

## Exhibit "G" To The Plan

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### AMENDED AND RESTATED TRUST INDENTURE

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**MADISON PARK CHURCH OF GOD, INC.**  
Anderson, Indiana  
"Issuer"

**TIMOTHY LANDIS, PC,**  
Portland, Oregon  
"Trustee"

**RELIANCE TRUST COMPANY**  
Atlanta, Georgia  
"Trust Company"

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\$ \_\_\_\_\_ General Obligation Bonds  
Dated \_\_\_\_\_, 2013

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Trust No. 1412726

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## AMENDED AND RESTATED TRUST INDENTURE

**THIS AMENDED AND RESTATED TRUST INDENTURE** ("Indenture") dated effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and among **MADISON PARK CHURCH OF GOD, INC.**, an Indiana non-profit religious corporation duly organized and existing under the laws of the State of Indiana (hereinafter called "Issuer"), **RELIANCE TRUST COMPANY**, a Georgia bank and trust company (hereinafter called "Trust Company," "Paying Agent," or "Registrar"), and **TIMOTHY LANDIS, PC**, an Oregon professional corporation (hereinafter called "Trustee");

### WITNESSETH:

**WHEREAS**, Issuer, John B. Linford, a professional law corporation, and Trust Company entered into that certain Trust Indenture Trust No. 1412726, dated July 31, 2007 (the "Original Trust Indenture") in connection with the issuance by Issuer of the General Obligation Bonds, 2007 Series C dated July 31, 2007 in the original principal amount of \$2,319,000 (collectively, the "Original Bonds"); and

**WHEREAS**, on July 12, 2013, the Issuer filed a voluntary petition for relief under Chapter 11 of the United States Bankruptcy Code in the United States Bankruptcy Court for the Southern District of Indiana, Indianapolis Division (the "Court"), as Case No. 13-07430-RLM-11, and an order confirming its Chapter 11 Plan of Reorganization (the "Plan") was entered by the Court on \_\_\_\_\_, 2013; and

**WHEREAS**, pursuant to the Plan, the Issuer, the Trustee and the Trust Company are entering into this Indenture which amends and restates and replaces in its entirety the Original Trust Indenture.

**NOW, THEREFORE**, in consideration of the purchase and acceptance of the Bonds (defined below) by the holders thereof (the "Bondholders"), and in order to secure the payment of the Bonds and any modifications, extensions, amendments or renewals of such bonded indebtedness and the performance of the covenants, conditions and agreements herein contained, the Issuer agrees to deposit in accordance with this Indenture monthly deposits out of receipts of the Issuer which will be sufficient to pay on each Payment Date (defined below) installments of principal on all Bonds then outstanding as more particularly set out hereinafter.

## ARTICLE I

### FORM, REGISTRY AND EXCHANGE OF BONDS

**Section 1. Amount, Date and Price.** The Original Bonds secured by the Original Indenture consisted of a series of General Obligation Bonds, 2007 Series C, in the aggregate amount of Two Million Three Hundred Nineteen Thousand Dollars (\$2,319,000). The Trustee shall direct the Trust Company to cancel the Original Bonds dated July 31, 2007 and the Trust Company shall in replacement thereof issue General Obligation Bonds, 2013 Series C dated \_\_\_\_\_, 2013 in the aggregate amount of \$ \_\_\_\_\_ (the "Bonds"). These Bonds are dated \_\_\_\_\_, 2013 (the "Issue Date") and are designated as serial bonds issued in multiples of \$1,000. The Trustee hereby authorizes the Trust Company to take any and all such actions with respect to the Original Bonds outstanding as of the date hereof as the Trust Company may deem necessary, useful, appropriate, or convenient to reflect the cancellation and replacement of the Original Bonds including, but not limited to, assigning new CUSIP numbers, cancelling outstanding Original Bonds, registering revised Bonds, and exchanging certificated Bonds.

**Section 2. Maturity.** The Bonds shall mature in accordance with the schedule attached hereto, marked Exhibit "A", which is referred to and made a part hereof for all purposes. Principal shall be paid commencing on \_\_\_\_\_, 20\_\_ and on the same date of each year thereafter until all payments have been made on the First Mortgage Bonds, 2013 Series A issued by Issuer pursuant to that certain Amended and Restated Trust Indenture Trust No. 1412724 dated of even date herewith at which time semi-annual payments shall commence, as set forth in Exhibit "A" ("Payment Dates"); provided, however, that the Trustee may in its sole

discretion direct that payments be made more frequently than otherwise scheduled. The Bonds shall be paid upon the maturity date as set forth in Exhibit "A."

**Section 3. Execution.** Each of the Bonds shall be executed on behalf of the Issuer by its duly authorized officers or agents. The signature of said officers may be manual, facsimile, or typewritten. No Bond shall be secured by, or be entitled to any lien, right or benefit under, this Indenture or be valid or obligatory for any purpose, unless there appears on the Bond a certificate of authentication, executed by the Registrar by manual signature, and such certificate upon any Bond shall be conclusive evidence, and the only evidence, that such Bond has been duly authenticated and delivered hereunder.

**Section 4. Specimen Form.** A specimen form of Bond is attached hereto as Exhibit "B" and made a part hereof. Each and every term, covenant and condition thereof is hereby made a part of this Indenture as if the same appeared herein. In the event of conflict between the terms hereof and terms of the Bonds, the terms of the Bonds shall control.

**Section 5. Registry and Transfer of Bonds.** The Trust Company shall prepare and maintain at its office in the city of Atlanta, Georgia, a bond register which shows the names, addresses, bond numbers and amounts of purchase of all Bonds (the "Bond Register"). No transfer of any Bond shall be valid unless duly signed by the registered owner or by his attorney duly authorized in writing. In order for any transfer to be effective, the Bond must be presented to the Trust Company and the Trust Company must note the requested change in ownership on the Bond itself and in the Bond register. Upon presentation for registration of transfer of ownership, the Trust Company shall be entitled to charge the holder thereof a transfer fee and to require compliance with such reasonable regulations as Trust Company may prescribe. Trust Company shall have a reasonable period of time (not to exceed 30 days after receipt of all correct and complete forms and information as required by Trust Company) in which to process all Bond transfers.

**Section 6. Replacement of Bonds.** In the event any Bond shall become mutilated or defaced, the Trust Company shall issue a new Bond of like kind, maturity and date, in exchange and in substitution for the Bonds so mutilated or defaced, upon cancellation thereof and upon payment of Trust Company's normal charge. In the event any Bond is destroyed, lost or stolen, the Trust Company shall issue upon payment to Trust Company of its normal charge in lieu of and in substitution for any Bonds alleged to have been destroyed or lost, or in lieu of and in substitution for any Bonds stolen and not presented for payment within such period, a new Bond of like kind, maturity and date, upon satisfaction of the following requirements: The purported owner of such Bonds shall file with Trust Company evidence satisfactory to the Trust Company that he is the true owner of same, and that such Bonds are in fact destroyed, lost or stolen. The purported owner shall also furnish the Issuer for the benefit of both the Issuer and Trust Company an indemnity bond issued by a reputable surety company, indemnifying them against loss for issuing the substitute Bond as requested and such other evidence as may be reasonably required by Trust Company. In case any such mutilated, destroyed, lost or stolen Bond has become or is about to become due and payable, the Issuer, in its discretion, may, instead of issuing a new Bond, pay such Bond. Notwithstanding the foregoing, if notice is received by Trust Company prior to the first Payment Date following the issuance of the Bond, Trust Company shall issue a replacement certificate without charge upon receipt of a written statement from the Bondholder that the original Bond was never received by the Bondholder.

**Section 7. Registered Holder as Owner.** The person in whose name each Bond is registered shall be deemed and regarded as the owner thereof for all purposes of this Indenture, and payment of principal under any such Bond shall be made only to the registered holder thereof, but said registration may be changed as above provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bonds to the extent of the sum or sums so paid. The Issuer and Trust Company may deem and treat the registered holder of such Bond as the absolute owner (whether or not it shall be overdue), and notwithstanding any notation of ownership or writing thereon which may have been made by anyone other than the Trust Company, and neither the Trust Company nor Issuer shall be affected by any notice to the contrary. All notices to be given to the Bondholders shall be deemed effective if sent to the address set forth on the Bond Register.

**Section 8. Book Entry Form.** Notwithstanding anything contained herein to the contrary, each of the Bonds issued hereunder with the consent of the Issuer may be issued in book entry form as an uncertificated

security in accordance with the provisions of Article 8 of the Uniform Commercial Code as adopted in the state of organization of the Issuer.

## ARTICLE II

### INTENTIONALLY OMITTED

## ARTICLE III

### SINKING FUND

**Section 1. Maintenance of Fund.** In order to facilitate the payment of principal on the Bonds, the Issuer covenants and agrees to deliver to Trust Company for the creation and maintenance of a sinking fund (the "Sinking Fund") funds sufficient to make payment of principal as described in Exhibit "A", or its duly authorized paying agent, until the entire principal on the Bonds has been paid in full. The payments reflected in Exhibit "A" which the Trust Company or Paying Agent shall make from the Sinking Fund include principal on the Bonds subject to this Indenture. The word "deliver" as used in the preceding sentence for the purposes of Article III, Section 1, shall mean to deposit in the United States Mail, properly addressed to Trust Company or the Paying Agent with first class postage prepaid. Alternate methods for the timely transfer of funds may be agreed in advance in writing between Trust Company and Issuer. The amount of the Sinking Fund payments for the General Obligation Bonds, 2013 Series C shall be as follows:

\$1,419.80 per month beginning \_\_\_\_\_, 2013 through \_\_\_\_\_, 2015  
 \$1,701.00 per month beginning \_\_\_\_\_, 2015 through \_\_\_\_\_, 2017\*  
 \$1,982.20 per month beginning \_\_\_\_\_, 2017 through \_\_\_\_\_, 2020  
 \$2,404.00 per month beginning \_\_\_\_\_, 2020 through \_\_\_\_\_, 2033  
 \$19,979.00 per month beginning \_\_\_\_\_, 2033 and thereafter

The above amount includes the Registrar and Paying Agent fees of \$295.00 per month.

\*The monthly payment for the period \_\_\_\_\_, 2015 through \_\_\_\_\_, 2017 shall remain at \$1,419.80 until the 2604 N Scatterfield Road property has been sold.

Payment shall commence on the first (1<sup>st</sup>) day of the second (2<sup>nd</sup>) month following the Issue Date and will continue on the 1<sup>st</sup> day of every month until the entire principal on the Bonds has been paid in full on or before \_\_\_\_\_, 20\_\_\_\_.

In addition to the amounts specified above, Issuer shall deliver to Trust Company for placement in the Sinking Fund, Trust Company's fees and other amounts due hereunder. Provided that, in the event of cancellation or early redemption of any Bonds, or any other reason, the Trust Company may consent to an appropriate reduction in the amount of the Sinking Fund payments. Trust Company shall receive and hold all payments by Issuer into the Sinking Fund and disburse therefrom all payments of principal due on the Bonds, Trust Company's and Trustee's fees and such other sums as provided in Article VIII hereof. Trust Company shall hold said funds in trust together with all other funds held by Trust Company pursuant to this Indenture commingled with similar funds of other issuers, but shall maintain detailed records to reflect the portion thereof attributable to each issuer.

**Section 2. Payment of Principal of Bond.** On each scheduled Payment Date, Trust Company shall pay all principal due on the Bonds as set forth in the maturity schedule attached hereto as Exhibit "A" and incorporated herein by this reference, using money withdrawn from the Sinking Fund but only to the extent of the funds held by Trust Company in the Sinking Fund. On any Payment Date, Trust Company shall not make any payment on the Bonds unless the Sinking Fund contains sufficient funds to enable Trust Company to make all



payments then due on the Bonds and to pay Trustee's and Trust Company's fees and other amounts due hereunder. In the Event of Default hereunder, the balance in the Sinking Fund, if any, shall be held as additional collateral for the payment of the Bonds, and the performance by Issuer of all obligations hereunder including, without limitation, the fees and expenses of Trustee and Trust Company, including attorney's fees.

**Section 3. Failure to Surrender Matured Bonds for Payment.**

(A) In the event any Bonds shall not be presented for payment and the principal thereof becomes due, either at maturity, at the date fixed for redemption thereof, or otherwise, or if any principal payable with respect to a Bond is unclaimed or any check issued in payment of principal is not presented for payment, if funds sufficient to pay such principal shall have been made available to the Trust Company for the benefit of the holder or holders thereof, all liability of the Issuer to the holder or holders thereof for the payment of such principal thereon shall forthwith cease, desist, and be completely discharged, and thereupon it shall be the duty of the Trust Company to hold such fund or funds, without liability for interest thereon to the Issuer or Bondholder, for the benefit of the holder or holders of such Bonds, who shall thereafter be restricted exclusively to such fund or funds for any claim of whatsoever nature on his/her or their part under this Indenture with respect to the Bonds.

(B) If any funds held by Trust Company are not claimed by the owner thereof for (i) more than five (5) years after the date on which the same shall become payable or distributable, or such other period now or hereafter set forth in the Georgia Disposition of Unclaimed Property Act for such funds to be presumed abandoned, or (ii) such period set forth under the laws of any other state having jurisdiction over such funds within which such funds shall be deemed abandoned or required to be escheated, then such funds shall be deemed abandoned or required to be escheated, and such funds shall be paid to the State of Georgia or any other state having jurisdiction thereof, whereupon the owner thereof shall look for payment to the State of Georgia or other state to which such funds have been paid and not to the Trust Company.

**Section 4. Pledge of Revenues.** To secure payment of all amounts due hereunder, Issuer hereby assigns, sets over, and pledges such part of its revenues from all sources as may be necessary to pay such obligations. Issuer agrees to make such deposits required herein before the disbursement of funds for any other purposes and to modify its annual budget and/or operating expenses so that funds for such deposits are available. So long as the Sinking Fund payments required to be made are promptly and properly made, revenues received by Issuer shall be handled by Issuer without any interference by Trustee. Should Issuer fail to make the required payments to the Sinking Fund, then Trustee has the option of demanding payment to it of Issuer's revenues, and, after receipt of such written demand, Issuer shall deliver, and hereby agrees to deliver, all of its receipts directly to Trust Company until the Sinking Fund delinquency is remedied, after which time Issuer may deal with its receipts as before the default.

**ARTICLE IV**

**REPRESENTATIONS, WARRANTIES AND AGREEMENTS OF ISSUER**

**Section 1. Payment of Principal.** Issuer hereby agrees to pay the principal sum of all of the Bonds secured hereby as the same severally mature and become due and payable at the offices of the Trust Company in lawful money of the United States of America. Such payments shall be transmitted to the Trust Company via automatic electronic debit through regular banking channels.

**Section 2. Reports.** Issuer, promptly upon receipt of any written request of Trustee and/or Trust Company, shall furnish Trustee and/or Trust Company with such financial reports and information in a form acceptable to Trustee and/or Trust Company concerning Issuer as may be required or requested by Trustee and/or Trust Company. Trustee and/or Trust Company shall also maintain all documents and records provided to it by the Issuer until all Bonds have been paid in full.

**Section 3. Verification of Identity.** To help the government fight the funding of terrorism and money laundering activities, federal law requires the Trustee to obtain, verify and record information that identifies each issuer that opens an account. Trustee shall request the name, address and other record information that will

allow Trustee to identify the Issuer. Issuer shall provide any identifying documents that the Trustee may require for this purpose.

**Section 4. Intentionally Omitted.**

**Section 5. Litigation.** Issuer represents and warrants that no litigation or governmental proceedings are pending or threatened against Issuer except as disclosed in writing to Trustee.

**Section 6. Non-Profit Corporation.** The Issuer is a non-profit corporation organized under the laws of the State of Indiana and will not take any action that will cause it to lose such status and shall take reasonable actions to maintain such status.

**ARTICLE V**

**DEFAULT AND REMEDIES**

**Section 1. Events of Default.** Should an Event of Default, as hereinafter defined, occur, Trustee shall notify Issuer in writing of such default and be entitled to exercise one or more of the remedies provided herein which remedies shall be cumulative. For purposes hereof, an Event of Default shall include the following:

(A) Failure or refusal of Issuer to pay the principal of any of the Bonds as such principal matures on any of the Bonds or any Sinking Fund payment.

(B) Failure or refusal of the Issuer to maintain the automatic payment debit (electronic payment through banking channels) to pay the Sinking Fund payments.

(C) Failure or refusal of the Issuer to provide financial reports and information in a form acceptable to Trustee concerning Issuer as may be required or requested by Trustee as herein required by ARTICLE IV, Section 2.

(D) Should Issuer make any assignment for the benefit of creditors, or should a receiver, liquidator, or trustee of Issuer or of any of Issuer's property be appointed, or should any voluntary petition for the bankruptcy, reorganization, or arrangement of Issuer be filed or should any involuntary petition for the bankruptcy, reorganization, or arrangement of Issuer be filed and not be dismissed within sixty (60) days after filing, or should Issuer be adjudicated as bankrupt or insolvent, or should Issuer be liquidated or dissolved, or its charter expire or be revoked.

(E) Failure or refusal to continuously maintain its nonprofit status.

(F) Failure or refusal of Issuer to keep, observe, perform, carry out and execute in every particular the covenants, agreements, obligations and conditions set out in this Indenture or in the Bonds.

**Section 2. Acceleration.** If any Event of Default hereunder continues for a period of thirty (30) days, then the Trustee may, and if the holders of twenty-five (25%) percent in the amount of the principal sum of the Bonds then outstanding in writing so request, the Trustee shall, by notice to the Issuer, declare the principal of all Bonds then outstanding hereunder to be forthwith due and payable, notwithstanding that the time limit in the several Bonds shall not have expired. This provision, however, is subject to the condition that, if at any time after the principal of the Bonds shall have been so declared due and payable, all defaults hereunder shall have been cured and all amounts in respect of which said Issuer shall then be in default under this Indenture together with the expenses and reasonable charges of the Trustee including the expenses and reasonable attorney's fees, shall be paid by the Issuer, then the Trustee shall waive such default and its consequences by written notice to Issuer but no such waiver shall extend to or effect any subsequent default or impair any rights consequent hereon.



**Section 3. Other Remedies.** Upon the happening of any Event of Default which continues for a period of thirty (30) days, the Trustee may, either after entry, as hereinbefore provided, or without entry, proceed by suit or suits at law or in equity by any other appropriate remedy to recover all payments of principal and other sums of which are due but have not been paid, to recover the entire principal sum of all Bonds then outstanding, notwithstanding that the time limit in the several Bonds shall not have expired, to enforce payment of the Bonds, and it shall be obligatory upon the Trustee to take action either by such proceedings, upon being requested so to do by the holders to twenty-five (25%) percent in amount of the Bonds then outstanding, and upon being indemnified as hereinafter provided, in such case of default and the continuance thereof as hereinbefore specified. No Bondholder or Bondholders shall be entitled to institute any action, suit or any proceedings whatsoever hereunder nor to institute any suit, action, or proceedings upon or in respect of any of the Bonds, except in case of refusal of the Trustee to act after such continued breach and such request and tender of indemnity as aforesaid.

**Section 4. Notice of Default.** Within thirty (30) days after the occurrence of any Event of Default hereunder of which Trustee has knowledge or is required to notice, the Trustee shall transmit by mail to all Bondholders, as their names and addresses appear in the Bond register, notice of such default hereunder known to the Trustee and Trustee's intentions with respect thereto, unless such default shall have been cured or waived; provided, however, that, except in the case of a default in the payment of the principal on any Bonds, the Trustee shall be protected in withholding such notice if and so long as the Trustee determines the withholding of such notice does not adversely affect the Bondholders in any material manner. The Trustee shall give the official or agency responsible for administering and enforcing the securities laws and regulations of a state ("Administrator") timely notice of each failure to cure a non-payment of principal on any maturity date after thirty (30) days of the date from which non-payment occurred.

**Section 5. Trustee May File Proofs of Claim.**

(A) In case of the pendency of any receivership, insolvency, liquidation, bankruptcy, reorganization, arrangement, adjustment, composition or other judicial proceeding relative to the Issuer or any other obligor upon the Bonds or of such other obligor or their creditors, the Trustee (irrespective of whether the principal of the Bonds shall then be due and payable as therein expressed or by declaration or otherwise and irrespective of whether the Trustee shall have made any demand on the Issuer for the payment of overdue principal) shall be entitled and empowered, by intervention in such proceeding or otherwise, (i) to represent the interest of the Bondholders as a class in any such judicial proceedings, (ii) to file and prove a claim for the whole amount of principal (and premium, if any) owing and unpaid in respect of the Bonds and to file such other papers or documents as may be necessary or advisable in order to have the claims of the Trustee (including any claim for the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel) and of the Bondholders allowed in such judicial proceeding, and (iii) to collect and receive monies or other property payable or deliverable on any such claims and to distribute the same; and any receiver, assignee, trustee, liquidator, sequestrator (or other similar official) in any such judicial proceeding is hereby authorized by each Bondholder to make such payments to the Trustee, and in the event that the Trustee shall consent to the making of such payments directly to the Bondholders, to pay to the Trustee any amount due to it for the reasonable compensation, expenses, disbursements and advances due the Trustee, its agents and counsel, and any other amount due the Trustee, hereunder.

(B) Nothing herein contained shall be deemed to authorize the Trustee to authorize or consent to or accept or adopt on behalf of any Bondholder any plan of reorganization, arrangement, adjustment or compensation affecting the Bonds or the rights of any Bondholder thereof, or to authorize the Trustee to vote in respect of the claim of any Bondholder in any such proceeding.

**Section 6. Trustee May Enforce Claims Without Possession of Bonds.** All rights of action and claims under this Indenture or the Bonds may be prosecuted and enforced by the Trustee without the possession of any of the Bonds or the production thereof in any proceeding relating thereto, and any such proceeding instituted by the Trustee shall be brought in its own name as trustee of an express trust, and any recovery of judgment shall, after provision for the payment of the Trustee, its agents and counsel, be for the ratable benefit of the holders of the Bonds in respect of which such judgment has been recovered.

## ARTICLE VI

### THE TRUSTEE AND THE TRUST COMPANY

**Section 1. No Implied Covenants.** Except during the continuance of an Event of Default,

(A) the Trustee and Trust Company undertake to perform such duties and only such duties as are specifically set forth in this Indenture, and no implied covenants or obligations shall be read into this Indenture against the Trustee or the Trust Company; and

(B) in the absence of bad faith on its part, the Trustee and the Trust Company may conclusively rely, as to the truth of the statements and correctness of the opinions expressed herein, upon certificates or opinions furnished to the Trustee or Trust Company and conforming to the requirements of this Indenture; but in the case of any such certificates or opinions which by any provision hereof are specifically required to be furnished to the Trustee or Trust Company, the Trustee and Trust Company shall be under a duty to examine the same to determine whether or not they conform to the requirements of this Indenture.

**Section 2. Conditions of Acceptance of Trust.** The Trustee and Trust Company accept the trust hereby created but only upon the following terms and conditions:

(A) Except with respect to the notice of default to Bondholders required in Article V, Section 4, herein, that they shall not be under any obligation to take any action in respect of any default or otherwise, nor towards the execution or enforcement of any of the trusts hereby created, nor to institute, appear or defend any suit or other proceeding in connection therewith, unless requested in writing so to do by the holders of twenty-five percent (25%) in amount of the Bonds then outstanding, and if in its opinion such action may tend to involve them in expense or liability, unless furnished from time to time by the Bondholders as it may require with security and indemnity satisfactory to them; but this provision shall not affect any discretionary power herein given to the Trustee.

(B) Recitals contained herein and in the Bonds, except the certificate of authentication on the Bonds, shall be taken as the statements of the Issuer, and the Trustee and Trust Company assume no responsibility for their correctness. Neither the Trustee nor the Trust Company makes any representations as to the validity or sufficiency of this Indenture or of the Bonds. Neither the Trustee nor the Trust Company shall be accountable for the use or application by the Issuer of the proceeds thereof or of any money paid to the Issuer or upon Issuer's order under any provision hereof.

(C) That they shall be entitled to have and receive reasonable compensation for all their respective services performed hereunder; that they shall not be required to take any action or to make any expenditures unless indemnified to their satisfaction, or in case of such expenditures, unless furnished with the funds thereof.

(D) That they shall be entitled to the advice of counsel of its selection and indemnity or reimbursement for all attorney's fees incurred by reason of service of Trustee or Trust Company hereunder.

(E) That they shall be protected in acting upon any notice, request, consent, certificate, order, affidavit, letter, telegram or other paper or documents believed to be genuine and correct, and to have been signed or sent by the proper person or persons. The Trustee and Trust Company shall not be bound to recognize any person as a holder of any Bond or to take any action at his request, unless such Bond shall be deposited with the Trustee or Trust Company, or submitted to either for inspection.

(F) That they shall not be liable for any action taken by them in good faith and believed by them to be within the discretion or power conferred upon them by this Indenture or be responsible for the consequence of any oversight or error or judgment on their part, and the Trustee and Trust Company shall not be liable for the act or neglect of any person employed or selected by them with reasonable care, nor for any loss, unless occurring through their own willful default.

(G) That they assume no responsibility for the application or misapplication by Issuer of the proceeds from the sale of the Bonds.

**Section 3. Compensation of Trustee and Trust Company.** The Issuer agrees, from time to time, on demand to pay to the Trustee and Trust Company compensation for their respective services (which shall not be limited by any provision of law with regard to the compensation of the trustee of an express trust) in accordance with the Schedule of Fees set forth as Exhibit "C" attached hereto and incorporated herein by this reference, to reimburse the Trustee and Trust Company for all their expenditures, and to indemnify and save the Trustee and Trust Company harmless against any liabilities which they may incur in the exercise and performance of their powers and duties hereunder; and for such indemnification, reimbursement and expenses and compensation, a prior lien superior to the interests of the Bondholders is hereby imposed by the Issuer in favor of the Trustee upon the trust estate, and the holders of each and every Bond issued hereunder, by accepting such Bond, thereby recognize and assent to such lien.

**Section 4. Delegation.** Trustee and/or Trust Company is expressly authorized to delegate any of its powers and duties hereunder, including without limitation, those with respect to registration of Bonds, escrow and disbursements of Bond proceeds, and maintenance of the Sinking Fund, to any attorney duly admitted to practice before the highest court of any state where the Issuer is located, and who is not regularly employed by Issuer or the underwriter of the Bonds subject to this Indenture or to a corporation which is authorized to exercise corporate trust powers and which is subject to supervision or examination by an agency or authority of the United States or state and would be entitled to serve as Trustee and/or Trust Company hereunder pursuant to applicable law. Trustee and/or Trust Company shall not be responsible for any act or omission on the part of any such attorney or corporation.

**Section 5. General Powers of Trustee.** To the extent permitted by law, in the exercise of its duties hereunder, Trustee, in addition to all other powers granted hereby, is hereby expressly granted the powers set forth in the applicable state law, as it exists as of the date hereof, which by this reference is incorporated herein.

**Section 6. Application of Funds.** Trustee shall be authorized to utilize any funds in the Sinking Fund or otherwise held by Trust Company hereunder in any capacity for perfecting the lien of this Indenture, preserving and protecting the collateral conveyed hereby or thereby to Trustee, payment of taxes, and other costs necessary or desirable in Trustee's sole discretion to accomplish the foregoing and for any other proper purpose hereunder. To the extent such funds are so utilized, Issuer shall promptly pay to Trust Company upon written request the amount of such funds so as to restore such accounts. In the event that funds are required by Trustee for such purposes and are not available from accounts held by Trust Company on behalf of Issuer, Issuer shall promptly pay such amounts to Trust Company.

**Section 7. List of Bondholders.** The Trust Company shall keep on file a list of names and addresses of all owners of Bonds outstanding as may from time to time be shown on the registration books in the hands of the Trust Company together with the principal amount and numbers of such Bonds. The Trust Company shall be under no responsibility with regard to the accuracy of said list. This list shall remain the property of the Trustee and Trust Company, and Trust Company shall be under no obligation to release a copy of this list to any other party.

**Section 8. Indemnity.** Issuer will indemnify Trustee and Trust Company and hold Trustee and Trust Company harmless against any loss, liability or expense incurred by Trustee and Trust Company arising out of, or in connection with, the acceptance or administration of the duties imposed hereby or from any action or any failure to act authorized or within the discretion or rights or powers conferred upon Trustee and Trust Company hereunder, as well as the costs and expenses of defending against any claim, suit, action or proceeding in which any such loss, liability or expense shall be asserted against Trustee and Trust Company; provided, however, that such indemnification does not extend to, and Trustee and Trust Company shall not be held harmless with respect to, such loss, liability or expense incurred by Trustee and Trust Company or suffered by Trustee or Trust Company as a result of, or arising out of, Trustee's or Trust Company's negligence, negligent action, failure to act, or willful misconduct.

**Section 9. May Hold Bonds.** The Trustee, Trust Company, or any other agent of the Trustee, Trust Company or Issuer, in its individual or any other capacity, may become the owner or pledgee of Bonds and may otherwise deal with the Issuer with the same rights it would have if it were not Trustee, Trust Company or such other agent.

**Section 10. Trust Company's Right to Commingle Funds and to Invest Same.** Pending distribution of the funds held in the Sinking Fund or otherwise held hereunder, it is expressly agreed by Issuer that Trust Company may commingle all such funds as a common trust account. Trust Company shall invest funds for the benefit of the Trust Company as compensation unless otherwise designated in the Schedule of Fees where Trust Company invests for the joint benefit of the Trust Company and Issuer. The investment income to the Issuer on balances held subject to interest income shall be based on the interest earned from the securities investments by Trust Company of the common trust account. By purchasing or accepting delivery of the Bonds, each Bondholder shall hold the same, subject to all of the terms of this Trust Indenture and expressly to the provisions of this section, and the Bondholders shall not own or participate in the income or gain resulting from Trust Company's investment of the common trust account. The investments made by Trust Company shall be limited to (1) directed obligations of, and obligations fully guaranteed by, the United States of America, or any agency or instrumentality of the United States of America, the obligations of which are backed by the full faith and credit of the United States of America, (2) the direct obligations of state or municipal governmental authorities so long as such obligations have an "A" or better rating from Standard & Poor's Corporation or Moody's Investors Service, Inc., (3) demand and time deposits in, or certificates of deposits of, any depository institution or trust company (including Trust Company or any affiliate or agent of Trust Company, acting in their respective commercial capacities) incorporated under the laws of the United States of America or any state thereof and subject to supervision and examination by federal and/or state banking authorities, (4) pooled or common trust funds of Trust Company or an affiliate of Trust Company acting as trustee and custodian, or registered funds comprised of any of the above-captioned eligible investments, (5) money market or investment funds consisting of any or all of the defined eligible investments, and (6) fiduciary investments as approved by the Georgia Department of Banking and Finance for similar assets held by the Trust Company.

**Section 11. Reliance on Information.** Trustee shall not be liable for mistakes of judgment and may rely upon any information furnished by or at the request of Issuer which form a basis for any decision by Trustee.

**Section 12. Successor Trustee or Trust Company Merger, Conversion, Consolidation, or Succession to Business.** Any corporation into which the Trustee or Trust Company may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which the Trustee or Trust Company shall be a party, or any corporation succeeding to all or substantially all or part of the corporate trust business of the Trustee, Trust Company or any corporation to which the rights and duties of Trustee or Trust Company under this Indenture are properly assigned, shall be the successor of the Trustee or Trust Company hereunder, without the execution or filing of any paper or any further act on the part of any of the parties hereto. In case any Bonds shall have been authenticated, but not delivered, by the Trust Company then in office, any successor by merger, conversion, consolidation, or assignment to such authenticating Trust Company may adopt such authentication and deliver the Bonds so authenticated with the same effect as if such successor trust company had itself authenticated such Bonds.

**Section 13. Resignation or Removal of Trustee.** Any person serving as Trustee may resign at any time by giving written notice thereof to the Issuer and Bondholders not less than thirty (30) days prior to the effective date of such resignation. Prior to the effective date of resignation, Issuer shall be entitled to name a successor trustee or apply to the appropriate court for the naming of a successor. Any Trustee may be removed at any time by act of the holders of a majority in principal amount of the Bonds secured hereby that are then outstanding. The holders of a majority in principal amount of the Bonds secured hereby that are then outstanding may select a successor trustee. If they fail to do so within thirty (30) days of written notice of the removal or resignation of the Trustee, the Issuer, if not in default hereunder, shall appoint a successor and immediately give written notice thereof to all Bondholders. In the event that Issuer fails, refuses or is disqualified to appoint a successor trustee, any Bondholder may apply to the appropriate court, for the naming of a successor trustee; provided, however, that no successor trustee shall be affiliated with, controlled by, or a controlling person of the Issuer. Any such court-



appointed successor trustee shall immediately, without further act or conveyance, succeed to and become vested with all the estates, trusts, assets, rights, powers and duties of the Trustee in whose place he or it shall have been appointed. The term "Trustee" means and includes the person and/or corporation named herein and any duly selected successor trustee or co-trustee.

Any reasonable expenses incurred by Trustee in carrying out its duties hereunder prior to the effective date of such resignation shall be paid by Issuer.

**Section 14. Acceptance of Appointment by Successor.** Except with respect to a court-appointed successor trustee, every successor Trustee appointed hereunder shall execute, acknowledge and deliver to the Issuer and to the retiring Trustee an instrument accepting such appointment, and thereupon the resignation or removal of the retiring Trustee shall become effective and such successor trustee, without any further act, deed or conveyance, shall become vested with all the estates, properties, rights, powers, trusts and duties of the retiring Trustee; but, on request of the Issuer or the successor trustee, such retiring Trustee shall, upon payment of its charges, execute and deliver an instrument conveying and transferring to such successor trustee upon the trusts herein expressed all the estates, properties, rights, powers, and trusts of the retiring Trustee, and shall duly assign, transfer and deliver to such successor trustee all property and money held by such retiring Trustee hereunder. Upon request of any such successor trustee, the Issuer shall execute any and all instruments for more fully and certainly vesting in and confirming to such successor trustee all such estates, properties, rights, powers and trusts.

## ARTICLE VII

### MODIFICATION AND SUBORDINATION OF TRUST INDENTURE

**Section 1. Bondholders Consent Required.** Except as otherwise provided in Article VIII, Section 3, and subject to the terms and provisions of this Article, holders of at least 66-2/3% in principal amount of the Bonds outstanding shall have the right to consent to the execution by the Issuer, Trust Company, and the Trustee of such supplemental indentures hereto as shall be deemed necessary by them for the purpose of modifying or amending any term or provisions in this Indenture, or in any supplemental indenture or in the Bonds; provided that no such change shall, without the consent of the holders of 100% in principal amount of the Bonds outstanding:

(A) extend the maturity of such Bond, or otherwise change the terms of payment of principal, or impair the right of a Bondholder to institute suit for the enforcement of payment of principal on or after the respective due date thereof; or

(B) otherwise than permitted herein, permit the creation of any lien ranking prior to or on a parity with the lien of this Indenture; or

(C) reduce the percentage required by the provisions of this Section for the taking of any action under this Section.

If the Issuer shall request the Trustee to enter into a supplemental indenture, the Trustee, unless it believes that such supplemental indenture shall contain provisions which affect rights of the Trustee to which it is unwilling to assent, shall, at the expense of the Issuer, cause notice of the proposed execution of such supplemental indenture to be mailed to the owner's or owners' address as it appears on the Bond Register. Whenever at any time within six months from the date of the mailing of said notice the Issuer shall deliver to the Trustee an instrument executed by holders of at least 66-2/3% in principal amount of the Bonds then outstanding consenting to the substance of the proposed modifications, the Trustee may execute said supplemental indenture in substantially the form of the copy thereof on file with the Trustee, without liability to any Bondholder, whether or not such Bondholder shall have consented thereto.

**Section 2. Bondholder Consent Not Required.**

(A) In addition to all other provisions of this Article, when authorized by resolution of the governing board of the Issuer, the Issuer, Trust Company and the Trustee, without any notice to or action on the part of the Bondholders, may enter into a supplemental indenture as may or shall be deemed necessary, for any of the following purposes, among others:

- (i) to add to the covenants of the Issuer for the protection of the Bondholders;
- (ii) to set forth the amounts, denominations, redemption prices, maturities, and other particulars of the Bonds or any subsequent series;
- (iii) to cure any ambiguity, omission, formal defect or inconsistency; or
- (iv) to make any changes which, in Trustee's judgment in reliance upon advice of counsel, do not adversely affect the rights of the holders of any Bonds.

(B) Any obligation of Issuer under this Indenture may be waived by Trustee, without the consent of or notice to any Bondholder, if such waiver, in Trustee's judgment in reliance upon advice of counsel, does not adversely affect the rights of any holder of any Bond.

(C) In each and every case provided for in this Article, the Trustee shall be entitled to exercise its discretion in determining whether or not any proposed supplemental indenture is necessary or desirable, having in view the needs of the holders of Bonds theretofore issued hereunder; and the Trustee shall be under no responsibility or liability to the Issuer or to any holder of any Bond for any act which it may do or decline to do in good faith subject to the provisions of this Article in the exercise of such discretion.

**ARTICLE VIII**

**ACTIONS AND MEETINGS OF BONDHOLDERS**

**Section 1. Action of Bondholders.** Any request, demand, authorization, direction, notice, consent, waiver or other action provided by this Indenture to be given or taken by Bondholders may be embodied in and evidenced by one or more instruments of substantially similar tenor, signed by such Bondholders in person or by an agent duly appointed in writing; and, except as herein otherwise expressly provided, such action shall become effective when such instrument or instruments are delivered to the Trustee, and, where it is expressly required, to the Issuer. The fact and date of execution by any Bondholder or other person of any such instrument or writing may be proved by the affidavit of the witness of such execution or by the certificate of any notary public or other officer authorized by law to take acknowledgments of deeds, certifying that the individual signing such instrument or writing acknowledged to him the execution thereof. Whenever such execution is by an officer of a corporation, or a member of a partnership on behalf of such corporation or partnership, such certificate or affidavit shall also constitute sufficient proof of his authority. The fact and date of execution of any such instrument or writing and the authority of any person executing the same and the amount in numbers of Bonds held by any person executing any such instrument or writing as a Bondholder may also be proved in any other manner in which the Trustee deems sufficient; and the Trustee may in any instance require further proof with respect to any of the matters referred to in this section.

**Section 2. Bondholder Meetings.** Meetings of the Bondholders for any purpose or purposes may be called by the Trustee and shall be called by the Trustee at the request in writing of Bondholders owning not less than 25% of the outstanding principal amount of the Bonds of the Issuer. Such request shall state the purpose or purposes of the proposed meeting. Holders of a majority of the principal amount of the Bonds shall direct the time, method and place of conducting any meeting. Written notice of each meeting of the Bondholders shall be served either personally, or by telegram, charges prepaid, or by mail upon each registered Bondholder not less than ten (10) and not more than fifty (50) days before such meeting. If mailed or sent by telegram, such notice shall be directed to



a Bondholder at the address shown on the Bond Register. Notice of any meeting of Bondholders shall specify the general nature of the business to be transacted. Notice of any meeting of Bondholders shall not be required to be given to any Bondholder who, in person or by his attorney thereunto authorized, either before or after such meeting, shall waive such notice in writing, signed by the person or on behalf of the corporation entitled to such notice or by their proxy. No such waiver shall apply to more than one required notice. Attendance of a Bondholder at a meeting, either in person or by proxy, shall in itself constitute waiver of notice and waiver of any and all objections to the place of the meeting, the time of the meeting and the manner in which it has been called or convened, except when a Bondholder attends a meeting for the express purpose of stating, at the beginning of the meeting, any such objection or objections to the transactions of business because the meeting was not lawfully called or convened. If the language of a proposed resolution or a proposed plan requiring approval by the Bondholders is included in a written notice of a meeting of the Bondholders, the Bondholders meeting considering the resolution or plan may adopt it with such clarifying or other amendments as do not enlarge its original purpose without further notice to Bondholders not present in person or by proxy. Notice of any adjourned meeting need not be given otherwise than by announcement at the meeting at which the adjournment is taken. At the adjourned meeting, any business may be transacted that might have been transacted on the original date of the meeting. If, however, after adjournment, the Trustee fixes a new record date for the adjourned meeting, the notice of the adjourned meeting shall be given to each Bondholder of record on the new record date entitled to vote at such meeting. The holders of a majority in principal amount of the Bonds then issued and outstanding pursuant to this Indenture present in person or represented by proxy, shall be requisite and shall constitute a quorum at meetings of the Bondholders for the transaction of business, except as otherwise provided by law. When a quorum is once present to organize a meeting, the Bondholders present may continue to do business at the meeting or any adjournment thereof notwithstanding the withdrawal of enough Bondholders to leave less than a quorum. At every meeting of the Bondholders, each Bondholder shall be entitled to one vote for each \$1.00 of principal outstanding under each Bond owned by such Bondholder. If a quorum is present, the affirmative vote of the majority of the Bonds represented at the meeting entitled to vote on the subject matter shall be the act of Bondholders, except as otherwise provided herein. Trustee shall be authorized to rely upon and follow the directives of any act of Bondholders taken at such meeting with respect to any action except those specifically prohibited hereunder or expressly requiring the acquiescence of a greater percentage of the Bondholders than voted in favor of such action at a meeting of the Bondholders. The minutes of Bondholders meetings prepared by the designated recorder for the meeting shall be evidence of all action taken at Bondholders meetings.

**Section 3. Bondholders' Committee.** In the Event of Default, Trustee may appoint a Bondholders' Committee to assist and counsel with Trustee, such Committee to consist of at least three (3) Bondholders who shall then have the authority to solicit the remaining Bondholders to ratify their appointment and to confirm the Committee as attorney-in-fact to deal with Issuer, and should at least eighty percent (80%) of all Bondholders of such Bonds outstanding approve said Committee, it shall thereafter have the power to bind all Bondholders in any and all dealings with respect to the indebtedness or the enforcement of lien rights hereunder including, without limitation, the right to amend all terms and conditions of the Bonds. Once so formed and approved, the decisions of the Bondholders' Committee shall supersede the written notice and requests of Bondholders as provided for in Article V herein.

**Section 4. Notices to Bondholders.** When this Indenture provides for notice to Bondholders to any event, such notice shall be effectively given if in writing and mailed, first class, postage prepaid, to each registered holder of such Bonds, at the address of such registered holder as it appears in the Bond register, not later than the latest date, nor earlier than the earliest date, prescribed for the first publication of such notice.

## ARTICLE IX

### CANCELLATION OF TRUST INDENTURE

This Indenture shall be void and of no further force and effect in the event that:

(A) The Issuer, its successors or assigns, shall pay or cause to be paid the entire principal amount of all Bonds secured hereby as and when the same shall become due and payable according to the terms and conditions of the Bonds and all such Bonds have actually been redeemed by payment in cash or otherwise to the

registered Bondholders, and all other amounts and fees due hereunder have been paid, and the Issuer shall fully discharge the trusts herein declared; or

(B) All outstanding Bonds secured hereby have been called for redemption in accordance with the terms thereof, and all such Bonds have actually been redeemed by payment in cash or otherwise to the registered Bondholders, and all other amounts and fees due hereunder have been paid.

#### **ARTICLE X**

#### **INTENTIONALLY OMITTED**

#### **ARTICLE XI**

#### **UNLAWFUL PROVISIONS**

Nothing herein contained and no transaction related hereto shall be construed or so operate as to require the Issuer to do any act contrary to laws; and if any clauses or provisions herein contained operate or would prospectively operate to invalidate this Indenture, then such clauses and provisions only shall be held for naught, as though not herein contained, and the remainder of this Indenture shall remain operative and in full force and effect.

#### **ARTICLE XII**

#### **PREPAYMENT PRIVILEGES**

**Section 1. Right to Prepay.** The Issuer hereby reserves the right and privilege of redeeming any of the Bonds issued hereunder prior to the stated maturity date thereof by paying to the owner or owners of such Bond or Bonds the principal amount thereof plus premium, if any. The Issuer shall, not less than twenty (20) days prior to such redemption, give Trust Company a written request and not less than fifteen (15) days prior to such redemption, the Trust Company shall give written notice of such redemption to each Bondholder at such Bondholder's address as it appears on the Bond Register, provided, however, that failure to give proper notice of redemption to any Bondholder shall not affect the validity of the redemption notice with respect to holders who receive proper notice. Redemption of such Bond or Bonds shall be made only through the Trust Company. Any Bond or Bonds called for redemption in accordance herewith shall not yield interest either prior to or from and after the date fixed for redemption. If less than all the Bonds are to be redeemed, Issuer shall determine which Bond(s) shall be redeemed.

**Section 2. Deposit with Trust Company.** Issuer will pay to Trust Company, to be held in a separate trust fund to be known as the "Redemption Fund" at least fifteen (15) days before the date fixed by Issuer for such prepayments as provided herein, a sum sufficient to pay the principal of the Bonds being called for prepayment, and premiums, if any, any Trust Company's fees and expenses incurred for such prepayment, if any, and if the prepayment is of all outstanding Bonds, final Trustee's and Trust Company's fees and expenses (the "Redemption Amount"). In the event all Bonds are to be redeemed, any amounts held by Trust Company in the Sinking Fund or otherwise held hereunder by the Trust Company shall be transferred to the Redemption Fund to reduce the Redemption Amount otherwise payable. Trust Company is expressly authorized to pay the Bonds thus called for prepayment by making payment thereof, including premiums, if any, and to pay the Trust Company's fees out of the funds deposited with it in the Redemption Fund for that purpose.

**Section 3. No Interest After Redemption Date.** As to any Bond or Bonds which have been called for prepayment in accordance with the foregoing provisions which shall not be presented to the Trust Company for payment on or before the date fixed therefor in the prescribed notices, the Trust Company shall retain a sum equal to the principal thereof, and premium, if any. This retention will operate as full payment of the Bonds as between the Issuer and the holders thereof, and no interest will be payable prior to or thereafter on such Bonds by the Issuer or Trust Company.

**Section 4. Adjustment of Amount of Deposit.** Should the Issuer deposit funds for the prepayment of outstanding Bonds which Trust Company ultimately determines are in excess of the funds actually required to be deposited to effect said prepayment, then Trust Company, immediately upon discovering this fact, shall remit such excess payment to the Issuer. Should Issuer deposit funds for such prepayment which are insufficient to accomplish same, Issuer will immediately remit to Trust Company such additional funds as may be required to complete the prepayment, even if such underpayment was the result of the reliance by Issuer on prepayment calculations furnished it by Trust Company. In the event that Issuer does not, under such circumstances, promptly remit such additional funds, then Trust Company may, at its option, stop payment on the Bonds of said issue which have not then already been prepaid, or it may advance such additional funds as will permit the Bonds to be prepaid, in which event Issuer agrees to promptly reimburse Trust Company upon demand and Trust Company shall have the right to secure a lien against the premises of the Issuer to secure the payment of any of its funds thus advanced.

## ARTICLE XIII

### MISCELLANEOUS

**Section 1. Notices.** Any notice, request, consent, or demand shall be in writing and shall be deemed to have been duly given or made when delivered by hand (including by a nationally recognized courier service) or by facsimile transmission to the number set forth below (provided on the same day the original is transmitted for delivery as otherwise provided in this section) or on the date of delivery or the first date of any attempted delivery as shown on the returned receipt, via certified or registered mail, return receipt requested, postage prepaid, addressed as follows:

**TRUST COMPANY:** RELIANCE TRUST COMPANY  
1100 Abernathy Road  
500 Northpark, Suite 400  
Atlanta, Georgia 30328-5646  
Phone: (404) 266-0663  
Facsimile: (404) 365-7055

**TRUSTEE:** TIMOTHY LANDIS, PC  
One S.W. Columbia Street, Suite 1110  
Portland, Oregon 97258  
Phone: (503) 220-1331

**ISSUER:** MADISON PARK CHURCH OF GOD, INC.  
2200 Madison Square  
Anderson, Indiana 46011  
Phone: (765) 642-2000  
Facsimile: (765) 643-0976

or to any other address of which either party may, from time to time, designate in writing.

**Section 2. Captions.** The captions to Articles and Sections hereof are for convenience only and shall not be considered in construing the intent of the parties.

**Section 3. Successor and Assigns.** Whenever in this Indenture either of the parties hereto is named or referred to, it shall be deemed to include the permitted successors and assigns of such party, and all covenants, promises and agreements in this Instrument contained by or on behalf of the Issuer or by or on behalf of the Trustee and/or Trust Company, shall bind and inure to the benefit of their respective successors and assigns, whether so expressed or not.

**Section 4. Counterparts.** This Indenture may be simultaneously executed and delivered in counterparts. Each counterpart, as an original, shall constitute one and the same instrument.

**Section 5. Severability.** If any provision of this Indenture shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions or in all cases because of conflicts with any provisions or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering of any provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses, or paragraphs in this Indenture contained shall not affect the remaining portions of this Indenture or any part thereof.

**Section 6. Entire Agreement.** This writing constitutes the complete and entire agreement of the parties and no representations, warranties, covenants or conditions exist which are not set forth herein.

**Section 7. Governing Law.** This Indenture is made and shall be performed and construed according to the laws of the State of Georgia.

#### ARTICLE XIV

##### MISCELLANEOUS NON-UNIFORM PROVISIONS

**Section 1. Contrary Provisions.** The provisions of this Article XIX shall control in the event of conflict with other provisions of this Indenture.

**Section 2. Voting.** Wherever a vote of Bondholders is required, the percentage of Bondholders required to approve a vote or to direct a specific action, the total principal amount of bonds outstanding and the resultant percentage requirement shall be calculated as follows: the principal amount of Bonds outstanding on the date of such vote.

**Section 3. Intentionally Omitted.**

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**IN WITNESS WHEREOF**, the Trustee and Issuer have caused this Instrument to be executed on their behalf and their seals affixed pursuant to authority granted by their respective governing bodies or authorized representatives as of the day and year first above written.

Signed, sealed and delivered in the  
Presence of the following in Madison  
County, Indiana:

**ISSUER:**  
MADISON PARK CHURCH OF GOD, INC.,  
an Indiana not for profit corporation

\_\_\_\_\_  
WITNESS

Print Name: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

(CORPORATE SEAL)

STATE OF INDIANA

COUNTY OF MADISON

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public,  
personally appeared \_\_\_\_\_, the \_\_\_\_\_ of Madison  
Park Church of God, Inc., personally known to me - **OR** - ( ) proved to me on the basis of satisfactory evidence to be  
the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they  
executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

(NOTARIAL SEAL)

\_\_\_\_\_  
SIGNATURE OF NOTARY

My Commission Expires \_\_\_\_\_

Signed, sealed and delivered  
in the presence of the following  
in Fulton County, Georgia:

**TRUST COMPANY/PAYING AGENT:**  
RELIANCE TRUST COMPANY  
Atlanta, Georgia

\_\_\_\_\_  
WITNESS  
Printed Name: \_\_\_\_\_

BY: \_\_\_\_\_  
KATHY E. KNAPP  
Vice President

\_\_\_\_\_  
WITNESS  
Printed Name: \_\_\_\_\_

BY: \_\_\_\_\_  
KERRIE K. BERNARDO  
Assistant Secretary



STATE OF GEORGIA    )  
                                  ) SS:  
COUNTY OF FULTON    )

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared Kathy E. Knapp, Vice President, and Kerrie K. Bernardo, Assistant Secretary, ( ) personally known to me - **OR** - ( ) proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

(NOTARIAL SEAL)

\_\_\_\_\_  
SIGNATURE OF NOTARY

Signed, sealed and delivered in the presence of  
the following in Multnomah County, Oregon:

**TRUSTEE:**

TIMOTHY LANDIS, PC  
an Oregon Professional Corporation,

BY: \_\_\_\_\_  
Timothy Landis, President

\_\_\_\_\_  
WITNESS  
Print Name: \_\_\_\_\_

STATE OF OREGON                    )  
  ) SS:  
COUNTY OF MULTNOMAH        )

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared Timothy Landis, the president of Timothy Landis, PC, an Oregon professional corporation which is the Trustee for the General Obligation Bonds, ( ) personally known to me - **OR** - ( ) proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

(NOTARIAL SEAL)







\_\_\_\_\_  
SIGNATURE OF NOTARY

**Exhibit "A" To The Series C Trust Indenture****Amortization Schedule****Madison Park Church of God, Inc.****General Obligation Bonds, 2013 Series C**

<u>Period</u> <u>Year</u>	<u>Monthly</u> <u>Payment</u>	<u>Principal Paid</u>	<u>Balance</u>
Beginning Balance			2,497,245.00
0.50	1,124.80	-	2,497,245.00
1.00	1,124.80	13,497.60	2,483,747.40
1.50	1,124.80	-	2,483,747.40
2.00	1,124.80	13,497.60	2,470,249.80
2.50	1,406.00	-	2,470,249.80
3.00	1,406.00	16,872.00	2,453,377.80
3.50	1,406.00	-	2,453,377.80
4.00	1,406.00	16,872.00	2,436,505.80
4.50	1,687.20	-	2,436,505.80
5.00	1,687.20	20,246.40	2,416,259.40
5.50	1,687.20	-	2,416,259.40
6.00	1,687.20	20,246.40	2,396,013.00
6.50	1,687.20	-	2,396,013.00
7.00	1,687.20	20,246.40	2,375,766.60
7.50	2,109.00	-	2,375,766.60
8.00	2,109.00	25,308.00	2,350,458.60
8.50	2,109.00	-	2,350,458.60
9.00	2,109.00	25,308.00	2,325,150.60
9.50	2,109.00	-	2,325,150.60
10.00	2,109.00	25,308.00	2,299,842.60
10.50	2,109.00	-	2,299,842.60
11.00	2,109.00	25,308.00	2,274,534.60
11.50	2,109.00	-	2,274,534.60
12.00	2,109.00	25,308.00	2,249,226.60
12.50	2,109.00	-	2,249,226.60
13.00	2,109.00	25,308.00	2,223,918.60
13.50	2,109.00	-	2,223,918.60
14.00	2,109.00	25,308.00	2,198,610.60
14.50	2,109.00	-	2,198,610.60
15.00	2,109.00	25,308.00	2,173,302.60
15.50	2,109.00	-	2,173,302.60
16.00	2,109.00	25,308.00	2,147,994.60
16.50	2,109.00	-	2,147,994.60
17.00	2,109.00	25,308.00	2,122,686.60
17.50	2,109.00	-	2,122,686.60
18.00	2,109.00	25,308.00	2,097,378.60
18.50	2,109.00	-	2,097,378.60
19.00	2,109.00	25,308.00	2,072,070.60
19.50	19,684.00	-	2,072,070.60
20.00	19,684.00	113,085.07	1,958,985.53
20.50	19,684.00	118,104.00	1,840,881.53
21.00	19,684.00	118,104.00	1,722,777.53
21.50	19,684.00	118,104.00	1,604,673.53
22.00	19,684.00	118,104.00	1,486,569.53
22.50	19,684.00	118,104.00	1,368,465.53
23.00	19,684.00	118,104.00	1,250,361.53
23.50	19,684.00	118,104.00	1,132,257.53
24.00	19,684.00	118,104.00	1,014,153.53
24.50	19,684.00	118,104.00	896,049.53
25.00	19,684.00	896,049.53	-

Note: The increase of the monthly payment to the maximum of \$19,684 is projected based on current estimates of the timing of final payoff of the Series A Bonds and Lender. The maximum payment of \$19,684 could begin earlier than shown in this schedule should the Series A Bonds and Lender be fully paid prior to those projections.

Exhibit "B" To Series C Trust Indenture  
(2 Pages)

NUMBER	DOLLARS														
CUSIP	MATURITY														
<p>FOR VALUE RECEIVED, the above named Issuer promises to pay to the registered holder hereof, through its Paying Agent named hereinafter, on the maturity date entered above (hereinafter called "Maturity"), the principal sum entered above, at the office of the Paying Agent or such other place as may be designated in lawful money of the United States of America, upon surrender of this certificate, together with interest thereon from the date hereof until maturity at the annual rate entered hereon payable (if simple interest certificate) or compounded (if compound interest certificate), semi-annually (or as stated otherwise in the offering circular) from issue date hereof and paid at maturity (as specified hereon). This certificate shall cease to bear interest from and after its maturity.</p> <p>Unless this certificate has been executed by the Registrar, this certificate shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.</p> <p>ISSUED SUBJECT TO THE TERMS AND CONDITIONS LISTED ON REVERSE SIDE.</p> <table border="0"><tr><td>REGISTERED HOLDER</td><td>SIGNATURE OF REGISTRAR</td></tr><tr><td></td><td></td></tr><tr><td></td><td>AUTHORIZED SIGNATURE</td></tr><tr><td></td><td>REGISTRAR/PAYING AGENT</td></tr><tr><td></td><td> <b>Reliance</b> TRUST COMPANY P.O. BOX 720299 ATLANTA, GEORGIA 30368 www.relco.com</td></tr><tr><td colspan="2">IN WITNESS WHEREOF, the Issuer has caused to be executed on its behalf and its seal affixed, as of the issue date entered above.</td></tr><tr><td colspan="2"></td></tr></table>		REGISTERED HOLDER	SIGNATURE OF REGISTRAR				AUTHORIZED SIGNATURE		REGISTRAR/PAYING AGENT		 <b>Reliance</b> TRUST COMPANY P.O. BOX 720299 ATLANTA, GEORGIA 30368 www.relco.com	IN WITNESS WHEREOF, the Issuer has caused to be executed on its behalf and its seal affixed, as of the issue date entered above.			
REGISTERED HOLDER	SIGNATURE OF REGISTRAR														
	AUTHORIZED SIGNATURE														
	REGISTRAR/PAYING AGENT														
	 <b>Reliance</b> TRUST COMPANY P.O. BOX 720299 ATLANTA, GEORGIA 30368 www.relco.com														
IN WITNESS WHEREOF, the Issuer has caused to be executed on its behalf and its seal affixed, as of the issue date entered above.															
															

At maturity, present this certificate to Paying Agent for payment.

**Terms and Conditions**

This bond or note certificate is one of a series of serially numbered certificates of even date in the aggregate principal amount shown on the reverse side of this certificate. These certificates are issued only as registered certificates, without coupons, and are issued subject to a Trust Indenture with Trustee. The holder hereof should refer to the Trust Indenture (under Debt of Trust/Indemnity) on file with the Issuer, the Trustee, and if a mortgage certificate to the public records where the Issuer is located for the respective rights of the Indenture, the Trustee, and the Issuer.

The Issuer has appointed the Company named on the reverse side of this certificate as Registrar and as Paying Agent of this Indenture. The Issuer has obligated itself to establish and maintain with the Paying Agent a sinking fund, or principal redemption and interest payment account (hereinafter referred to as "sinking fund") for the payment and maintenance of this certificate and all other certificates issued by said Trust Indenture or Debt of Trust/Indemnity, together with interest thereon. To the extent of funds deposited in the sinking fund, the Paying Agent will mail to the registered holder of single interest certificates at the address shown on its records payments of interest as required. At maturity of a single interest or couponed (Zero Coupon) interest certificate the registered certificate-holder(s) must mail, present, or cause the certificate to be presented to the Paying Agent for payment. This certificate shall cease to bear interest after the maturity date thereof. Any unclaimed interest or any check issued in payment of interest which is not presented for payment shall become interest.

This certificate shall be registered in the holder's name on the certificate register of the Issuer prepared and maintained by the Registrar, who shall note the initial registration hereon, after which no transfer hereof shall be valid unless duly signed below by the registered holder hereof or by his attorney duly authorized in writing. For such transfer to be effective, this certificate must be presented to the Registrar and the Registrar must note the required change in ownership hereon and in the certificate register, for which the Registrar will make a nominal charge. For the purpose of receiving payment on account hereof and for all other purposes, the Issuer and the Paying Agent may deem and treat the registered holder hereof as the absolute owner of this certificate (whether or not it shall be overdue, and notwithstanding any notation of ownership or writing hereon which may have been made by anyone other than the Registrar), and the Issuer, the Registrar, the Paying Agent and the Trustee shall not be affected by any notice to the contrary.

The Issuer reserves the right to select this certificate for redemption and to redeem it on any anniversary or quarterly anniversary hereof prior to maturity (or as otherwise disclosed in the Trust Indenture), by the payment in cash of the principal of this certificate and all unpaid interest thereon accrued to the date specified for such redemption. The Issuer may call any or all certificates for redemption by resolution duly adopted by the Issuer, provided that before any such redemption is authorized, the total amount in the Issuer's sinking fund is sufficient to cover the redemption price (including unpaid interest) of all certificates to be redeemed, or funds sufficient to such redemption are to be obtained through the Issuer and sale of another series of certificates. The Issuer shall give prior written notice for redemption to the registered holder of each bond selected for redemption at his address as shown on the certificate register maintained by the Registrar. If this certificate is selected for redemption, it shall become due and payable on its redemption date upon presentation and surrender hereof and it shall cease to bear interest from and after such redemption date.

The Paying Agent does not in any way guarantee or act as surety for the payment of this certificate and may not be held liable therefor under any condition. Its only responsibility with respect to funds is to disburse from the sinking fund to be maintained by the Issuer all payments of principal and interest due on this series of certificates, but only as and to the extent funds are deposited by the Issuer in said sinking fund. Moreover, if at any time the amount in said sinking fund is insufficient to pay in full all charges, principal and interest then due, the Paying Agent will not make any payment whatsoever, even in part, unless the Issuer deposits sufficient funds sufficient to cover such payments in full. If funds are not deposited by the Issuer in a sufficient amount for this purpose, the holder of this certificate may not look to the Paying Agent to make up any deficiency.

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

TEN COM	- As Tenants in Common	UGMA	- Uniform Gifts to Minors Act
TEN ENT	- As Tenants by the Entireties	UTMA	- Uniform Transfers to Minors Act
IT WGS	- As Joint Tenants with Right of Survivorship and not as Tenants in Common	CUSTD	- Custodian
or JT TEN		TTEE	- Trustee
		TUD	- Uniform Transfers on Death Registration Act

Additional abbreviations may also be used though not listed above.

**THE FOLLOWING BOND/NOTE POWER MUST BE COMPLETED TO TRANSFER THIS CERTIFICATE TO ANOTHER**

For value received, I/we hereby sell, assign and transfer unto

(Name and address of Transferee must be printed or typed)

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ Social Security Number \_\_\_\_\_  
 I, the undersigned, being duly authorized, do hereby irrevocably constitute and appoint the Registrar to transfer the said certificate on the books of the within signed Issuer, without power of substitution in the premises and to issue a new certificate to the transferee (New Owner). Social Security Number of Transferee \_\_\_\_\_  
 And I hereby make and designate the address herein within in which to receive future checks or notices must be provided to Registrar along with Transferee fee BEFORE the transfer can be completed. A notice request must be received 15 calendar days prior to an interest payment date (record date).  
 If Joint Ownership, Both Certificate Holders Must Sign

Signed (Registered Owner as Shown on Front)

Signed (Registered Owner as Shown on Front)

**SIGNATURES MUST BE GUARANTEED BY OFFICER OF STATE OR NATIONAL BANK. INCLUDE OFFICER'S TITLE. BANK IS REQUIRED TO USE ITS "MEDIALLION GUARANTEE" STAMP OR SEAL.**

**NEW CERTIFICATE OWNER** - Please check this form for accuracy before you sign. Certificates will be registered exactly as shown. You will be charged a fee per bond if you require further changes. You must sign below to verify your Social Security Number. Reprint telephone number \_\_\_\_\_

Under penalties of perjury, I certify (1) that the number shown on this form is my correct taxpayer identification number, and (2) that I am not subject to backup withholding because: (a) I have not been notified that I am subject to backup withholding as a result of failure to report all interest or dividends, or (b) the Internal Revenue Service has notified me that I am no longer subject to backup withholding.

Signature of Transferee Whose Number is Shown as Right SSN (or) \_\_\_\_\_ Date \_\_\_\_\_ 20\_\_\_\_  
 Signature of Authorized Signer for Transferee TRID \_\_\_\_\_ Date \_\_\_\_\_ 20\_\_\_\_

GM-RND 4/98



**Exhibit "C" To The Series C Trust Indenture  
MADISON PARK CHURCH OF GOD, INC.  
SERIES C BONDS  
SCHEDULE OF FEES**

The following charges shall apply for services of Timothy Landis, PC, as Trustee, and of Paying Agent, and Bond Registrar/Transfer Agent for the restructured bond issue.

**I. SET UP**

\$5,000.00 to be paid at the time the restructure plan has been approved by the appropriate courts. This fee will be paid from the trust funds held at Reliance.

**II. TRUSTEE ACCEPTANCE FEE**

\$2,500.00 to be paid on the Effective Date

**III. PAYING AGENT FEES**

\$2,500.00 to be paid on the Effective Date

Delinquency Charge

In the event that the Issuer becomes two or more weeks delinquent in making its scheduled payments to Reliance, a weekly delinquency charge of \$87.24, in addition to any other scheduled charges, will be assessed to the Issuer.

**IV. REGISTRAR/TRANSFER AGENT FEE**

\$95.00 per month

**V. PREPAYMENT**

A charge will be made of 1/10 of 1% of face amount of Bonds called for redemption (minimum \$1,000 for total prepayment, termination of Bond issue, or \$100 for partial prepayment) per prepayment date; unless the redemption is being funded with a new bond issue that Reliance serves as Trustee, Registrar and Escrow Agent and then the minimum is \$400 for total prepayment and \$100 for partial prepayment. The following charges will be applicable to prepayment:

Prepayment package with payoff information (sample resolution, etc.)	\$50.00
Notification to Bondholders (per Bondholder)	\$3.00
Recalculation of amortization schedule	\$300.00
Off-cycle call (other than as set forth in Trust Indenture) in addition to prepayment call fee	\$500.00
Bond Exchange, per Bond exchange for bonds of new bond issue	\$3.00

**VI. MISCELLANEOUS**

Returned Checks/EFT Payments (each)	\$30.00
Interest checks produced more than semi-annually, per check	\$5.00
Wire Transfer Fee	\$20.00
Audit Confirmations	\$50.00
Trustee Release Fee	\$200.00

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Charges for lost bond replacement, copies of checks, re-registration and other items which are bondholder expenses are covered under a separate schedule of charges and services. Reliance reserves the right to change transaction charges paid by bondholders without notice to Issuer.

**VII. GENERAL**

Charges for the performance of any services not contemplated at the time of restructuring, or not of a routine administrative nature, or not specifically covered will be charged at Reliance's standard rates and written notification made to the Issuer. Actual out-of-pocket expenses such as counsel fees, cost of special checks, wires, mailings to bondholders, insurance, telephone, etc., will be billed at 110% of cost.

Reliance Trust Company reserves the right from time to time to make adjustments in its fees for trust or agency services, for new appointments and existing accounts. This agreement may be modified only upon revision by Reliance of its regularly published Schedule of Fees for services of the type therein contracted for, and any such revision of the Schedule of Fees shall become effective between the parties upon the 45th day after the mailing of notice of such revision by Reliance Trust Company to the Issuer at the Issuer's address as shown on the records of Reliance Trust Company.

6/2013