Section 13.02. Any notice or demand provided for hereunder or which the Trustee or Trustees may wish to give or make of the Corporations, may be given or made by delivering the same to any officer of the Corporations, or by depositing the same securely enclosed in an envelope, postage prepaid, in the general post office, directed to the Corporations at their offices at Baldwin City, Kansas, or at such other place as the Corporations shall, in writing, filed with the Trustee, have directed. Any affidavit thereto made by or on behalf of the Trustee setting forth the giving of notice or making of the demand in the manner above provided shall be sufficient evidence thereof.

Section 13.03. All parties to this Indenture agree, and each holder or owner of any Bond by his acceptance thereof shall be deemed to have agreed, that any court may in its discretion require, in any suit for the enforcement of any right or remedy under this Indenture, or in any suit against the Trustees for any action taken or omitted by them as Trustees, the filing by any party litigant in such suit of an undertaking to pay the costs of such suit, and that such court may in its discretion assess reasonable costs, including reasonable attorneys' fees, against any party litigant in such suit, having due regard to the merits and good faith of the claims or defenses made by such party litigant; but the provisions of this Section shall not apply to any suit instituted by the Trustees, to any suit instituted by any Bondholder, or group of Bondholders, holding in the aggregate more than ten per centum (10%) in principal amount of the Bonds outstanding (determined as provided in Section 9.02), or to any

suit instituted by any Bondholder for the enforcement of the payment of the principal of or interest on any Bond, on or after the respective due dates expressed in such Bond.

Section 13.04. The following terms defined in this Section shall, for all purposes of this Indenture and any supplemental indentures, have the meanings herein specified unless the context otherwise requires:

(a) The term Corporations shall include and mean not only TRUSTEES OF THE BAKER UNIVERSITY and KANSAS EDUCATIONAL ASSOCIATION OF THE METHODIST EPISCOPAL CHURCH, but also their successors.

(b) The terms "Corporate Trustee" or "Trustee" shall mean and include not only CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, but also its successor and assigns; the term "Co-Trustee" shall mean and include not only E. B. STOFFT but also his successors and assigns.

(c) The term "Bond" or "Bonds" shall mean any Bond or Bonds or all of the Bonds, as the case may be, issued or to be issued under and secured by this Indenture at the time outstanding and unpaid and the word "Bond" shall include the plural as well as the singular number.

(d) The word "coupons" refers to the interest coupons attached or appertaining to the Bonds secured hereby.

(e) The terms "trust estate" or "mortgaged property" shall include all of the property hereinbefore granted or mortgaged to the Trustees hereunder, together with all of the property that may hereafter be granted, mortgaged, delivered or conveyed to the Trustees or subject to the lien of this Indenture in accordance