

Dollars (\$1,000) shall be deposited in the 1956 Bond Fund.

ARTICLE TWELVE

Additional Provisions

Section 12.01. The word "borrower" shall mean and include Trustees of the Baker University, a corporation, and Kansas Educational Association of the Methodist Episcopal Church, a corporation. The words "Governing Boards" shall mean and include the Board of Trustees of Trustees of the Baker University, a corporation, and the Board of Directors of Kansas Educational Association of the Methodist Episcopal Church, a corporation. The word "Trustee" shall mean The First National Bank of Topeka, Topeka, Kansas, or its successors in the trust. The words "Trustee," "Bond," "Bondholder," "holder," and "coupon" shall include the plural as well as the singular number unless otherwise expressly indicated. The term "Bond" shall, where appropriate, mean Bonds, coupon Bonds, Registered Bond or Bonds, or annual installments of principal due with respect to a Registered Bond or Bonds. The word "holder" shall mean the bearer, or as to any Registered Bond, the registered owner. The word "coupons" shall mean the interest coupons attached to coupon Bonds, and, where appropriate, interest payments due on a Registered Bond or Bonds. The word "person" shall include natural persons, firms, associations and corporations. The words "trust-estate" or "mortgaged property" shall, unless otherwise expressed or indicated, mean the real and personal property, tangible and intangible, of the borrower of every kind and nature which at the time is or is intended to be subject to the lien of this Indenture. Words of the masculine gender shall also connote the feminine and neuter genders.

When used with reference to the Bonds the words "outstanding hereunder" shall mean all Bonds which have been authenticated and delivered under this Indenture except

- (a) Bonds canceled because of payment or redemption prior to the time of purchase; and

- (b) Bonds for the payment or redemption of which cash shall have theretofore been deposited with the Trustee (whether upon or prior to the maturity or redemption date of any such Bond), provided that if such Bonds are to be redeemed prior to the maturity thereof, notice of such redemption shall have been given or provision satisfactory to the Trustee shall have been made therefor or a waiver of such notice, satisfactory to the Trustee, shall have been filed with the Trustee.

Section 12.02. Any request, direction, objection or other instrument required by this Indenture to be signed and executed by the Bondholders may be in any number of concurrent writings of similar tenor and may be signed or executed by such Bondholder, in person or by agent appointed in writing. Proof of the execution of any such request, direction, objection or other instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Indenture, and shall be conclusive in favor of the Trustee with regard to any action taken by it under such request or other instrument, namely:

- (a) The fact and date of the execution by any person of any such writing may be proved by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such writing acknowledged before him the execution thereof, or by an affidavit of any witness to such execution.
- (b) The fact of the holding by any person of Bonds and/or coupons transferable by delivery and the amounts and number of such Bonds, and the date of the making of the same, may be proved by a certificate executed by any trust company, bank or bankers, wherever situated, stating that at the date thereof the