Section 12.06. From and after the execution of any such supplemental indenture the covenants and provisions contained therein shall be deemed a part of this instrument and shall bind and benefit the Borrower, the Trustee and the Bondholders as effectually as the covenants and provisions contained in this instrument at the time of its execution, and the Trustee and the Bondholders shall have the same remedies for a breach thereof as are provided in respect of a breach of the provisions and covenants now contained in this instrument.

Section 12.07. 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 it conflicts with any provision of 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 any other 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 12.08. It shall be sufficient service of any notice, request, complaint, demand or other paper on the Borrower if the same shall be duly mailed to the Borrower by registered mail addressed to Trustees of the Baker University and Kansas Educational Association of the Methodist Episcopal Church, Baldwin, Kansas, or to such address as the Borrower may from time to time file with the Trustee.

Section 12.09. In the event that any Bond issued hereunder shall not be presented for payment when the principal 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, THE FIRST 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 to be hereunto affixed and attested by its