected by the Corporation and by lot within maturities, on any date not earlier than January 15, 2016, at face value plus interest accrued to the date fixed for redemption, and without any redemption premium.

Section 4.02. Mandatory Sinking Fund Redemption

(a) From moneys held in the Sinking Fund, the 2005 Bonds maturing on January 15, 2009, are subject to mandatory sinking fund redemption on the dates shown below, in the principal amount shown below, plus accrued interest and without premium:

<u>Date</u>	<u>Amount</u>
July 15, 2008	\$25,000
January 15, 2009 (final maturity)	25,000

(b) From moneys held in the Sinking Fund, the 2005 Bonds maturing on July 15, 2010, are subject to mandatory sinking fund redemption on the dates shown below, in the principal amount shown below, plus accrued interest and without premium:

<u>Date</u>	<u>Amount</u>
January 15, 2010	\$25,000
July 15, 2010 (final maturity)	25,000

(c) From moneys held in the Sinking Fund, the 2005 Bonds maturing on July 15, 2012, are subject to mandatory sinking fund redemption on the dates shown below, in the principal amount shown below, plus accrued interest and without premium:

<u>Date</u>	<u>Amount</u>
January 15, 2012	\$25,000
July 15, 2012 (final maturity)	25,000

(d) From moneys held in the Sinking Fund, the 2005 Bonds maturing on July 15, 2013, are subject to mandatory sinking fund redemption on the dates shown below, in the principal amount shown below, plus accrued interest and without premium:

<u>Date</u>	<u>Amount</u>
January 15, 2013	\$30,000
July 15, 2013 (final maturity)	35,000

(e) From moneys held in the Sinking Fund, the 2005 Bonds maturing on July 15, 2014, are subject to mandatory sinking fund redemption on the dates shown below, in the principal amount shown below, plus accrued interest and without premium:

<u>Date</u>	<u>Amount</u>
January 15, 2014	\$30,000
July 15, 2014 (final maturity)	35,000

(f) From moneys held in the Sinking Fund, the 2005 Bonds maturing on July 15, 2015, are subject to mandatory sinking fund redemption on the dates shown below, in the principal amount shown below, plus accrued interest and without premium:

<u>Date</u>	<u>Amount</u>
January 15, 2015	\$30,000
July 15, 2015 (final maturity)	35,000

(g) From moneys held in the Sinking Fund, the 2005 Bonds maturing on July 15, 2017, are subject to mandatory sinking fund redemption on the dates shown below, in the principal amount shown below, plus accrued interest and without premium:

<u>Date</u>	<u>Amount</u>
January 15, 2016	\$30,000
July 15, 2016	35,000
January 15, 2017	35,000
July 15, 2017 (final maturity)	35,000

(h) From moneys held in the Sinking Fund, the 2005 Bonds maturing on July 15, 2019, are subject to mandatory sinking fund redemption on the dates shown below, in the principal amount shown below, plus accrued interest and without premium:

<u>Date</u>	<u>Amount</u>
January 15, 2018	\$35,000
July 15, 2018	35,000
January 15, 2019	40,000
July 15, 2019 (final maturity)	40,000

(i) From moneys held in the Sinking Fund, the 2005 Bonds maturing on July 15, 2020, are subject to mandatory sinking fund redemption on the dates shown below, in the principal amount shown below, plus accrued interest and without premium:

<u>Date</u>	<u>Amount</u>
January 15, 2020	\$40,000
July 15, 2020 (final maturity)	40,000

(j) From moneys held in the Sinking Fund, the 2005 Bonds maturing on July 15, 2022, are subject to mandatory sinking fund redemption on the dates shown below, in the principal amount shown below, plus accrued interest and without premium:

2005 201140

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REC'D  
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STATE OF INDIANA  
LAKE COUNTY  
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<u>Date</u>	<u>Amount</u>
January 15, 2021	\$45,000
July 15, 2021	40,000
January 15, 2022	40,000
July 15, 2022 (final maturity)	40,000

(k) From moneys held in the Sinking Fund, the 2005 Bonds maturing on July 15, 2024, are subject to mandatory sinking fund redemption on the dates shown below, in the principal amount shown below, plus accrued interest and without premium:

<u>Date</u>	<u>Amount</u>
January 15, 2023	\$40,000
July 15, 2023	45,000
January 15, 2024	45,000
July 15, 2024 (final maturity)	45,000

(l) From moneys held in the Sinking Fund, the 2005 Bonds maturing on January 15, 2029, are subject to mandatory sinking fund redemption on the dates shown below, in the principal amount shown below, plus accrued interest and without premium:

<u>Date</u>	<u>Amount</u>
January 15, 2025	\$50,000
July 15, 2025	50,000
January 15, 2026	50,000
July 15, 2026	50,000
January 15, 2027	50,000
July 15, 2027	55,000
January 15, 2028	55,000
July 15, 2028	60,000
January 15, 2029 (final maturity)	60,000

2005 001140

(End of Article IV)

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LAKE COUNTY  
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ARTICLE V.

Covenants of the Corporation

Section 5.01. Lease: Construction of the 2005 Project

2005 901140  
The Corporation covenants that it has entered into a valid and binding Lease of the Mortgaged Property to the School Corporation, and that a full, true and correct copy of the Lease is on file with the Trustee. The Corporation further covenants that, upon the receipt by the Trustee of the proceeds of the 2005 Bonds secured hereby, it will forthwith proceed to construct and equip the facilities comprising the 2005 Project on the New 2005 Real Estate in accordance with the plans and specifications therefor, and will complete such construction with all expedition practicable in accordance with such plans and specifications, together with such changes therein as may be authorized by the Corporation pursuant to this Section 5.01. The Corporation further covenants that it will not authorize, approve or permit any changes to be made in such plans and specifications unless all of the following conditions exist:

(1) The proposed changes in the plans and specifications are approved in writing by the School Corporation, as lessee;

(2) The proposed changes in the plans and specifications will not alter the character of the Structures which are part of the 2005 Project nor reduce the value thereof; and

(3) The proposed changes in the plans and specifications will not result in an increase in the cost of the project exceeding the amount of the uncommitted funds of the Corporation on hand which are not required for the completion of the 2005 Project in accordance with the plans and specifications, interest on the 2005 Bonds during the construction period and the payment of the incidental expenses incurred in connection with the 2005 Project.

(b) Prior to the completion of the 2005 Project in accordance with the provisions of this Section 5.01, performance of additional construction work or the purchase of equipment not specified in the Lease or incorporated therein by reference to the plans and specifications shall be deemed a change or modification in the plans and specifications subject to the requirements in this Section 5.01.

(c) Except for changes made in the plans and specifications pursuant to this Section 5.01 or for amendments to the Lease which results in additional real estate being subject to the Mortgaged Property, the Corporation covenants that it will not agree to any modification of the terms of the Lease which would substantially impair or reduce the security of the owners of the 2005 Bonds described herein or agree to a reduction of the lease rental provided for therein other than in connection with a partial or total refunding of any of the Bonds, except upon compliance with the provisions of Section 11.02 of the Original Indenture. The Corporation further covenants that any modification permitted by this Section 5.01(c) will be made only after a copy thereof has been filed with the Trustee.



Section 5.02. Tax Matters. In order to preserve the exclusion of interest on the 2005 Bonds from gross income for federal income tax purposes and as an inducement to purchasers of the 2005 Bonds, the Corporation represents, covenants and agrees that:

(a) No person or entity, other than the Corporation, the School Corporation or another governmental School Corporation, will use proceeds of the 2005 Bonds or property financed by the 2005 Bond proceeds other than as a member of the general public. No person or entity other than the Corporation, the School Corporation or other governmental School Corporation will own property financed by the 2005 Bond proceeds or will have actual or beneficial use of such property pursuant to a lease, a management or incentive payment contract or any other type of arrangement that differentiates that person's or entity's use of such property from the use by the public at large.

(b) No 2005 Bond proceeds will be loaned to any entity or person. No 2005 Bond proceeds will be transferred, directly or indirectly, or deemed transferred to a nongovernmental person in any manner that would in substance constitute a loan of the 2005 Bond proceeds.

(c) The Corporation and the School Corporation will not take any action or fail to take any action with respect to the 2005 Bonds that would result in the loss of the exclusion from gross income for federal income tax purposes of interest on the 2005 Bonds pursuant to Section 103 of the Code and the regulations thereunder as applicable to the 2005 Bonds, including, without limitation, the taking of such action as is necessary to rebate or cause to be rebated arbitrage profits on 2005 Bond proceeds or other monies treated as 2005 Bond proceeds to the federal government as provided in Section 148 of the Code.

(d) The School Corporation will file information reports on Form 8038-G, with respect to the 2005 Bonds with the Internal Revenue Service as required by Section 149 of the Code.

(e) The proceeds from the sale of the 2005 Bonds, proceeds received from lease rentals payable according to the Lease, any other amounts received by the Corporation in respect to property directly or indirectly financed with any proceeds of such 2005 Bonds and proceeds from interest earned on the investment and reinvestment of such proceeds and amounts, shall not be invested or otherwise used in a manner which would cause such 2005 Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code and the regulations thereunder as applicable to the 2005 Bonds.

Notwithstanding any other provisions of this Indenture, the foregoing covenants and authorizations (the "Tax Sections") which are designed to preserve the exclusion of interest on the 2005 Bonds from gross income under federal income tax law (the "Tax Exemption") need not be complied with, if the Corporation receives an opinion of nationally recognized bond counsel that any Tax Section is unnecessary to preserve the Tax Exemption.

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(End of Article V)

2005 001140

ARTICLE VI.

Release of Mortgaged Property

Notwithstanding anything to the contrary contained in the Indenture, unless otherwise provided in a supplemental indenture, the Trustee shall release from the lien of this Indenture the New 2005 Structures and the New 2005 Real Estate on January 15, 2029, unless there exists as of such date an Event of Default hereunder. Upon such termination of the Trustee's title to such New 2005 Structures and New 2005 Real Estate, the Trustee shall automatically release such New 2005 Structures and New 2005 Real Estate from the lien of this Indenture and shall execute such documents to evidence such release as may be reasonably required by the Corporation.

(End of Article VI)

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ARTICLE VII.

Miscellaneous Provisions

Section 7.01. Original Indenture. This Second Supplemental Indenture shall form a part of the Original Indenture. Except as otherwise set forth in this Second Supplemental Indenture, the terms of the 2005 Bonds shall be governed by the Original Indenture as supplemented and amended by the First Supplemental Indenture.

Section 7.02. Counterparts. This Second 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.

(End of Article VIII)

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RECORDER

IN WITNESS WHEREOF, MUNSTER SCHOOL BUILDING CORPORATION has caused its corporate name to be hereunto subscribed by its president or vice president and attested by its secretary/treasurer, and MERCANTILE NATIONAL BANK OF INDIANA, as Trustee, has likewise caused these presents to be executed in said Trustee's name and behalf by its Trust Officer, and attested by its Vice President & Trust Officer, in token of its acceptance of said trust, as of the day and year first hereinabove written.

MUNSTER SCHOOL BUILDING CORPORATION

By: Mary Clark  
Mary Clark, President

2005 001140

Attest:  
By: Sarah B. Lasbury  
Sarah B. Lasbury, Secretary

MERCANTILE NATIONAL BANK OF INDIANA

By: Michelle R. Wacławski  
Printed: Michelle R. Wacławski  
Title: Trust Officer

(Seal)

Attest:  
By: Claudia K Phalay  
Printed: Claudia K Phalay  
Title: Vice President + Trust Officer

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

Before me, the undersigned, a Notary Public in and for said County and State, this 7<sup>th</sup> day of October, 2005 personally appeared Mary Clark and Sarah B. Lasbury, personally known to me to be the president and secretary, respectively, of the Munster 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)

Karen Demitroulas  
(Written Signature)

KAREN DEMITROULAS  
(Printed Signature)

Notary Public

My Commission expires:

12-5-08

My county of residence is:

Lake

2005 001140

STATE OF INDIANA  
LAKE COUNTY  
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RECORDER

STATE OF INDIANA )  
 ) SS:  
COUNTY OF LAKE )

Before me, the undersigned, a Notary Public in and for said County and State, this 12<sup>th</sup> day of DEC, 2005 personally appeared Michelle R. Waslawik and Claudia K. Phalen, personally known to me to be the TRUST OFFICER and VICE PRES + TRUST OFFICER respectively, of Mercantile National Bank of Indiana, and acknowledged the execution of the foregoing Second Supplemental Indenture for and on behalf of said Trustee.

(Seal)



*Arlene Banta*

(Written Signature)

**ARLENE BANTA**

(Printed Signature)

Notary Public

My Commission expires:

My county of residence is:

2005 001140

STATE OF INDIANA  
LAKE COUNTY  
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RECORDER

This instrument prepared by Jeffery J. Qualkinbush, Esquire, Barnes & Thornburg LLP, 11 South Meridian, Indianapolis, Indiana 46204

Exhibit A

Legal Description of the Middle School Gym  
(New 2005 Real Estate)

Part of the Northeast Quarter of the Southwest Quarter of Section 19, Township 36 North, Range 9 West of the 2<sup>nd</sup> Principal Meridian, in the Town of Munster, Lake County, Indiana, described as follows: Commencing at the intersection of the South line of said Quarter Quarter Section and the Westerly Right-of Way line of Columbia Avenue; thence North 18° 10' 10" East on and along the Westerly Right-of-Way line of Columbia Avenue, a distance of 208.68 feet to the point of beginning; thence North 71° 49' 50" West, 581.34 feet; thence North 18° 10' 10" East, 173.20 feet; thence 72° 18' 37" West, 47.40 feet; thence North 27° 21' 59" West, 60.32 feet; thence North 72° 18' 37" West, 45.32 feet; thence North 17° 41' 23" East, 187.94 feet; thence North 74° 28' 25" East, 165.08 feet; thence North 18° 10' 10" East, 30.31 feet; thence South 71° 49' 50" East, 581.34 feet to a point on the Westerly Right-of-Way line of Columbia Avenue; thence South 18° 10' 10" West, 524.50 feet to the point of beginning.

2005 001140

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