

thereof becomes due, either at maturity or otherwise, or at the date fixed for the redemption thereof; or in the event that any coupon shall not be presented for payment at the due date thereof and the Borrower shall have deposited with the Trustee for the purpose or left with it if previously so deposited, moneys sufficient to pay or redeem such Bond, or to pay such coupon, the Trustee shall, upon demand of the Borrower, in case the holder of any such Bond or coupon shall not, within ten (10) years after the maturity of any such Bond or coupon, claim the amount so deposited, pay over to the Borrower, such amount, if the Borrower is not at the time in default. The Trustee shall thereupon be relieved from all responsibility to the holder thereof and in the event of such payment to the Borrower the holder of any such Bond or coupon shall be deemed to be an unsecured creditor of the Borrower for an amount equivalent to the amount deposited as above stated for the payment thereof and so paid over to the Borrower.

Section 12.10. This Indenture shall be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, TRUSTEES OF THE BAKER UNIVERSITY and KANSAS EDUCATIONAL ASSOCIATION OF THE METHODIST EPISCOPAL CHURCH have caused these presents to be signed in their names by the President of the Board of Trustees and by the President of the Board of Directors, respectively, and their corporate seals to be hereunto affixed and attested, respectively, by the Secretary of said Board of Trustees and by the Secretary of said Board of Directors, and to evidence its acceptance of the trusts hereby created, NATIONAL BANK OF TOPEKA, Topeka, Kansas, has caused these presents to be signed in its name and behalf by its President or one of its Vice Presidents and its corporate seal