

**Exhibit "E" 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"

**RELIANCE TRUST COMPANY**

Atlanta, Georgia

"Trustee"

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\$ \_\_\_\_\_ First Mortgage Bonds

Dated \_\_\_\_\_, 20\_\_

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**Trust No. 1412724**

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## TABLE OF CONTENTS

### ARTICLE I. FORM, REGISTRY AND EXCHANGE OF BONDS

Section 1.	Amount, Date and Price	2
Section 2.	Maturity and Interest Rate	2
Section 3.	Execution	2
Section 4.	Specimen Form	2
Section 5.	Registry and Transfer of Bonds	2
Section 6.	Replacement of Bonds	2
Section 7.	Registered Holder as Owner	3
Section 8.	Book Entry Form	3

### ARTICLE II. INTENTIONALLY OMITTED

### ARTICLE III. SINKING FUND

Section 1.	Maintenance of Fund	3
Section 2.	Payment of Interest and Principal of Bond	4
Section 3.	Failure to Surrender Matured Bonds for Payment	4
Section 4.	Pledge of Revenues	4
Section 5.	Not Assignable	5

### ARTICLE IV. REPRESENTATIONS, WARRANTIES AND AGREEMENTS OF ISSUER

Section 1.	Payment of Principal and Interest	5
Section 2.	Title to the Premises	5
Section 3.	Certificate of Appraiser	5
Section 4.	Insurance	5
Section 5.	Taxes and Assessments	5
Section 6.	Maintenance of Improvements	5
Section 7.	Recording of Security Instrument	6
Section 8.	Reports	6
Section 9.	Verification of Identity	6
Section 10.	Restriction of Sales	6
Section 11.	Use of Proceeds - Intentionally Omitted	
Section 12.	Litigation	6
Section 13.	Environmental Conditions	6
Section 14.	Non-Profit Corporation	7
Section 15.	Inspection	7
Section 16.	Leases of the Premises	7

### ARTICLE V. DAMAGE, DESTRUCTION AND CONDEMNATION; USE OF NET PROCEEDS

Section 1.	Damage and Destruction	8
Section 2.	Condemnation	8

### ARTICLE VI. DEFAULT IN THE PAYMENT OF TAXES, ASSESSMENTS OR INSURANCE PREMIUMS

9

### ARTICLE VII. DEFAULT AND REMEDIES

Section 1.	Events of Default	10
Section 2.	Acceleration	10
Section 3.	Surrender of Premises	10

Section 4.	Power of Sale - Intentionally Omitted	
Section 5.	Other Remedies	11
Section 6.	Appointment of a Receiver	11
Section 7.	Notice of Default	11
Section 8.	Trustee May File Proofs of Claim	11
Section 9.	Trustee May Enforce Claims Without Possession of Bonds	12
Section 10.	Waiver of Marshaling	12
 <b>ARTICLE VIII. THE TRUSTEE</b>		
Section 1.	No Implied Covenants	12
Section 2.	Conditions of Acceptance of Trust	12
Section 3.	Compensation of Trustee	13
Section 4.	Delegation	13
Section 5.	Suits by Trustee	13
Section 6.	General Powers of Trustee	14
Section 7.	Application of Funds	14
Section 8.	Trust Estate May be Vested in Separate Trustee or Co-Trustee	14
Section 9.	List of Bondholders	14
Section 10.	Indemnity	15
Section 11.	May Hold Bonds	15
Section 12.	Trustee's Right to Commingle Funds and to Invest Same	15
Section 13.	Reliance on Appraisals and Other Information	15
Section 14.	Successor Trustee Merger, Conversion, Consolidation, or Succession to Business	15
Section 15.	Resignation or Removal of Trustee	15
Section 16.	Acceptance of Appointment by Successor	16
 <b>ARTICLE IX. MODIFICATION AND SUBORDINATION OF TRUST INDENTURE</b>		
Section 1.	Bondholders Consent Required	16
Section 2.	Bondholder Consent Not Required	17
 <b>ARTICLE X. ACTIONS AND MEETINGS OF BONDHOLDERS</b>		
Section 1.	Action of Bondholders	17
Section 2.	Bondholder Meetings	18
Section 3.	Bondholders' Committee	18
Section 4.	Notices to Bondholders	18
 <b>ARTICLE XI. CANCELLATION OF TRUST INDENTURE</b>		
		19
 <b>ARTICLE XII. DISCHARGE OF LIEN</b>		
		19
 <b>ARTICLE XIII. RELEASE OF MORTGAGED PROPERTY</b>		
Section 1.	Substitution of Property	20
Section 2.	Release for Easements, Etc.	20
Section 3.	Sale of Property	20
 <b>ARTICLE XIV. INTENTIONALLY OMITTED</b>		
 <b>ARTICLE XV. USE OF PREMISES</b>		
		21
 <b>ARTICLE XVI. UNLAWFUL PROVISIONS</b>		
		21
 <b>ARTICLE XVII. PREPAYMENT PRIVILEGES</b>		
Section 1.	Right to Prepay	21
Section 2.	Deposit with Trustee	22

Section 3.	No Interest After Redemption Date	22
Section 4.	Adjustment of Amount of Deposit	22

**ARTICLE XVIII. MISCELLANEOUS**

Section 1.	Notices	22
Section 2.	Captions	23
Section 3.	Successor and Assigns	23
Section 4.	Counterparts	23
Section 5.	Severability	23
Section 6.	Entire Agreement	23
Section 7.	Conflict	23
Section 8.	Governing Law	23

**ARTICLE XIX. MISCELLANEOUS NON-UNIFORM PROVISION**

Section 1.	Contrary Provisions	23
Section 2.	Voting	23
Section 3.	Intentionally Omitted	
Section 4.	Intentionally Omitted	
Section 5.	Equal Parity Provisions	24
Section 6.	Additional Subordinate Indebtedness	24

**LIST OF EXHIBITS**

Exhibit "A"	Cancelled Bonds
Exhibit "B"	Legal Description
Exhibit "C"	Bond Maturity Schedule
Exhibit "D"	Specimen Bond(s)
Exhibit "E"	Schedule of Fees
Exhibit "F"	Legal Description of Sale Property
Exhibit "G"	Form of Deed

**AMENDED AND RESTATED TRUST INDENTURE**

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

**WITNESSETH:**

**WHEREAS**, Issuer and Trustee entered into that certain Trust Indenture Trust No. 1412724, dated July 31, 2007 (the "Original Trust Indenture") in connection with the issuance by Issuer of the First Mortgage Bonds, 2007 Series A dated July 31, 2007 in the original principal amount of \$11,300,000 (collectively, the "Original Bonds");

**WHEREAS**, the Original Bonds and the Original Trust Indenture are secured by that certain Mortgage, Assignment of Rents and Security Agreement, Financing Statement and Fixture Filing dated August 13, 2007 and recorded August 23, 2007 as Instrument No. 2007016042 in the Office of the Recorder of Madison County, Indiana (the "Original Security Instrument");

**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;

**WHEREAS**, pursuant to the Plan, \$ \_\_\_\_\_ in principal amount of the Original Bonds, as more particularly identified in Exhibit "A" attached hereto and incorporated herein by this reference, have been cancelled, provided that this Indenture shall continue with respect to the balance of the outstanding Original Bonds (the "Remaining Original Bonds") which shall be cancelled and replaced as provided in Article I, Section 1 below; and

**WHEREAS**, pursuant to the Plan, the Issuer and the Trustee are entering into (a) this Indenture which amends and restates and replaces in its entirety the Original Trust Indenture and (b) that certain Amended and Restated Mortgage, Assignment of Rents and Security Agreement, Financing Statement and Fixture Filing dated of even date herewith (the "Security Instrument") which amends and restates and replaces in its entirety the Original Security Instrument.

**NOW, THEREFORE**, in consideration of the premises and 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 grants, bargains, sells, aliens and conveys unto the Trustee and to any successor or successors in the trust hereby created, all of its right, title and interest in and to the real property described in Exhibit "B" attached hereto and made a part hereof (the "Property").

**TOGETHER WITH** any and all buildings and improvements now existing or hereafter erected on said Property, all fixtures, equipment, machinery and appliances now or hereafter affixed thereto, and all other rights, privileges and appurtenances belonging or in any way appertaining to said Property (said Property and improvements and other items mentioned being hereinafter referred to as "Premises").

**TO HAVE AND TO HOLD** the said Premises unto the Trustee, its successors and assigns, in trust for the uses and purposes hereinafter limited, described and declared and Issuer represents, covenants, and warrants with the Trustee that it is seized of the Premises in fee simple and has the right to convey the same in fee

simple; that the same are free from all encumbrances except those specified in the title insurance policy, and that it will warrant and defend the title to the same against the claims of any and all persons whomsoever other than those claiming under said encumbrances specified in the title insurance policy.

## 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 First Mortgage Bonds in the aggregate amount of \$11,300,000. The Trustee shall cancel all Remaining Original Bonds outstanding as of the date hereof and shall replace them with First Mortgage Bonds, 2013 Series A dated \_\_\_\_\_, 2013 issued by the Issuer pursuant to the Plan in the aggregate amount of \$ \_\_\_\_\_ (the "Bonds"). These Bonds are dated \_\_\_\_\_, 2013 (the "Issue Date") and are issued in amounts equal to the percentage interest each holder's individual claim bears to the Allowed Class 2 Secured Claim as defined in the Plan (less any amounts distributed to them pursuant to the Plan). The Trustee is hereby authorized to take any and all such actions with respect to the Original Bonds outstanding as of the date hereof as the Trustee 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 and Interest Rate.** The Bonds shall mature and bear interest in accordance with the schedule attached hereto, marked Exhibit "C", which is referred to and made a part hereof for all purposes. Principal and interest on the Bonds shall be paid on each \_\_\_\_\_ (six months after the Distribution Date as defined in the Plan) and \_\_\_\_\_ (six months thereafter) as set forth in Exhibit "C" ("Payment Dates").

**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 "D" 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 Trustee 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 Trustee and the Trustee 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 Trustee shall be entitled to charge the holder thereof a transfer fee and to require compliance with such reasonable regulations as Trustee may prescribe. Trustee 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 Trustee) in which to process all Bond transfers.

**Section 6. Replacement of Bonds.** In the event any Bond shall become mutilated or defaced, the Trustee 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 Trustee's normal charge. In the event any Bond is destroyed, lost or stolen, the Trustee shall issue upon payment to Trustee 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 Trustee evidence satisfactory to the Trustee 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 Trustee 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 Trustee. 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 Trustee prior to the first Payment Date following the issuance of the Bond, Trustee 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 and interest 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 Trustee 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 Trustee, and neither the Trustee 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 and interest on the Bonds, the Issuer covenants and agrees to deliver to Trustee for the creation and maintenance of a sinking fund (the "Sinking Fund") funds sufficient to make payment of principal and/or interest as described in Exhibit "C", or its duly authorized paying agent, until the entire principal and interest on the Bonds has been paid in full. The payments reflected in Exhibit "C" which the Trustee or Paying Agent shall make from the Sinking Fund include principal and interest 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 Trustee 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 Trustee and Issuer. The amount of the Sinking Fund payments for the First Mortgage Bonds, Series A shall be as follows:

\$28,746.00 per month beginning _____,	2013 through _____,	2015
\$30,946.00 per month beginning _____,	2015 through _____,	2017*
\$33,146.00 per month beginning _____,	2017 through _____,	2020
\$35,071.00 per month beginning _____,	2020 through _____,	2023
\$63,196.00 per month beginning _____,	2023 and thereafter	

The above-stated monthly payments include Trustee, Paying Agent and Registrar fees of \$696.00 per month.

\*The monthly payment for the period \_\_\_\_\_, 2015 through \_\_\_\_\_, 2017 shall remain at \$28,746.00 until the 2604 N. Scatterfield Road property has been sold.

Payments 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 first (1<sup>st</sup>) day of each month thereafter until the entire principal and interest on the Bonds have been paid in full on or before \_\_\_\_\_, 20\_\_\_\_. In addition to the first (1<sup>st</sup>) monthly payment amount set forth above, the Issuer shall pay an amount equal to the interest accrued from the Issue Date through the last day of the first (1<sup>st</sup>) month following the Issue Date. For example if the Issue Date is October 20<sup>th</sup>, then the first monthly payment would be made on December 1<sup>st</sup> and in addition to the monthly payment amount would include interest accrued from October 20<sup>th</sup> through October 31<sup>st</sup>.

In addition to the amounts specified above, Issuer shall deliver to Trustee for placement in the Sinking Fund, Trustee'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 Trustee may consent to an appropriate reduction in the amount of the Sinking Fund payments. Trustee shall receive and hold all payments by Issuer into the Sinking Fund and disburse therefrom all payments of principal and interest due on the Bonds, Trustee's fees and such other sums as provided in Article VIII hereof. Trustee shall hold said funds in trust together with all other funds held by Trustee 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 Interest and Principal of Bond.** On each scheduled Payment Date, Trustee shall pay all principal and interest due on the Bonds as set forth in the maturity schedule attached hereto as Exhibit "C" and incorporated herein by this reference, using money withdrawn from the Sinking Fund but only to the extent of the funds held by Trustee in the Sinking Fund. On any Payment Date, Trustee shall not make any payment on the Bonds unless the Sinking Fund contains sufficient funds to enable Trustee to make all payments then due on the Bonds and to pay Trustee'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 payment of insurance premiums, taxes and fees and expenses of Trustee, 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 interest payable with respect to a Bond is unclaimed or any check issued in payment of interest is not presented for payment, if funds sufficient to pay such Bonds or interest shall have been made available to the Trustee 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 Bonds or interest thereon shall forthwith cease, desist, and be completely discharged, and thereupon it shall be the duty of the Trustee 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 or interest.

(B) If any funds held by Trustee 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 Trustee.

**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 Trustee until the Sinking Fund delinquency is remedied, after which time Issuer may deal with its receipts as before the default.

**Section 5. Not Assignable.** Funds held in the Sinking Fund, or otherwise held hereunder shall not be assignable by Issuer nor subject to the process of any court upon legal action by or against the Issuer and are held in trust to be utilized only as provided herein and shall be security for the Issuer's obligations hereunder. Such funds shall remain in the custody of the Trustee until the Issuer complies with each and every provision of this Indenture.

#### ARTICLE IV

#### REPRESENTATIONS, WARRANTIES AND AGREEMENTS OF ISSUER

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

**Section 2. Title to the Premises.** Issuer represents and warrants that it is well seized of the Premises in fee simple; that the same are free and clear of all encumbrances except as provided in the title insurance policy; and that it will warrant and defend the Trustee herein, the holders of the Bonds, and all those claiming through or under it or them against all lawful claims whatsoever other than those arising under the Permitted Encumbrances specified in the title insurance policy. Issuer agrees that the Security Instrument is and will be kept a first lien upon the Premises and that it will not suffer or permit any charge to accrue which shall have priority over or parity with the Security Instrument other than encumbrances or obligations listed or permitted in the title insurance policy. Issuer further agrees to give any further or different instrument of conveyance and to make any such further assurance as the Trustee may find necessary or proper to be made in the Premises. Issuer agrees to discharge, by payment or bonding, within thirty (30) days after receipt of notice thereof, any liens or claims against the Premises and agrees to indemnify and hold Trustee harmless from any expenses including reasonable attorneys' fees incurred in connection therewith.

**Section 3. Certificate of Appraiser.** In accordance with the terms of Article XIII hereof, Issuer agrees to furnish Trustee with a certificate or opinion of appraiser as to the fair market value of the Premises subject to the lien securing the Bonds.

**Section 4. Insurance.** Issuer shall keep the buildings, fixtures, equipment, machinery, appliances, furniture, and personal property, now and at any time hereafter situated on the Premises insured against all losses or damages by fire and other casualties covered by standard all-risk extended coverage, hazard insurance generally available in the state where Issuer is located in amounts equal to 100% of the agreed replacement value of all structures, and to cause all policies of insurance to be made payable to the Trustee as mortgagee, to the extent of the indebtedness owing and unpaid hereunder, and to deliver a certificate of insurance as they are from time to time written to the Trustee. Trustee shall be furnished a certificate of insurance upon the execution hereof which policies it represents shall provide for ten (10) days written notice to Trustee prior to cancellation. Issuer shall maintain in full force and effect at all times general liability insurance.

**Section 5. Taxes and Assessments.** Issuer shall pay and discharge, as the same from time to time becomes due and payable, all taxes and assessments, including assessments for special benefits, which by any competent taxing or assessing authority may be assessed or levied on the Premises, or any part thereof.

**Section 6. Maintenance of Improvements.** Issuer (A) shall not commit waste or permit impairment or deterioration of the Premises, (B) shall not abandon the Premises, (C) shall restore or repair promptly

and in a good and workmanlike manner all or any part of the Premises to the equivalent of its original condition, in the event of any damage, injury or loss thereto, whether or not insurance proceeds are available to cover in whole or in part the costs of such restoration or repair, (D) shall keep the Premises, including improvements, fixtures, equipment, machinery and appliances thereon in good repair and shall replace fixtures, equipment, machinery and appliances on the Premises when necessary to keep such items in good repair, (E) shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Premises, (F) shall give notice in writing to Trustee of and, unless otherwise directed in writing by Trustee, appear in and defend any action or proceeding purporting to affect the Premises, the security of the Security Instrument or the rights or powers of Trustee. Neither Issuer nor any tenant or other person shall remove, demolish or alter any improvement now existing or hereafter erected on the Property or any fixture, equipment, machine or appliance in or on the Premises except when incident to the replacement of fixtures, equipment, machinery and appliances with items of like kind.

**Section 7. Recording of Security Instrument.** Issuer agrees to cause the Security Instrument to be duly recorded in the appropriate public records, and to pay costs of recording and taxes upon the Bonds, if any.

**Section 8. Reports.**

Issuer, promptly upon receipt of any written request of Trustee, shall furnish Trustee, or if Trustee in its sole discretion so desires, Issuer shall furnish to any broker, underwriter, lender or other appointed agent, with such financial reports and information in a form acceptable to Trustee concerning Issuer as may be required or requested by Trustee.

Trustee shall also maintain all documents and records provided to it by the Issuer until all Bonds have been paid in full.

**Section 9. 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 information that will allow Trustee to identify the Issuer. Issuer shall provide any identifying documents that the Trustee may require for this purpose.

**Section 10. Restriction of Sales.** Except as otherwise provided herein, the Issuer covenants and agrees that it shall not sell, lease, transfer or convey the Premises or any part thereof. Additionally, the Issuer shall not enter into any consolidation or merger without prior written notice to Trustee.

**Section 11. Use of Proceeds.** Intentionally omitted.

**Section 12. 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 13. Environmental Conditions.**

(A) Issuer represents, warrants, and certifies that, to the best of Issuer's knowledge: (i) Issuer is in compliance with all applicable environmental statutes and regulations, court or administrative orders (including, without limitation, the Resource Conservation and Recovery Act, and the Comprehensive Environmental Response, Compensation, and Liability Act); and (ii) the Premises do not contain any chemical, material, or substance (including, without limitation, asbestos, asbestos-containing materials, urea formaldehyde foam insulation, transformers or other equipment which contain dielectric fluid containing levels of polychlorinated biphenyls in excess of 50 parts per million, petroleum products, hazardous wastes, and/or substances and toxic wastes and/or substances), the storage of which or the exposure to which is prohibited, limited, or regulated, may pose a hazard to the health and safety of the occupants of said Premises or to that of the owners or occupants of real property in proximity thereto. Issuer further covenants and warrants that it shall not cause or allow any lien to be recorded against the Premises as a consequence of, or in any way related to, the presence, remediation, or disposal of any hazardous chemical, material, or substance, as more particularly described hereinabove, in or relating to the

Premises, or related in any way to the activities of Issuer, including any mechanics', materialmen's, suppliers', or laborers' liens, or any state, federal, or local environmental liens relating to such matters. In the event that any such chemicals, materials, or substances referenced above are discovered on or in the Premises, Issuer agrees to take responsibility of and shall pay all costs in connection with any investigation and remedial activity required by law, including, without limitation, all installation, operation, maintenance, testing, and monitoring costs, and all power and utility costs that may be applicable to such remedial action. All remedial or removal action of said chemicals, materials, or substances shall be performed in a good, safe, and workmanlike manner, in compliance with all laws and regulations applicable thereto, and Issuer shall diligently pursue such investigation and remedial activity until Issuer is allowed to terminate these activities by those governmental authorities having jurisdiction thereof. Promptly upon Issuer's remediation of the Premises as referenced herein, and upon Issuer's complete performance and satisfaction of all of its obligations hereunder, Issuer shall permanently seal and close all monitoring ditches, holes, wells, and other items to industry standards in compliance with all applicable federal, state, and local laws, ordinances, and regulations, and shall restore the Premises to its condition existing immediately prior to the date of discovery of the damage, which shall include, without limitation, the repair of any surface damage, including paving, caused by the remedial activities referenced herein. Issuer's failure to comply with the warranties and covenants contained herein shall be deemed to be an Event of Default hereunder, at the option of Trustee herein. Issuer further shall furnish to Trustee proof, satisfactory to Trustee, from time to time as reasonably requested by Trustee, that Issuer and the Premises are in full compliance with all such statutes, regulations, ordinances, or orders, including, but not limited to, proof of required reporting and testing. Issuer further shall furnish to Trustee, in form and content satisfactory to Trustee, from time to time during the term of the Bond issue, as reasonably requested by Trustee, at Issuer's sole cost and expense, a satisfactory inspection of the Premises in a form and prepared by an inspector approved by Trustee, which inspection shall provide that there are no hazardous or toxic wastes, substances, chemicals, materials, pollutants, petroleum products, asbestos-related materials, or polychlorinated biphenyls located on or affecting the Premises.

(B) Issuer does hereby agree to indemnify Trustee and Bondholders and hold Trustee and Bondholders harmless from and against any and all loss, cost, damage, claim, or expense (including, without limitation, any and all attorneys' fees and expenses of litigation) incurred or suffered by Trustee or Bondholders on account of: (i) the location on the Premises of any chemical, material, or substance (including, without limitation, asbestos, urea formaldehyde foam insulation, hazardous waste, and/or toxic waste), the storage of which or the exposure to which is prohibited, limited, or regulated by any federal, state, county, regional, or local governmental unit, agency, or authority, or which storage or exposure, even if not so prohibited, limited, or regulated, may pose a hazard to the health and safety of the occupants of the Premises or to that of the owners or occupants of real property adjacent thereto; or (ii) the failure by Issuer to comply with any applicable environmental laws (including, without limitation, the Resource Conservation and Recovery Act, and the Comprehensive Environmental Response, Compensation and Liability Act).

(C) Notwithstanding anything contained in this Trust Indenture or in the Security Instrument to the contrary, the Trustee shall have no duty to foreclose on the Premises or bid on behalf of the Bondholders at a foreclosure sale (i) if, in Trustee's reasonable judgment, such action would subject Trustee to personal liability for the cost of investigation, removal, and other remedial activity, or (ii) if the presence on the Premises of any chemical, material, or substance described in subparagraph (A) of this section results in the Property having no or only nominal value.

**Section 14. 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.

**Section 15. Inspection.** Trustee may, after a minimum of 48 hours written notice to Issuer, make or cause to be made reasonable entries upon and inspections of the Premises.

**Section 16. Leases of the Premises.**

(A) Issuer, at Trustee's request, shall furnish Trustee with executed copies of all leases now existing or hereafter made of all or any part of the Premises.

(B) Upon Trustee's request, Issuer shall assign to Trustee, by written instrument satisfactory to Trustee, all leases now existing or hereafter made of all or any part of the Premises and all security deposits made by tenants in connection with such leases of the Premises.

## **ARTICLE V**

### **DAMAGE, DESTRUCTION AND CONDEMNATION; USE OF NET PROCEEDS**

#### **Section 1. Damage and Destruction.**

(A) If the Premises, or any portion thereof, is destroyed (in whole or in part), or is damaged by fire or other casualty, Issuer shall be obligated to continue to pay the amounts set forth herein. Issuer shall give Trustee prompt written notice of any such destruction or damage in excess of \$10,000.00.

(B) The proceeds from any insurance resulting from any events described in the preceding paragraph less all expenses related thereto (the "Net Proceeds") shall be deposited in a separate trust fund to be known as the "Insurance Proceeds Fund," provided that Net Proceeds in an amount less than \$10,000.00 shall be paid directly by Trustee to Issuer free of any requirements in this Article. All Net Proceeds shall be applied in one or more of the following ways, as elected by Issuer in a written notice to Trustee:

(1) To the prompt repair, restoration, modification or improvement of the Premises by Issuer, upon receipt by Trustee of written request on applicable forms for each draw request accompanied by supporting invoices, statements, bills and approved construction draw form, signed by an officer or individual authorized to make draw requests on behalf of the Issuer; or

(2) Toward the purchase of additional property, against which Issuer shall give a first lien to Trustee for the benefit of the Bondholders; or

(3) To call and prepay outstanding Bonds in the same manner as partial pre-payments are to be applied under the provisions of Article XVII hereof, but without any premium or penalty; or

(4) A combination of these purposes.

Any balance of the Net Proceeds remaining shall be transferred to the Redemption Fund, as defined below, to be applied to the payment of principal of, and premium, if any, and interest on the Bonds, or if the Bonds have been fully paid (or provision for payment thereof has been made in accordance with the provisions of this Indenture), any balance remaining in the Redemption Fund shall be paid to Issuer.

(C) If the Net Proceeds are insufficient to pay in full the costs of the repair, restoration, modification or improvement required hereunder, Issuer will nevertheless complete the work so that the Premises is in substantially the same condition as existed prior to such damage or destruction, or is in a condition of at least equivalent value and function, and Issuer will pay any cost in excess of the amount of the Net Proceeds held by Trustee. Trustee shall not be required to confirm the availability of such excess.

#### **Section 2. Condemnation.**

(A) If title to all, or substantially all, of the Premises shall be taken or condemned by competent authority for any public use or purpose, the gross amount awarded, less all attorneys' fees and other expenses and costs in the condemnation proceeding (the "Net Condemnation Award") shall be paid to the Trustee and deposited into a separate trust fund to be known as the "Condemnation Award Fund." In the event the Net Condemnation

Award, together with the amount in the Sinking Fund, shall be insufficient to pay in full on the next redemption date the amount necessary to pay all outstanding principal, interest, Trustee's fees and other costs of redemption (without premium) (the "Bond Redemption Cost"), Issuer shall pay the amount of any such deficiency. In the event the Net Condemnation Award, together with the amount in the Sinking Fund, shall be in excess of the Bond Redemption Cost, the Bonds shall be redeemed at the next bond redemption date and the remaining balance shall be paid to the Issuer.

(B) If less than substantially all of the Premises shall be taken or condemned by competent authority for any public use or purpose, neither the term nor any of the obligations of Issuer under this Agreement shall be affected or reduced in any way.

(1) If any part of the Premises is taken, Issuer shall proceed to repair, replace, restore or rebuild the remaining parts so that the Premises is in substantially the same condition as immediately prior to such condemnation or is in a condition of at least equivalent value and function;

(2) The entire Net Condemnation Award, less Trustee's expenses, shall be paid to the Issuer for use in repairing, restoring, replacing and rebuilding as provided hereinabove. Said Award shall be transferred to the Issuer in the same manner as insurance proceeds are made available. If the Net Condemnation Award is less than the amount necessary for the Issuer to repair, replace, restore and rebuild, as set forth hereinabove, Issuer shall nevertheless complete the repair, replacement, restoration or rebuilding and pay the costs thereof. Trustee shall not be required to confirm the availability of such excess.

(3) If the Net Condemnation Award is in excess of the amount necessary to repair, replace, restore and rebuild, such excess shall be paid to Trustee to be deposited in to the Condemnation Award Fund to be applied to (i) call and prepay outstanding Bonds in the same manner as partial prepayments are to be applied under the provisions of Article XVII, (ii) purchase of additional property against which Issuer shall give a first lien to Trustee for the benefit of the Bondholders, or (iii) construct additional improvements on the Property remaining under the lien. The Issuer has the right to select which of the above and foregoing alternatives it desires to exercise, and shall notify Trustee, in writing, which alternative is selected by Issuer.

(C) Issuer shall be obligated to continue to make all payments required hereunder pending any such condemnation proceeding, and thereafter unless the Bonds are paid in full.

(D) Trustee is authorized to join in and consent to deeds in lieu of condemnation as requested by Issuer upon receipt of a copy of the written agreement between the condemning authority and the Issuer.

(E) Notwithstanding anything herein to the contrary, any Net Condemnation Award less than \$10,000.00 shall be paid directly to Issuer free of any requirements of this Article.

## ARTICLE VI

### DEFAULT IN THE PAYMENT OF TAXES, ASSESSMENTS OR INSURANCE PREMIUMS

Should Issuer default in the payment of any taxes, assessments, insurance premiums, or any claim, lien or encumbrance prior to or in parity with the lien of this Indenture or the Security Instrument or to keep the Premises in repair, then to the extent of funds held by Trustee in the Sinking Fund, Trustee may, and, if funds thereof are furnished by a Bondholder or Bondholders, then the Trustee shall, at the discretion of the Trustee, pay and discharge such taxes, assessments, claim, lien or encumbrance and make such repairs as it reasonably deems desirable, and the amount paid therefor shall constitute a further lien and shall be secured hereby and by the Security Instrument and shall be due and payable forthwith and shall bear interest at a floating rate of interest equal to the prime rate as published from day to day in The Wall Street Journal (the "Prime Rate") plus four percent (4%) (the "Default Rate of Interest") from and after the days of such payments until paid to Trustee. If the Prime Rate ceases to be available, the Trustee may determine the Default Rate of Interest using another comparable index.

## ARTICLE VII

### 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 or the interest 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 Issuer to pay any taxes, assessments, insurance or claims, liens or encumbrances prior to or in parity with the lien of this Indenture or the Security Instrument or to keep the Premises in repair.

(D) 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 8.

(E) 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.

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

(G) 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, in the Bonds, or in the Security Instrument.

(H) The acceleration of any indebtedness owed by Issuer to OSK I, LLC ("OSK").

**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, together with all accrued interest thereon, and all such taxes, assessments and insurance monies unpaid, to be forthwith due and payable, notwithstanding that the time limit in the several Bonds shall not have expired.

**Section 3. Surrender of Premises.** Upon the happening of any Event of Default which continues for a period of ten (10) days, Issuer, upon demand of the Trustee, shall forthwith surrender to the Trustee the actual possession of, and it shall be lawful for the Trustee, by such officer or agents, servants and employees as it may appoint, to take possession of the Premises (with the relevant books, papers and accounts of the Issuer), and to hold, operate and manage such property, and from time to time make all needful repairs, and such alterations additions, advances and improvements as to them shall seem wise; and to receive the rents, income, issues and profits thereof and out of them to pay all proper costs and expenses of so taking, holding and managing such property, including reasonable compensation to the Trustee, its agents, servants and employees and counsel, and any charges of the Trustee hereunder, and any taxes and assessments and other charges prior to the lien of these presents which the

Trustee may deem appropriate to pay. The remainder of the monies so received by it shall be utilized to pay interest and principal on the Bonds as provided herein. Provided, however, that it shall not be obligatory upon the Trustee to take possession in the Event of Default.

**Section 4. Power of Sale.** Intentionally omitted.

**Section 5. 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, interest and other sums of which are due but have not been paid, to recover the entire principal sum of all Bonds then outstanding together with all accrued interest thereon, notwithstanding that the time limit in the several Bonds shall not have expired, to enforce payment of the Bonds and/or to foreclose the Security Instrument and to sell the Premises under the judgment or decree of a court or courts of competent jurisdiction, and it shall be obligatory upon the Trustee to take action either by such proceedings or by the exercise of its powers with respect to entry or sale as it may determine, 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 or interest, except in case of refusal of the Trustee to act after such continued breach and such request and tender of indemnity as aforesaid.

**Section 6. Appointment of a Receiver.** Upon the filing of a bill in equity, or other commencement of judicial proceedings to enforce the rights of the Trustee and of the Bondholders, the Trustee, as a matter of right, and without regard to the sufficiency of the security shall be entitled, if Trustee in its sole discretion so desires, to the appointment (immediately and without notice to the Issuer, which is hereby waived) of a receiver of the Premises, and of the income, rents, issues and profits thereof, pending such proceedings, with such powers as may be required to protect the interest of the Bondholders as the court making such appointment shall confer.

**Section 7. 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 or interest 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 or interest on any maturity date after thirty (30) days of the date from which the non-payment occurred.

**Section 8. 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 the property of the Issuer 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 or interest) 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) and interest 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 9. 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.

**Section 10. Waiver of Marshaling.** Notwithstanding the existence of any other security interests in the Premises held by Issuer or by any other party, Trustee shall have the right to determine the order in which any or all of the Premises shall be subjected to the remedies provided herein. Issuer, any party who consents to this Indenture and any party who now or hereafter acquires a security interest in the Premises and who has actual or constructive notice hereof hereby waive any and all right to require the marshaling of assets in connection with the exercise of any of the remedies permitted by applicable law or provided herein.

## ARTICLE VIII

### THE TRUSTEE

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

(A) the Trustee undertakes 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; and

(B) in the absence of bad faith on its part, the Trustee 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 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, the Trustee 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 accepts 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 VII, Section 7, herein, that the Trustee 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 it in expense or liability, unless furnished from time to time by the Bondholders as it may require with security and indemnity satisfactory to it; but this provision shall not affect any discretionary power herein given to the Trustee.

(B) That 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 assumes no responsibility for their correctness. The Trustee makes no representations as to the value or condition of the real or personal property pledged hereby or by the Security Instrument, or as to the title of the Issuer thereto or as to the security afforded thereby or hereby, or

as to the validity or sufficiency of this Indenture, of the Bond, or of the Security Instrument. The Trustee shall not 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 it shall be under no duty to see to the procuring of insurance or the payment and keeping down of taxes and assessments.

(D) That it shall be under no duty to review the financial statements required to be delivered under this Indenture by the Issuer.

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

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

(G) That it 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 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 submitted to it for inspection.

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

(I) That it assumes no responsibility for the application or misapplication by Issuer of the proceeds from the sale of the Bonds.

**Section 3. Compensation of Trustee.** The Issuer agrees, from time to time, on demand to pay to the Trustee compensation for its 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 "E" attached hereto and incorporated herein by this reference, to reimburse the Trustee for all its expenditures, and to indemnify and save the Trustee harmless against any liabilities which it may incur in the exercise and performance of its 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 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 and/or Premises are 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 hereunder pursuant to applicable law. Trustee shall not be responsible for any act or omission on the part of any such attorney or corporation.

**Section 5. Suits by Trustee.** The Trustee shall have power to institute and to maintain such proceedings as it may deem expedient to prevent any impairment of the trust estate created hereby by any act which may be unlawful or in violation of this Indenture and to protect its interest and the interests of the Bondholders in the trust estate and in the rents, issues, profits, revenues and other income arising therefrom, including, without

limitation, the power to institute and maintain proceedings to restrain the enforcement of or compliance with any governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement of or compliance with such an enactment, rule or order would impair the security hereunder or under the Security Instrument or be prejudicial to the interest of the Bondholders or the Trustee.

**Section 6. General Powers of Trustee.** To the extent permitted by law, in the exercise of its duties hereunder and in the management of any real or personal property which is the subject of this Indenture, including, without limitation, any real or personal property acquired at foreclosure or deed in lieu thereof, 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 7. Application of Funds.** Trustee shall be authorized to utilize any funds in the Sinking Fund or otherwise held by Trustee hereunder in any capacity for perfecting the lien of this Indenture and/or the Security Instrument, preserving and protecting the collateral conveyed hereby or thereby to Trustee, payment of taxes, recording fees, 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 Trustee, 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 Trustee on behalf of Issuer, Issuer shall promptly pay such amounts to Trustee. In addition, Issuer shall pay to Trustee interest on such amount at the Default Rate of Interest.

**Section 8. Trust Estate May be Vested in Separate Trustee or Co-Trustee.** It is the purpose of this Indenture that there shall be no violation of any law of any jurisdiction (including particularly the law of the state in which Issuer resides) denying or restricting the right of banking corporations or associations to transact business as trustee in such jurisdiction. It is recognized that in case of litigation under this Indenture or the Bond documents and in particular in case of the enforcement of either on an Event of Default, or in case the Trustee deems that by reason of any present or future law of any jurisdiction it may not exercise any of the powers, rights, or remedies herein granted to the Trustee or may not hold title to the Trust Estate in trust, as herein granted, or may not take any other action which may be necessary or desirable in connection therewith, it may be necessary that the Trustee appoint an additional individual or institution as a separate trustee or co-trustee. The following provisions of this Section are adopted to these ends.

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

(B) Should any deed, conveyance or instrument in writing from the Issuer be required by the separate trustee or co-trustee so appointed by the Trustee for more fully and certainly vesting in and confirming to him or it such properties, rights, powers, trusts, duties, and obligations, any and all such deeds, conveyances, and instruments in writing shall, on request, be executed, acknowledged, and delivered by the Issuer. In case any separate trustee or co-trustee, or a successor to either, shall die, become incapable of acting, resign, or be removed, all the estates, properties, rights, powers, trusts, duties, and obligations of such separate trustee or co-trustee, so far as permitted by law, shall vest in and be exercised by the Trustee until the appointment of a new trustee or successor to such separate trustee or co-trustee.

**Section 9. List of Bondholders.** The Trustee shall keep on file, and at least semi-annually update, 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 Trustee together with the principal amount and numbers of such Bonds. The Trustee shall be under no responsibility with regard to the accuracy of said list. This list shall remain the property of the Trustee and the Trustee shall be under no obligation to release a copy of this list to any other party.

**Section 10. Indemnity.** Issuer will indemnify Trustee and hold Trustee harmless against any loss, liability or expense incurred by Trustee 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 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; provided, however, that such indemnification does not extend to, and Trustee shall not be held harmless with respect to, such loss, liability or expense incurred by Trustee or suffered by Trustee as a result of, or arising out of, Trustee's negligence, negligent action, failure to act or willful misconduct.

**Section 11. May Hold Bonds.** The Trustee, or any other agent of the Trustee, 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 or such other agent.

**Section 12. Trustee'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 Trustee may commingle all such funds as a common trust account. Trustee shall invest funds for the benefit of the Trustee as compensation unless otherwise designated in the Schedule of Fees where Trustee invests for the mutual benefit of the Trustee 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 Trustee 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 Trustee's investment of the common trust account. The investments made by Trustee 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 Trustee or any affiliate or agent of Trustee, 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 Trustee or an affiliate of Trustee 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 Trustee.

**Section 13. Reliance on Appraisals and Other Information.** Trustee shall not be liable for mistakes of judgment and may rely upon any appraisals or other information furnished by or at the request of Issuer which form a basis for any decision by Trustee.

**Section 14. Successor Trustee Merger, Conversion, Consolidation, or Succession to Business.** Any corporation into which the Trustee 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 shall be a party, or any corporation succeeding to all or substantially all or part of the corporate trust business of the Trustee or any corporation to which the rights and duties of Trustee under this Indenture are properly assigned, shall be the successor of the Trustee 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 Trustee then in office, any successor by merger, conversion, consolidation, or assignment to such authenticating Trustee may adopt such authentication and deliver the Bonds so authenticated with the same effect as if such successor trustee had itself authenticated such Bonds.

**Section 15. 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 16. 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 IX

### MODIFICATION AND SUBORDINATION OF TRUST INDENTURE

**Section 1. Bondholders Consent Required.** Except as otherwise provided in Article X, Section 3, 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 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, reduce the rate of interest, or otherwise change the terms of payment of principal or interest, or impair the right of a Bondholder to institute suit for the enforcement of payment of principal or interest 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 of the Security Instrument with respect to any of the trust estate; 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 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 correct the description of the Property hereby or by the Security Instrument conveyed or pledged, or to assign, convey or mortgage unto the Trustee additional property of the Issuer which by error was omitted from the specific description hereinbefore contained, or which may be acquired by the Issuer hereafter, or to correct other scrivener's errors;

(ii) to add to the covenants of the Issuer for the protection of the Bondholders;

(iii) to set forth the amounts, denominations, interest rates, redemption prices, maturities, and other particulars of the Bonds or any subsequent series;

(iv) to cure any ambiguity, omission, formal defect or inconsistency; or

(v) 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 X**

**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 VII 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 XI**

### **CANCELLATION OF TRUST INDENTURE**

This Indenture shall be void and of no further force and effect, and title to the property conveyed herein and by the Security Instrument shall thereupon revert to the Issuer, its successors or assigns, free and clear of this Indenture and the Security Instrument (for which purpose the person and/or corporation then serving as Trustee hereunder shall have the Security Instrument satisfied of record or execute and record a quitclaim deed having the same 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, and all interest thereon, 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 XII**

### **DISCHARGE OF LIEN**

If the Issuer shall pay, or cause to be paid, or make provision for the payment to the Bondholders of, the outstanding principal, premium, if any, and interest due, or to become due, and all other fees and amounts due hereunder then, if Issuer is not in default hereunder, the presents and the estate and rights herein granted and in the Security Instrument shall cease, determine and be void, whereupon Trustee shall cancel and discharge the lien of the Indenture and the lien of the Trustee in the Security Instrument and execute and deliver to Issuer such instruments, in writing, as shall be requisite to release such lien, and reconvey, release, assign and deliver to Issuer any and all of the estate, right, title and interest in and to any of the Premises, except cash held by Trustee for the payment of the principal of, and premium, if any, and interest on the Bonds. Any Bond shall be deemed to be paid when:

(A) payment or provision therefore of the principal of and premium, if any, on such Bond, plus interest thereon, to the due date thereof (whether such due date is by reason of maturity or upon early redemption as provided herein) shall have been made in accordance with the terms hereof, and

(B) all necessary and proper fees, compensation, and expenses of Trustee pertaining to the Bonds with respect to which such deposit is made shall have been paid or the payment thereof provided for to the satisfaction of Trustee. At such time as a Bond shall be deemed to be paid hereunder, such Bond shall no longer be secured by or entitled to the benefits of this Indenture and the Security Instrument, except for the purposes of any such payment from such monies.

## ARTICLE XIII

### RELEASE OF MORTGAGED PROPERTY

**Section 1. Substitution of Property.** Upon the written request of Issuer, pursuant to a resolution of the governing body, the Trustee may, from time to time, so long as the Issuer shall not be in default, release from the lien hereof or of the Security Instrument any of the real or personal property covered hereby or thereby, when in its judgment, based upon the certificate of a qualified disinterested real estate appraiser selected by the Issuer for purpose of investigating the question, other property of equal value is substituted therefore and subjected to the lien hereof or thereof, so that such a release shall not impair the security of the Bondholders.

**Section 2. Release for Easements, Etc.** Issuer shall be entitled to grant rights of way and easements over or in respect to any of the real property conveyed hereby or by the Security Instrument and Trustee shall execute appropriate releases related thereto, provided that such grant will not, based upon the opinion of such disinterested person selected by the Issuer for the purpose of investigating the question, be prejudicial to the interest of the Bondholders, and provided further that any cash consideration received by the Issuer upon or in connection with the granting thereof, forthwith upon its receipt by Issuer shall be deposited with the Trustee in a separate trust fund to be known as "Easement Proceeds Fund" and applied as set forth in Article XIII, Section 3 (B) below. Additionally, Issuer shall have the right from time to time to sell or dispose of any part of the real property conveyed hereby or by the Security Instrument provided that such sale or disposition has been or is to be made in lieu and reasonable anticipation of the taking of such property by eminent domain by the United States of America or a designated state, municipality or other governmental authority having the power to take such property by eminent domain, provided that any cash consideration received by the Issuer upon or in connection with the sale or disposition thereof, forthwith upon its receipt by the Issuer shall be deposited with the Trustee in a separate trust fund to be known as "Eminent Domain Proceeds Fund" and applied as set forth in Article XIII, Section 3 (B) below.

**Section 3. Sale of Property.** Notwithstanding anything herein to the contrary, it is hereby agreed and understood that it is the intention of the Issuer to sell the real property located in Anderson, Indiana at 2200 Madison Avenue, 2604 North Scatterfield Road, and 136 acres of excess land, all as more particularly described in Exhibit "F" attached hereto and made a part hereof (the "Sale Property"). It is further agreed and understood that the Trustee is authorized to execute a release for the said property provided that the Issuer accepts a purchase offer in which the gross purchase price for such property equals or exceeds 75% of the Appraised Value (as defined below and subject to payment of usual and customary closing costs and prorations) (the "Minimum Purchase Price").

For the period ending December 31, 2014 Appraised Value means (i) with respect to the 2604 North Scatterfield Road Property, \$915,000; (ii) with respect to the 2200 Madison Avenue Property, \$610,000; and (iii) with respect to the 136 acres of excess land, \$1,224,000 or \$9,000 per acre. For the period beginning January 1, 2015 through December 31, 2016 Appraised Value shall mean the value determined by new appraisals of all or any of parcels (i), (ii) or (iii) above which have not sold. Appraisals shall be performed by an appraiser approved by the Issuer, the Trustee and OSK, the co-mortgagee with the Trustee under the Security Instrument. In the event the Issuer desires to accept an offer which does not meet the Minimum Purchase Price or which is made by a Related Party (defined below), the Issuer shall have the authority to sell the foregoing real estate in arms-length good faith transactions for any reasonable price after obtaining the prior written consent of the Trustee and OSK, which consent shall not be unreasonably withheld or delayed, and upon closing on such sales the Trustee and OSK agree to provide partial releases of the Security Instrument. When a portion of the real estate is liquidated and the net proceeds are distributed at any time prior to December 31, 2016, the amounts to be distributed to OSK and the Trustee shall be as follows:

Purchase Price	OSK	Trustee
90% or more of Appraised Value	75%	25%
85% to less than 90% of Appraised Value	73.5%	26.5%
80% to less than 85% of Appraised Value	72%	28%
Less than 80% of Appraised Value	70%	30%

Net sale proceeds from the sale of any of the Sale Property received after December 31, 2016 shall be distributed to OSK and the Trustee on a pro rata basis based on the amounts of the respective debts then owed to each by the Issuer.

In the event any of the Sale Property has not been sold by June 30, 2016, the Issuer may proceed to auction such properties through the services of an auctioneer approved by the Issuer, OSK and the Trustee. OSK and the Trustee reserve the right to credit bid; provided, however, that such credit bid must be jointly made by OSK and the Trustee based on their pro rata share of the outstanding balance owed to each by the Issuer. If, as a result of a credit bid, OSK and the Trustee purchase any of the Sale Property, the Issuer shall deliver to OSK and the Trustee a conveyance deed in the form attached hereto as Exhibit "G".

The net sale proceeds from any of the Sale Property received by the Trustee shall be deposited in a separate trust to be known as the "Sale Proceeds Fund." On the Payment Date next following the receipt of any such proceeds, the Trustee shall make a pro-rata distribution to the Bondholders of the First Mortgage Bonds, Series A of all funds held in the Sale Proceeds Fund. Each such distribution shall reduce the outstanding principal amount of each Bond by the amount of such Bond's pro-rata portion of the distribution.

Related Party means any officer, director or elder of the Issuer and any entity in which such person maintains ownership or control.

#### ARTICLE XIV

#### INTENTIONALLY OMITTED

#### ARTICLE XV

#### USE OF PREMISES

Unless and until a default shall have occurred as hereinabove provided, the Issuer, its successors and assigns, shall be permitted to possess, maintain and enjoy the Premises and to receive and take and use all income, rent and profits thereof.

#### ARTICLE XVI

#### UNLAWFUL PROVISIONS

Nothing herein contained and no transaction related hereto shall be construed or so operate as to require the Issuer to pay interest at a rate greater than it is now lawful in such case to contract for or 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 XVII

#### 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 accrued interest and premium, if any. Such redemption, however, may occur only on a Payment Date. The Issuer shall, not less than twenty (20) days prior to such redemption, give Trustee a written request and the Trustee, not less than fifteen (15) days prior to such redemption, 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 Trustee. Any Bond or Bonds called for redemption in accordance herewith shall not bear interest 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 Trustee.** Issuer will pay to Trustee, 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, all accrued interest and premiums, if any, any Trustee's fees and expenses incurred for such prepayment, if any, and if the prepayment is of all outstanding Bonds, final Trustee's fees and expenses (the "Redemption Amount"). In the event all Bonds are to be redeemed, any amounts held by Trustee in the Sinking Fund or otherwise held hereunder by the Trustee shall be transferred to the Redemption Fund to reduce the Redemption Amount otherwise payable. Trustee is expressly authorized to pay the Bonds thus called for prepayment by making payment thereof, including accrued interest and premiums, if any, and to pay the Trustee'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 Trustee for payment on or before the date fixed therefor in the prescribed notices, the Trustee shall retain a sum equal to the principal thereof, accrued interest remaining unpaid to the date of such redemption, and premium, if any. This retention will operate as full payment of the Bonds and the interest thereto as between the Issuer and the holders thereof, and no interest will be payable thereafter on such Bonds by the Issuer or Trustee.

**Section 4. Adjustment of Amount of Deposit.** Should the Issuer deposit funds for the prepayment of outstanding Bonds which Trustee ultimately determines are in excess of the funds actually required to be deposited to effect said prepayment, then Trustee, 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 Trustee 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 Trustee. In the event that Issuer does not, under such circumstances, promptly remit such additional funds, then Trustee 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 Trustee upon demand and Trustee shall have a lien against the Premises of the Issuer to secure the payment of any of its funds thus advanced with interest at the Default Rate of Interest.

## ARTICLE XVIII

### 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:

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

**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, 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. Conflict.** In the event of conflict between the terms, covenants and conditions of this Trust Indenture and the Security Instrument, the terms, covenants and conditions of the Security Instrument shall control.

**Section 8. Governing Law.** This Indenture is made and shall be performed and construed according to the laws of the State of Georgia, except that provision relating to foreclosure against Property which shall be controlled by the laws of the State in which the Property is located.

## ARTICLE XIX

### MISCELLANEOUS NON-UNIFORM PROVISION

**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 current interest of Bonds outstanding on the date of such vote plus the accreted value of bonds outstanding on the date of such vote as of the most recent Payment Date prior to such vote.

**Section 3. Reserve Account.** Intentionally omitted.

**Section 4. Special Escrow Account for Issuer's Weekly Capital Gifts Contributions.**  
Intentionally omitted.

**Section 5. Equal Parity Provisions.** Notwithstanding anything contained herein to the contrary, the parties agree that the lien of this Indenture is on equal standing and priority with the lien of OSK with respect to its loan dated of even date herewith to Issuer in the amount of \$\_\_\_\_\_ (the "Loan"). Both the Indenture and the Loan are secured by the Security Instrument which creates a joint parity co-first lien on the Property in favor of OSK and Trustee on an equal and parity basis. Trustee, OSK and Issuer have entered into that certain Amended and Restated Agreement Between Lienholders which is incorporated herein by this reference, and the terms of this Indenture are subject to said Agreement Between Lienholders.

**Section 6. Additional Subordinate Indebtedness.** Issuer may not further encumber the property securing the Bonds with subordinate indebtedness.

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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:

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

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

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

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

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

(CORPORATE SEAL)

STATE OF GEORGIA

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

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

**1917268**

## LEGAL DESCRIPTION

## Exhibit "B" To Series A Trust Indenture

PARCEL I: (Commonly known as: 2604 N. State Road 9, Anderson)

Commencing at a point in the centerline of School Street which is 30.0 feet North and 1923.42 feet East of the Southwest corner of the Northwest Quarter of Section 31, Township 20 North, Range 8 East, said point also being the intersection of the centerline of State Road 109 as of February 22, 1973 and the centerline of School Street; thence North 29 degrees 02 minutes 00 seconds West 1196.94 feet along the centerline of said State Road 109 to a point where said centerline intersects the centerline of Rainbow Boulevard; thence North 89 degrees 42 minutes 44 seconds East 278.18 feet along the centerline of said Rainbow Boulevard to the point of beginning of a curve to the left whose radius is 702.83 feet and tangent length is 100.0 feet; thence East Northeasterly along said curve (centerline of Rainbow Boulevard) an arc distance of 198.67 feet to the point of tangency of said curve; thence North 73 degrees 31 minutes 00 seconds East 366.87 feet along said tangent (centerline of Rainbow Boulevard) to the point of beginning of a curve to the right whose radius is 702.64 feet and tangent length is 100.00 feet; thence East Northeasterly along said curve (centerline of Rainbow Boulevard) an arc distance of 198.67 feet to the point of tangency of said curve; thence North 89 degrees 43 minutes 00 seconds East 146.74 feet along said tangent (centerline of Rainbow Boulevard) to a point on the West line of Tract "D" in Tract 2 as shown on the plat of Salyer's Golden Acres, Tracts 1 and 2 a Subdivision in Richland Township as re-recorded in Plat Book 9, page 66 in the Recorder's Office of Madison County, Indiana; thence South 00 degrees 19 minutes 00 seconds East 375.00 feet to the Southwest corner of said Tract "D"; thence North 89 degrees 44 minutes 31 seconds East 300.56 feet along the South line of said Tract "D" to the Northwest corner of Tract "H" in said Tract 2 of said Salyer's Golden Acres Plat; thence South 00 degrees 16 minutes 14 seconds West 326.89 feet along the West line of Tract "H" and Tract "I" in said Tract 2 to a point on the Northerly line of Iroquois Street, said point also being a non tangent point on a curve; said point being North 56 degrees 39 minutes 57 seconds East 181.26 feet from the radius point of said curve; thence Northwesterly along said curve (Northerly line of Iroquois Street) 93.22 feet to the end of said curve, said point being North 27 degrees 11 minutes 56 seconds East 181.26 feet from the radius point of said curve; thence North 55 degrees 42 minutes 20 seconds West 40.31 feet along the Northerly line of Iroquois Street; thence North 62 degrees 48 minutes 04 seconds West 37.29 feet along the Northerly line of Iroquois Street to the point of beginning of a curve, said point being North 27 degrees 11 minutes 56 seconds East 88.94 feet from the radius point of said curve; thence Northwesterly along said curve (Northerly line of Iroquois Street) 31.58 feet to the point of tangency of said curve, said point being North 06 degrees 51 minutes 11 seconds East 88.94 feet from the radius point of said curve; thence North 83 degrees 08 minutes 49 seconds West 180.79 feet along the Northerly line of Iroquois Street; thence South 06 degrees 51 minutes 11 seconds West 40.00 feet to a point on the South line of Iroquois Street; thence South 83 degrees 08 minutes 49 seconds East 54.52 feet along the South line of Iroquois Street to the Northwest corner of a tract of ground recorded in Deed Record 489, page 418 in the Recorder's Office of Madison County, Indiana; thence South 01 degree 28 minutes 24 seconds West 347.79 feet to a point on the North line of Tract "L" in said Tract 2 of said Salyer's Golden Acres Plat; thence South 89 degrees 04 minutes 04 seconds West 329.10 feet along the North line of Tracts "L", "K" and "J" to the Northwest corner of said Tract "J", all in Tract 2 of said Salyer's Golden Acres Plat; thence South 00 degrees 15 minutes 56 seconds West 238.71 feet along the West line of said Tract "J" and said West line of extended South to a point in the centerline of School Street; thence South 89 degrees 04 minutes 04 seconds West 254.37 feet measured (254.58 feet plat) along said centerline of School Street to the point of beginning; being a part of the Northwest Quarter of Section 31, Township 20 North, Range 8 East, which is included in Salyer's Golden Acres, Tracts 1 and 2, a Subdivision in Richland Township, as re-recorded in Plat Book 9, page 66 in the Recorder's Office of Madison County, Indiana.

**PARCEL II: (Commonly known as: 1400 N. Broadway, Anderson ) (Dove Harbour)**

**LOTS NUMBERED 9, 10, 11, 12, 56, 57, 94, 95 AND 96, ALL IN OAKDALE ADDITION TO NORTH ANDERSON, IN THE CITY OF ANDERSON, AS RECORDED IN PLAT BOOK 5, PAGE 17, IN THE RECORDS OF MADISON COUNTY, INDIANA.**

**PARCEL III: MADISON PARK (South Anderson off Columbus Avenue)  
Commonly known as 6500 S. Columbus Avenue**

**TRACT I:**

**Commencing at a point on the East line of the West half of the Southwest Quarter of Section 31, Township 19 North, Range 8 East which is 1210.26 feet South of a stone marking the Northeast corner of the West half of the Southwest Quarter of said Section 31; continue thence South 00 degrees 02 minutes 22 seconds East 895.50 feet along the East line of the West half of the Southwest Quarter of said Section 31; thence South 89 degrees 56 minutes 38 seconds West 843.00 feet; thence North 00 degrees 36 minutes 38 seconds East 762.00 feet to the South right-of-way line of Interstate Highway 69; thence North 80 degrees 51 minutes 38 seconds East along said South right-of-way line 844.76 feet to the place of beginning.**

**Being a part of the West half of the Southwest Quarter of Section 31, Township 19 North, Range 8 East and containing 16 acres, more or less.**

**PARCEL III TRACT II:**

**Commencing at a point on the East line of the West half of the Southwest Quarter of Section 31, Township 19 North, Range 8 East which is 2105.76 feet South of a stone marking the Northeast corner of the West half of the Southwest Quarter of said Section 31; continue thence South 00 degrees 02 minutes 22 seconds East 572.21 feet to the Southeast corner of the West half of the Southwest Quarter of said Section 31; thence South 89 degrees 09 minutes 38 seconds West 1718.57 feet to the Southwest corner of the Southwest Quarter of said Section 31; thence North 00 degrees 34 minutes 08 seconds East 1216.46 feet along the West line of said Section 31 to a point on the South right-of-way line of Interstate Highway 69; thence North 80 degrees 51 minutes 38 seconds East 884.93 feet along the South line of said Interstate Highway 69; thence South 00 degrees 36 minutes 38 seconds West 762.00 feet; thence North 89 degrees 56 minutes 38 seconds East 843.00 feet to the place of beginning.**

**Being a part of the West half of the Southwest Quarter of Section 31, Township 19 North, Range 8 East and containing 36.94 acres, more or less.**

**PARCEL III TRACT III**

**Commencing at a point 660.00 feet East and 1537.67 feet South of the Northwest corner of the East half of the Southeast Quarter of Section 36, Township 19 North, Range 7 East, said point being on the South right-of-way line of Interstate Highway #69 and also on the West line of the East half of the East half of the Southeast Quarter of said Section 36; continue thence South 00 degrees 26 minutes 08 seconds West 1121.28 feet to the Southwest corner of the East half of the East half of the Southeast Quarter of said Section 36; thence North 88 degrees 38 minutes 43 seconds East 669.14 feet to the Southeast corner of the Southeast Quarter of said Section 36; thence North 00 degrees 34 minutes 08 seconds East 1216.46 feet along the East line of the Southeast Quarter of said Section 36 to a point on the South right-of-way line of Interstate Highway 69; thence South 80 degrees 51 minutes 38 seconds West 343.57 feet along said right-of-way line to a point of beginning of a curve to the left whose radius is 11359.2 feet; thence continue along the South right-of-way line along the above mentioned curve 337.35 feet to the place of beginning.**

Being a part of the East half of the Southeast Quarter of Section 36, Township 19 North, Range 7 East and containing 18.13 acres, more or less.

**PARCEL III      TRACT IV**

Beginning at the Southwest corner of the East-half of the Southwest Quarter of Section 31, Township 19 North, Range 8 East and running thence North along the West line of said East-half, a distance of 1481.5 feet to the Southerly right-of-way line of Interstate Route I-69, thence Northeasterly along said right-of-way line, a distance of 836.7 feet to the centerline of State Road No. 109, thence Southeasterly along said centerline, a distance of 1617 feet to the South line of said Section 31, thence West along said South line 1189 feet to the place of beginning.

Being a part of the East-half of the Southwest Quarter of Section 31, Township 19 North, Range 8 East, and containing 35.62 acres, more or less.

**EXCEPT: (DEED RECORD 636 PAGE 726)**

Beginning at the Northeast corner of the Northwest Quarter of Section 6, Township 19 North, Range 8 East. Also being the Southeast corner of the owners land; thence North 88 degrees 15 minutes 10 seconds West (all bearings in this description are based on the centerline of County Road 100 East per project No. I-69-1(19)25, 1960. Having an assumed bearing of South 00 degrees 06 minutes 23 seconds West) on and along the South line of said Southwest Quarter. Also being the South line of the owner's land a distance of 38.12 feet; thence North 02 degrees 52 minutes 52 seconds West a distance of 115.89 feet; thence North 77 degrees 57 minutes 30 seconds East a distance of 20.00 feet to the centerline of State Road 109; thence South 11 degrees 22 minutes 52 seconds East a distance of 123.50 feet to the point of beginning, and containing 0.079 acre, more or less, of which 0.060 acre, more or less, is presently being used as public right-of-way.

**ALSO EXCEPT: (INSTRUMENT NO. 200400451)**

Commencing at the Southwest corner of the East half of the Southwest quarter of said Section 31, said point being the Southwest corner of a tract of land described as parcel A-4 (North Anderson Church of God) described in Instrument number 200100308, records of Madison County, Indiana; thence North 00 degrees, 54 minutes, 10 seconds West (assumed bearing) 1487.26 feet along the West line of the East half of said Southwest quarter and the West line of said tract of land to the Northwest corner of said tract of land, said point being on the South limited access right-of-way line of Interstate Number 69; thence North 79 degrees, 59 minutes, 13 seconds East 94.59 feet along said limited access right-of-way line and North line of said tract of land; thence North 81 degrees, 33 minutes, 25 seconds East 197.02 feet along said limited access right-of-way line and North line of said tract of land to the POINT OF BEGINNING OF THIS DESCRIPTION; thence continue North 81 degrees, 33 minutes, 25 seconds East 544.10 feet along said limited access right-of-way line and North line of said tract of land to the Northeast corner of said tract of land, said point being in the former centerline of Columbus Avenue; thence South 13 degrees, 28 minutes, 24 seconds East 411.00 feet along the East line of said tract of land and said former centerline; thence South 76 degrees, 31 minutes, 36 seconds West 542.00 feet; thence North 13 degrees, 28 minutes, 24 seconds West 458.71 feet parallel with the East line of said tract of land and former centerline of Columbus Avenue to the point of beginning; containing 5.410 acres, more or less. Description taken from survey by Bradley A. Rayl, registered land surveyor No.S0067, dated March 6, 2002.

**PARCEL III      TRACT V**

The North half of the fractional Northwest Quarter of Section 6, Township 18 North, Range 8 East, and 25

acres off the North side of the Southeast Quarter of the Northwest Quarter and the East half of the Southwest Quarter of the Northwest Quarter of said Section 6, containing in all 91.90 acres, more or less.

**EXCEPT: (DEED RECORD 636 PAGE 288)**

Beginning at the Northeast corner of said Northwest Quarter, Also being the Northeast corner of the Owner's land, thence South 00 degrees 20 minutes 21 seconds East (all bearings in this description are based on the centerline of County Road 100 East per Project Number I-69-1(19)25, 1960, having an assumed bearing of South 00 degrees 06 minutes 23 seconds West) on and along the East line of the said Northwest Quarter being the East line of the Owner's Land, Also being the centerline of State Road 109, a distance of 931.93 feet; thence South 89 degrees 49 minutes 33 seconds West a distance of 20.00 feet; thence North 04 degrees 32 minutes 25 seconds West a distance of 180.52 feet, thence North 00 degrees 10 minutes 27 seconds West a distance of 604.21 feet; thence North 02 degrees 52 minutes 52 seconds West a distance of 149.16 feet to the North line of the said Northwest Quarter, Also being the North line of the Owner's Land, thence South 88 degrees 15 minutes 10 seconds East on and along the North line of the said Northwest Quarter, also being the North line of the Owner's Land a distance of 38.12 feet to the point of beginning, and containing 0.677 acre, more or less, of which 0.433 acre is presently being used as public right-of-way.

**PARCEL III      TRACT VI**

Commencing at a point in the centerline of Main Street Road said point being 720 feet South of the Northwest corner of the Northeast Quarter of Section 1, Township 18 North, Range 7 East, thence East parallel with the North line of said Section 1 a distance of 1330 feet to the East line of Section 1, thence South along said East line a distance of 424 feet to the South line of the Northeast Quarter of Section 1, thence West along said South line a distance of 1331 feet to the center line of Main Road, thence North 396 feet along said centerline to the place of beginning. Being a part of the Northeast Quarter of the Northeast Quarter of Section 1, Township 18 North, Range 7 East and containing 12.5 acres more or less.

**PARCEL IV: Commonly known as 2200 Madison Square**

Lot numbered 2 in Madison Square Section One, an Addition to the City of Anderson, Lafayette Township, as recorded in Plat Book 25, pages 24 thru 126, in the records of Madison County, Indiana.

Also, non-exclusive easements for ingress/egress, drainage and utility purposes for the benefit of said lot 2, pursuant to grant of easement recorded in instrument no. 9513587 in the records of Madison County, Indiana.

**Madison County**

**NOTE:** The acreage indicated in the legal description is solely for the purpose of identifying the said tract and should not be construed as insuring the quantity of land.

**COMMONLY KNOWN AS:**      2604 NORTH STATE ROAD 9, ANDERSON, IN  
1400 NORTH BROADWAY, ANDERSON, IN  
2200 MADISON SQUARE, ANDERSON, IN  
6500 SOUTH COLUMBUS, ANDERSON, IN

**NOTE:** The street address is shown for identification purposes and for convenience only. It should not be construed as insuring the accuracy of the street address as it relates to the insured premises.

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

Claim Balance on Effective Date	6,916,460.90
Forbearance & Adequate Protection Payments	(32,974.52)
Effective Date Payment	(69,349.47)
Trust Account Payment	-
Beginning Balance	<u>6,814,136.90</u>

Period Year	Monthly Payment	Interest Rate	Total Payment	Principal Paid	Interest Paid	Balance
0.50	28,050.00	2.5%	168,300.00	83,123.29	85,176.71	6,731,013.61
1.00	28,050.00	2.5%	168,300.00	84,162.33	84,137.67	6,646,851.28
1.50	28,050.00	2.5%	168,300.00	85,214.36	83,085.64	6,561,636.92
2.00	28,050.00	2.5%	168,300.00	86,279.54	82,020.46	6,475,357.38
2.50	30,250.00	2.5%	181,500.00	100,558.03	80,941.97	6,374,799.35
3.00	30,250.00	2.5%	181,500.00	101,815.01	79,684.99	6,272,984.34
3.50	30,250.00	3.5%	181,500.00	71,722.77	109,777.23	6,201,261.57
4.00	30,250.00	3.5%	181,500.00	72,977.92	108,522.08	6,128,283.65
4.50	32,450.00	4.0%	194,700.00	72,134.33	122,565.67	6,056,149.32
5.00	32,450.00	4.0%	194,700.00	73,577.01	121,122.99	5,982,572.31
5.50	32,450.00	5.0%	194,700.00	45,135.69	149,564.31	5,937,436.62
6.00	32,450.00	5.0%	194,700.00	46,264.08	148,435.92	5,891,172.54
6.50	32,450.00	5.5%	194,700.00	32,692.76	162,007.24	5,858,479.78
7.00	32,450.00	5.5%	194,700.00	33,591.81	161,108.19	5,824,887.97
7.50	34,375.00	5.5%	206,250.00	46,065.58	160,184.42	5,778,822.39
8.00	34,375.00	5.5%	206,250.00	47,332.38	158,917.62	5,731,490.01
8.50	34,375.00	5.5%	206,250.00	48,634.02	157,615.98	5,682,855.99
9.00	34,375.00	5.5%	206,250.00	49,971.46	156,278.54	5,632,884.53
9.50	34,375.00	5.5%	206,250.00	51,345.68	154,904.32	5,581,538.85
10.00	34,375.00	5.5%	206,250.00	52,757.68	153,492.32	5,528,781.17
10.50	62,500.00	5.5%	375,000.00	222,958.52	152,041.48	5,305,822.65
11.00	62,500.00	5.5%	375,000.00	229,089.88	145,910.12	5,076,732.77
11.50	62,500.00	5.5%	375,000.00	235,389.85	139,610.15	4,841,342.92
12.00	62,500.00	5.5%	375,000.00	241,863.07	133,136.93	4,599,479.85
12.50	62,500.00	5.5%	375,000.00	248,514.30	126,485.70	4,350,965.55
13.00	62,500.00	5.5%	375,000.00	255,348.45	119,651.55	4,095,617.10
13.50	62,500.00	5.5%	375,000.00	262,370.53	112,629.47	3,833,246.57
14.00	62,500.00	5.5%	375,000.00	269,585.72	105,414.28	3,563,660.85
14.50	62,500.00	5.5%	375,000.00	276,999.33	98,000.67	3,286,661.52
15.00	62,500.00	5.5%	375,000.00	284,616.81	90,383.19	3,002,044.71
15.50	62,500.00	5.5%	375,000.00	292,443.77	82,556.23	2,709,600.94
16.00	62,500.00	5.5%	375,000.00	300,485.97	74,514.03	2,409,114.97
16.50	62,500.00	5.5%	375,000.00	308,749.34	66,250.66	2,100,365.63
17.00	62,500.00	5.5%	375,000.00	317,239.95	57,760.05	1,783,125.68
17.50	62,500.00	5.5%	375,000.00	325,964.04	49,035.96	1,457,161.64
18.00	62,500.00	5.5%	375,000.00	334,928.05	40,071.95	1,122,233.59
18.50	62,500.00	5.5%	375,000.00	344,138.58	30,861.42	778,095.01
19.00	62,500.00	5.5%	375,000.00	353,602.39	21,397.61	424,492.62
19.50	62,500.00	5.5%	375,000.00	363,326.45	11,673.55	61,166.17
20.00	-	5.5%	62,848.24	61,166.17	1,682.07	-

Note: The Effective Date Payment and Trust Account Payment are estimates. In addition, the monthly payment would increase to \$62,500 prior to what is shown in this schedule if the Lender (OSK I, LLC) is fully paid prior to the end of Period Year 10 thereby accelerating the timing of the final payoff of the Series A Bonds. Also, prepayments from the potential sale of the Sale Properties held by the Borrower would further accelerate the timing of the final payoff.

## SPECIMEN BOND

## Exhibit "D" To Series A Trust Indenture


NUMBER	DOLLARS
CUSIP	MATURITY

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.


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.

ISSUED SUBJECT TO THE TERMS AND CONDITIONS LISTED ON REVERSE SIDE.

REGISTERED HOLDER	SIGNATURE OF REGISTRAR
<hr/> AUTHORIZED SIGNATURE	
<hr/> REGISTRAR/PAYING AGENT	


**Reliance**  
 TRUST COMPANY  
 P.O. BOX 720299  
 ATLANTA, GEORGIA 30358  
 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.



## SPECIMEN BOND

## Exhibit "D" To Series A Trust Indenture

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 equal 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 (and/or Deed of Trust/Mortgage) on file with the Issuer, the Trustee, and if a mortgage certificate in the public records where the Issuer is located for the respective rights of the holders, 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 indebtedness. 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 retirement of this certificate and all other certificates issued by said Trust Indenture or Deed of Trust/Mortgage, together with interest thereon. To the extent of funds deposited in the sinking fund, the Paying Agent will pay to the registered holder of simple interest certificates at the address shown on its records payments of interest as required. At maturity of a simple interest or compound (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 hereof. Any unclaimed interest or any check issued in payment of interest which is not presented for payment shall bear no 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 each 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 recorded 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 issuance 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 payments whatsoever, even in part, unless the Issuer deposits additional 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 description 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 WROS	- As Joint Tenants with Right of Survivorship and not as Tenants in Common	CUSTOD	- Custodian
or JT TEN		TRUSTE	- Trustee
		TRD	- Uniform Transfer 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 hereby certify with interest, principal, and all rights, title and interest therein, and do hereby irrevocably constitute and appoint the registrar to transfer the said certificate on the books of the within signed Issuer, with full power of substitution to the transferee and to issue a new certificate to the transferee (New Owner). Social Security Number of Transferee \_\_\_\_\_  
 If the transferee is a minor, the name and address of the parent or guardian must be provided to the registrar along with Transferee fee BEFORE the transfer can be completed. Transferee request must be received 15 calendar days prior to the latest payment date (maturity date).  
 If Joint Ownership, Both Certificate Holders Must Sign.

Signed (Registered Owner as Shown on Front)

Bank Officer

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 "MEDALLION 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. Daytime 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 income 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 at Right \_\_\_\_\_ SSN (or) \_\_\_\_\_ Date \_\_\_\_\_ 20\_\_\_\_  
 Signature of Authorized Signer for Transferee \_\_\_\_\_ TIN# \_\_\_\_\_ Date \_\_\_\_\_ 20\_\_\_\_

CPBOND 4/98

**Exhibit "E" To The Series A Trust Indenture  
MADISON PARK CHURCH OF GOD, INC.  
SCHEDULE OF FEES**

The following charges shall apply for services of Reliance Trust Company as Trustee, Paying Agent, and Bond Registrar/Transfer Agent for the restructured bond issue.

**I. SET UP**

\$10,000.00 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 FEE**

\$100.00 per month

In the event a semi-annual payment is missed, Trustee fee increases to \$1,000.00 per month.

**III. PAYING AGENT FEES**

\$450 per month

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 \$223.50, in addition to any other scheduled charges, will be assessed to the Issuer.

**IV. REGISTRAR/TRANSFER AGENT FEE**

\$146.00 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

**Exhibit "F" To The Series A Trust Indenture****SALE PROPERTY**

**PARCEL I: Commonly known as: 2604 N. Scatterfield Road, Anderson, IN**

Commencing at a point in the centerline of School Street which is 30.0 feet North and 1923.42 feet East of the Southwest corner of the Northwest Quarter of Section 31, Township 20 North, Range 8 East, said point also being the intersection of the centerline of State Road 109 as of February 22, 1973 and the centerline of School Street; thence North 29 degrees 02 minutes 00 seconds West 1196.94 feet along the centerline of said State Road 109 to a point where said centerline intersects the centerline of Rainbow Boulevard; thence North 89 degrees 42 minutes 44 seconds East 278.18 feet along the centerline of said Rainbow Boulevard to the point of beginning of a curve to the left whose radius is 702.83 feet and tangent length is 100.0 feet; thence East Northeasterly along said curve (centerline of Rainbow Boulevard) an arc distance of 198.67 feet to the point of tangency of said curve; thence North 73 degrees 31 minutes 00 seconds East 366.87 feet along said tangent (centerline of Rainbow Boulevard) to the point of beginning of a curve to the right whose radius is 702.64 feet and tangent length is 100.00 feet; thence East Northeasterly along said curve (centerline of Rainbow Boulevard) an arc distance of 198.67 feet to the point of tangency of said curve; thence North 89 degrees 43 minutes 00 seconds East 146.74 feet along said tangent (centerline of Rainbow Boulevard) to a point on the West line of Tract "D" in Tract 2 as shown on the plat of Salyer's Golden Acres, Tracts 1 and 2 a Subdivision in Richland Township as re-recorded in Plat Book 9, page 66 in the Recorder's Office of Madison County, Indiana; thence South 00 degrees 19 minutes 00 seconds East 375.00 feet to the Southwest corner of said Tract "D"; thence North 89 degrees 44 minutes 31 seconds East 300.56 feet along the South line of said Tract "D" to the Northwest corner of Tract "H" in said Tract 2 of said Salyer's Golden Acres Plat; thence South 00 degrees 16 minutes 14 seconds West 326.89 feet along the West line of Tract "H" and Tract "I" in said Tract 2 to a point on the Northerly line of Iroquois Street, said point also being a non tangent point on a curve; said point being North 56 degrees 39 minutes 57 seconds East 181.26 feet from the radius point of said curve; thence Northwesterly along said curve (Northerly line of Iroquois Street) 93.22 feet to the end of said curve, said point being North 27 degrees 11 minutes 56 seconds East 181.26 feet from the radius point of said curve; thence North 55 degrees 42 minutes 20 seconds West 40.31 feet along the Northerly line of Iroquois Street; thence North 62 degrees 48 minutes 04 seconds West 37.29 feet along the Northerly line of Iroquois Street to the point of beginning of a curve, said point being North 27 degrees 11 minutes 56 seconds East 88.94 feet from the radius point of said curve; thence Northwesterly along said curve (Northerly line of Iroquois Street) 31.58 feet to the point of tangency of said curve, said point being North 06 degrees 51 minutes 11 seconds East 88.94 feet from the radius point of said curve; thence North 83 degrees 08 minutes 49 seconds West 180.79 feet along the Northerly line of Iroquois Street; thence South 06 degrees 51 minutes 11 seconds West 40.00 feet to a point on the South line of Iroquois Street; thence South 83 degrees 08 minutes 49 seconds East 54.52 feet along the South line of Iroquois Street to the Northwest corner of a tract of ground recorded in Deed Record 489, page 418 in the Recorder's Office of Madison County, Indiana; thence South 01 degree 28 minutes 24 seconds West 347.79 feet to a point on the North line of Tract "L" in said Tract 2 of said Salyer's Golden Acres Plat; thence South 89 degrees 04 minutes 04 seconds West 329.10 feet along the North line of Tracts "L", "K" and "J" to the Northwest corner of said Tract "J", all in Tract 2 of said Salyer's Golden Acres Plat; thence South 00 degrees 15 minutes 56 seconds West 238.71 feet along the West line of said Tract "J" and said West line of extended South to a point in the centerline of School Street; thence South 89 degrees 04 minutes 04 seconds West 254.37 feet measured (254.58 feet plat) along said centerline of School Street to the point of beginning; being a part of the Northwest Quarter of Section 31, Township 20 North, Range 8 East, which is included in Salyer's Golden Acres, Tracts 1 and 2, a Subdivision in Richland Township, as re-recorded in Plat Book 9, page 66 in the Recorder's Office of Madison County, Indiana.

**PARCEL II: Commonly known as 2200 Madison Square, Anderson, IN**

**Lot numbered 2 in Madison Square Section One, an Addition to the City of Anderson, Lafayette Township, as recorded in Plat Book 25, pages 24 thru 126, in the records of Madison County, Indiana.**

**Also, non-exclusive easements for ingress/egress, drainage and utility purposes for the benefit of said lot 2, pursuant to grant of easement recorded in instrument no. 9513587 in the records of Madison County, Indiana.**

**PARCEL III: Commonly known as approximate 136 acres, Anderson, IN**

**TRACT I:**

**Commencing at a point on the East line of the West half of the Southwest Quarter of Section 31, Township 19 North, Range 8 East which is 1210.26 feet South of a stone marking the Northeast corner of the West half of the Southwest Quarter of said Section 31; continue thence South 00 degrees 02 minutes 22 seconds East 895.50 feet along the East line of the West half of the Southwest Quarter of said Section 31; thence South 89 degrees 56 minutes 38 seconds West 843.00 feet; thence North 00 degrees 36 minutes 38 seconds East 762.00 feet to the South right-of-way line of Interstate Highway 69; thence North 80 degrees 51 minutes 38 seconds East along said South right-of-way line 844.76 feet to the place of beginning.**

**Being a part of the West half of the Southwest Quarter of Section 31, Township 19 North, Range 8 East and containing 16 acres, more or less.**

**TRACT II:**

**Commencing at a point on the East line of the West half of the Southwest Quarter of Section 31, Township 19 North, Range 8 East which is 2105.76 feet South of a stone marking the Northeast corner of the West half of the Southwest Quarter of said Section 31; continue thence South 00 degrees 02 minutes 22 seconds East 572.21 feet to the Southeast corner of the West half of the Southwest Quarter of said Section 31; thence South 89 degrees 09 minutes 38 seconds West 1718.57 feet to the Southwest corner of the Southwest Quarter of said Section 31; thence North 00 degrees 34 minutes 08 seconds East 1216.46 feet along the West line of said Section 31 to a point on the South right-of-way line of Interstate Highway 69; thence North 80 degrees 51 minutes 38 seconds East 884.93 feet along the South line of said Interstate Highway 69; thence South 00 degrees 36 minutes 38 seconds West 762.00 feet; thence North 89 degrees 56 minutes 38 seconds East 843.00 feet to the place of beginning.**

**Being a part of the West half of the Southwest Quarter of Section 31, Township 19 North, Range 8 East and containing 36.94 acres, more or less.**

**TRACT III:**

**Commencing at a point 660.00 feet East and 1537.67 feet South of the Northwest corner of the East half of the Southeast Quarter of Section 36, Township 19 North, Range 7 East, said point being on the South right-of-way line of Interstate Highway #69 and also on the West line of the East half of the East half of the Southeast Quarter of said Section 36; continue thence South 00 degrees 26 minutes 08 seconds West 1121.28 feet to the Southwest corner of the East half of the East half of the Southeast Quarter of said Section 36; thence North 88 degrees 38 minutes 43 seconds East 669.14 feet to the Southeast corner of the Southeast Quarter of said Section 36; thence North 00 degrees 34 minutes 08 seconds East 1216.46 feet along the East line of the Southeast Quarter of said Section 36 to a point on the South right-of-way line of Interstate Highway 69; thence South 80 degrees 51 minutes 38 seconds West 343.57 feet along said**

right-of-way line to a point of beginning of a curve to the left whose radius is 11359.2 feet; thence continue along the South right-of-way line along the above mentioned curve 337.35 feet to the place of beginning.

Being a part of the East half of the Southeast Quarter of Section 36, Township 19 North, Range 7 East and containing 18.13 acres, more or less.

**TRACT IV:**

Beginning at the Southwest corner of the East-half of the Southwest Quarter of Section 31, Township 19 North, Range 8 East and running thence North along the West line of said East-half, a distance of 1481.5 feet to the Southerly right-of-way line of Interstate Route I-69, thence Northeasterly along said right-of-way line, a distance of 836.7 feet to the centerline of State Road No. 109, thence Southeasterly along said centerline, a distance of 1617 feet to the South line of said Section 31, thence West along said South line 1189 feet to the place of beginning.

Being a part of the East-half of the Southwest Quarter of Section 31, Township 19 North, Range 8 East, and containing 35.62 acres, more or less.

**EXCEPT: (DEED RECORD 636 PAGE 726)**

Beginning at the Northeast corner of the Northwest Quarter of Section 6, Township 19 North, Range 8 East. Also being the Southeast corner of the owners land; thence North 88 degrees 15 minutes 10 seconds West (all bearings in this description are based on the centerline of County Road 100 East per project No. I-69-1(19)25, 1960. Having an assumed bearing of South 00 degrees 06 minutes 23 seconds West) on and along the South line of said Southwest Quarter. Also being the South line of the owner's land a distance of 38.12 feet; thence North 02 degrees 52 minutes 52 seconds West a distance of 115.89 feet; thence North 77 degrees 57 minutes 30 seconds East a distance of 20.00 feet to the centerline of State Road 109; thence South 11 degrees 22 minutes 52 seconds East a distance of 123.50 feet to the point of beginning, and containing 0.079 acre, more or less, of which 0.060 acre, more or less, is presently being used as public right-of-way.

**ALSO EXCEPT: (INSTRUMENT NO. 200400451)**

Commencing at the Southwest corner of the East half of the Southwest quarter of said Section 31, said point being the Southwest corner of a tract of land described as parcel A-4 (North Anderson Church of God) described in Instrument number 200100308, records of Madison County, Indiana; thence North 00 degrees, 54 minutes, 10 seconds West (assumed bearing) 1487.26 feet along the West line of the East half of said Southwest quarter and the West line of said tract of land to the Northwest corner of said tract of land, said point being on the South limited access right-of-way line of Interstate Number 69; thence North 79 degrees, 59 minutes, 13 seconds East 94.59 feet along said limited access right-of-way line and North line of said tract of land; thence North 81 degrees, 33 minutes, 25 seconds East 197.02 feet along said limited access right-of-way line and North line of said tract of land to the POINT OF BEGINNING OF THIS DESCRIPTION; thence continue North 81 degrees, 33 minutes, 25 seconds East 544.10 feet along said limited access right-of-way line and North line of said tract of land to the Northeast corner of said tract of land, said point being in the former centerline of Columbus Avenue; thence South 13 degrees, 28 minutes, 24 seconds East 411.00 feet along the East line of said tract of land and said former centerline; thence South 76 degrees, 31 minutes, 36 seconds West 542.00 feet; thence North 13 degrees, 28 minutes, 24 seconds West 458.71 feet parallel with the East line of said tract of land and former centerline of Columbus Avenue to the point of beginning; containing 5.410 acres, more or less. Description taken from survey by Bradley A. Rayl, registered land surveyor No.S0067, dated March 6, 2002.

**TRACT V:**

The North half of the fractional Northwest Quarter of Section 6, Township 18 North, Range 8 East, and 25 acres off the North side of the Southeast Quarter of the Northwest Quarter and the East half of the Southwest Quarter of the Northwest Quarter of said Section 6, containing in all 91.90 acres, more or less.

**EXCEPT: (DEED RECORD 636 PAGE 288)**

Beginning at the Northeast corner of said Northwest Quarter, Also being the Northeast corner of the Owner's land, thence South 00 degrees 20 minutes 21 seconds East (all bearings in this description are based on the centerline of County Road 100 East per Project Number I-69-1(19)25, 1960, having an assumed bearing of South 00 degrees 06 minutes 23 seconds West) on and along the East line of the said Northwest Quarter being the East line of the Owner's Land, Also being the centerline of State Road 109, a distance of 931.93 feet; thence South 89 degrees 49 minutes 33 seconds West a distance of 20.00 feet; thence North 04 degrees 32 minutes 25 seconds West a distance of 180.52 feet, thence North 00 degrees 10 minutes 27 seconds West a distance of 604.21 feet; thence North 02 degrees 52 minutes 52 seconds West a distance of 149.16 feet to the North line of the said Northwest Quarter, Also being the North line of the Owner's Land, thence South 88 degrees 15 minutes 10 seconds East on and along the North line of the said Northwest Quarter, also being the North line of the Owner's Land a distance of 38.12 feet to the point of beginning, and containing 0.677 acre, more or less, of which 0.433 acre is presently being used as public right-of-way.

**TRACT VI:**

Commencing at a point in the centerline of Main Street Road said point being 720 feet South of the Northwest corner of the Northeast Quarter of Section 1, Township 18 North, Range 7 East, thence East parallel with the North line of said Section 1 a distance of 1330 feet to the East line of Section 1, thence South along said East line a distance of 424 feet to the South line of the Northeast Quarter of Section 1, thence West along said South line a distance of 1331 feet to the center line of Main Road, thence North 396 feet along said centerline to the place of beginning. Being a part of the Northeast Quarter of the Northeast Quarter of Section 1, Township 18 North, Range 7 East and containing 12.5 acres more or less.

**EXCEPT FROM PARCEL III:**

A PART OF LOT 1 IN MADISON PARK SECTION ONE AS RECORDED IN INSTRUMENT NUMBER 2008019600 AND A PART OF NORTH ANDERSON CHURCH OF GOD AS RECORDED IN INSTRUMENT NUMBER 200100308, RECORDS OF MADISON COUNTY, INDIANA. A PART OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 19 NORTH, RANGE 8 EAST, ANDERSON TOWNSHIP AND A PART OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 18 NORTH, RANGE 8 EAST, ADAMS TOWNSHIP, ALL IN MADISON COUNTY, INDIANA DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 18 NORTH, RANGE 8 EAST, SAID POINT ALSO BEING THE NORTHEAST CORNER OF A 0.677 ACRE TRACT OF LAND DESCRIBED IN DEED RECORD 636, PAGE 288, IN THE OFFICE OF THE RECORDER OF MADISON COUNTY, INDIANA; THE FOLLOWING FOUR (4) COURSES ARE ALONG THE BOUNDS OF SAID 0.677 ACRE TRACT; 1) THENCE SOUTH 88 DEGREES 29 MINUTES 55 SECONDS WEST 38.03 FEET ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER; 2) THENCE SOUTH 03 DEGREES 42 MINUTES 19 SECONDS EAST 147.55 FEET; 3) THENCE SOUTH 00 DEGREES 59 MINUTES 54 SECONDS EAST 45.35 FEET TO A EASTERLY CORNER OF LOT 1 IN A FINAL PLAT OF MADISON PARK SECTION ONE AS RECORDED IN INSTRUMENT 2008019600, RECORDS OF MADISON COUNTY, INDIANA, THE FOLLOWING FOUR (4) COURSES ARE ALONG THE NORTH RIGHT-OF-WAY LINE OF EAST 67TH STREET AS DEDICATED IN SAID FINAL PLAT OF MADISON PARK SECTION ONE; 1) THENCE SOUTH 89

DEGREES 00 MINUTES 06 SECOND WEST 18.39 FEET; 2) THENCE SOUTH 41 DEGREES 35 MINUTES 12 SECONDS WEST 69.09 FEET; 3) THENCE SOUTH 84 DEGREES 20 MINUTES 12 SECONDS WEST 125.74 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 805.63 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 129.52 FEET, SUBTENDED BY A CHORD BEARING SOUTH 79 DEGREES 43 MINUTES 51 SECONDS WEST 129.52 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, THE FOLLOWING TWO (2) COURSES CONTINUE ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID EAST 67TH STREET, SAID POINT ALSO BEING A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 805.63 FEET; 1) THENCE SOUTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 275.19 FEET, SUBTENDED BY A CHORD BEARING SOUTH 65 DEGREES 20 MINUTES 22 SECONDS WEST 273.85 FEET; 2) THENCE SOUTH 55 DEGREES 33 MINUTES 14 SECONDS WEST 53.55 TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 2235.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 1300.83 FEET, SUBTENDED BY A CHORD BEARING SOUTH 72 DEGREES 13 MINUTES 40 SECONDS WEST 1282.55 FEET, ALONG A PORTION OF THE NORTH RIGHT-OF-WAY LINE OF SAID EAST 67TH STREET AND THE SOUTH LINE OF SAID LOT 1; THENCE SOUTH 88 DEGREES 54 MINUTES 06 SECONDS WEST 252.78 FEET, ALONG THE SOUTH LINE OF SAID LOT 1; THENCE NORTH 00 DEGREES 15 MINUTES 10 SECONDS WEST 2035.75 FEET TO A POINT BEING 80.00 FEET, MEASURED AT RIGHT ANGLES FROM THE NORTH LINE OF SAID LOT 1; THENCE NORTH 79 DEGREES 59 MINUTES 13 SECONDS EAST 927.12 FEET ALONG A LINE PARALLEL WITH THE NORTH LINE OF SAID LOT 1 TO THE EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 19 NORTH, RANGE 8 EAST, THE FOLLOWING SIX (6) COURSES ARE ALONG THE EASTERLY AND NORTHERLY BOUNDS OF SAID LOT 1; 1) THENCE SOUTH 00 DEGREES 54 MINUTES 10 SECONDS EAST 233.23 FEET ALONG SAID EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER; 2) THENCE SOUTH 32 DEGREES 25 MINUTES 28 SECONDS EAST 185.00 FEET; 3) THENCE NORTH 76 DEGREES 31 MINUTES 36 SECONDS EAST 535.30 FEET; 4) THENCE SOUTH 01 DEGREES 45 MINUTES 41 SECONDS WEST 163.74 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST AND HAVING A RADIUS OF 175.00 FEET; 5) THENCE SOUTHERLY ALONG SAID CURVE AN ARC DISTANCE OF 47.24 FEET, SUBTENDED BY A CHORD BEARING SOUTH 05 DEGREE 58 MINUTES 18 SECONDS EAST 47.09 FEET; 6) THENCE SOUTH 13 DEGREES 42 MINUTES 16 SECONDS EAST 984.92 FEET TO A SOUTHERLY CORNER OF SAID LOT 1; THENCE SOUTH 13 DEGREES 42 MINUTES 16 SECONDS EAST 8.75 FEET; THENCE SOUTH 01 DEGREES 09 MINUTES 48 SECONDS EAST 215.58 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, CONTAINING IN ALL 70.691 ACRES, MORE OR LESS, AND SUBJECT TO ALL LEGAL RIGHTS-OF-WAY AND APPLICABLE EASEMENTS OF RECORD.

## FORM OF DEED

### Exhibit "G" To Series A Trust Indenture

## SPECIAL WARRANTY DEED

THIS INDENTURE WITNESSETH, that Madison Park Church of God, Inc., an Indiana not for profit corporation ("Grantor"), CONVEYS AND WARRANTS to \_\_\_\_\_, a \_\_\_\_\_ ("Grantee"), for the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the real estate located in Madison County, Indiana, legally described in Exhibit A, attached hereto and incorporated herein (the "Real Estate").

Subject, however, to (i) real estate taxes not delinquent; (ii) all easements, rights-of-way, rights, duties, obligations, covenants, conditions, restrictions, limitations and matters of record; (iii) all legal highways and public rights-of-way; and (iv) the provisions of all applicable zoning laws, as each of (i) through (iv) above may lawfully affect the Real Estate. The Real Estate is conveyed AS IS, WHERE IS and WITH ALL FAULTS, and Grantor makes no, and disclaims all, warranties, either expressed or implied, with respect thereto.

TO HAVE AND TO HOLD the Real Estate to Grantee and Grantee's successors and assigns forever. Except for the title exceptions and matters set forth above, Grantor shall warrant and defend title to the Real Estate to Grantee and Grantee's successors and assigns forever, against the lawful claims and demands of all persons claiming by, through, or under Grantor, but against none other.

The undersigned person executing this deed on behalf of Grantor represents and certifies that (s)he is a duly elected officer or authorized representative of Grantor and has been fully empowered by the Board of Elders of Grantor to execute and deliver this Deed; that Grantor has full corporate capacity to convey the Real Estate; and that all necessary corporate action for the making of such conveyance has been taken and done.

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed this \_\_\_\_ day of \_\_\_\_, 20\_\_.

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

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

STATE OF INDIANA     )  
                                  ) SS:  
COUNTY OF MADISON )

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_, who having been duly sworn upon his/her oath acknowledged the execution of the foregoing instrument for and on behalf of said entity.

Witness my hand and Notarial Seal this \_\_\_\_ day of \_\_\_\_, 20\_\_.

My Commission Expires: \_\_\_\_\_  
Notary Public Residing in \_\_\_\_\_ County, Indiana  
(Printed Name)

Send tax statements  
and return Deed to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law. Marlene Reich

This instrument prepared by Marlene Reich, Attorney-at-Law, Taft Stettinius & Hollister LLP, One Indiana Square, Suite 3500, Indianapolis, Indiana 46204.