
MASTER TRUST INDENTURE

by and between

BRIDGEVIEW FINANCE CORPORATION

and

U.S. BANK NATIONAL ASSOCIATION, as Trustee

Dated as of December 20, 2017

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I.	DEFINITIONS AND INTERPRETATION 3
Section 1.01	Definitions. 3
Section 1.02	Rules of Construction. 12
ARTICLE II.	AUTHORIZATION AND ISSUANCE OF BONDS 13
Section 2.01	Authorization of Bonds. 13
Section 2.02	Provisions for Issuance of Bonds. 13
Section 2.03	Supplemental Indentures. 14
Section 2.04	Refunding Bonds. 15
Section 2.05	Additional Obligations. 15
Section 2.06	Residual Certificate. 16
ARTICLE III.	GENERAL TERMS AND PROVISIONS OF BONDS..... 16
Section 3.01	Place and Medium of Payment. 16
Section 3.02	Legends..... 17
Section 3.03	CUSIP Numbers. 17
Section 3.04	Execution and Authentication. 17
Section 3.05	Interchangeability of Bonds. 18
Section 3.06	Transfer and Registry. 18
Section 3.07	Transfer of Bonds. 18
Section 3.08	Regulations with Respect to Exchanges and Transfers. 18
Section 3.09	Bonds Mutilated, Destroyed, Lost or Stolen. 19
Section 3.10	Book Entry Bonds. 19
Section 3.11	Preparation of Definitive Bonds; Temporary Bonds. 21
ARTICLE IV.	REDEMPTION OF BONDS 21
Section 4.01	Authorization of Redemption..... 21
Section 4.02	Redemption at the Election of the Corporation. 21
Section 4.03	Redemption Other Than at Corporation's Election..... 22
Section 4.04	Selection of Bonds to Be Redeemed..... 22
Section 4.05	Notice of Redemption. 23
Section 4.06	Payment of Redeemed Bonds. 23
ARTICLE V.	PLEDGE OF TRUST ESTATE; FUNDS AND ACCOUNTS; SALES TAX REVENUES AND APPLICATION THEREOF 24
Section 5.01	Pledge of Trust Estate..... 24
Section 5.02	Establishment of Funds and Accounts. 25
Section 5.03	Application of Bond Proceeds..... 25
Section 5.04	Application of Money in the Proceeds Fund. 26
Section 5.05	Deposit of Sales Tax Revenues in the Securitized Sales Tax Revenue Fund. 26
Section 5.06	Application of Sales Tax Revenues. 27
Section 5.07	Debt Service Fund. 28
Section 5.08	Debt Service Reserve Fund. 28
Section 5.09	Arbitrage Rebate Fund. 30
Section 5.10	Residual Fund..... 30
Section 5.11	Application of Money in Certain Funds for Retirement of Bonds. 31

Section 5.12	Computation of Assets of Certain Funds.	31
ARTICLE VI.	SECURITY FOR DEPOSITS AND INVESTMENT OF FUNDS.....	31
Section 6.01	Investment of Funds and Accounts Held by the Trustee.....	31
Section 6.02	Liability for Investments.	33
ARTICLE VII.	PARTICULAR COVENANTS.....	33
Section 7.01	Payment of Principal and Interest.	33
Section 7.02	Extension of Payment of Bonds.....	33
Section 7.03	Powers as to Bonds and Pledge.....	33
Section 7.04	Further Assurance.....	34
Section 7.05	Corporate Existence.	34
Section 7.06	Accounts and Audits.	34
Section 7.07	Creation of Liens.	35
Section 7.08	Restricted Payments.	35
Section 7.09	Offices for Payment and Registration of Bonds.	35
Section 7.10	Amendments; Waivers.	35
Section 7.11	Budget of Corporation Expenses.	36
Section 7.12	Payment of Lawful Charges.....	36
Section 7.13	Enforcement of Rights.....	36
Section 7.14	Transfer of Residual Certificate.	37
Section 7.15	General.....	37
Section 7.16	Tax Covenant.....	37
Section 7.17	Agreement of the Village.	37
Section 7.18	Agreement of the State.	37
ARTICLE VIII.	CONCERNING THE TRUSTEE.....	38
Section 8.01	Appointment and Acceptance of Trustee.....	38
Section 8.02	Appointment and Acceptance of Paying Agents.	38
Section 8.03	Responsibilities of Trustee and Paying Agent.	38
Section 8.04	Property Held in Trust.	39
Section 8.05	Evidence on Which Trustee May Act.	39
Section 8.06	Compensation.	42
Section 8.07	Permitted Acts.	42
Section 8.08	Resignation of Trustee.....	43
Section 8.09	Removal of Trustee.	43
Section 8.10	Successor Trustee.	44
Section 8.11	Transfer of Rights and Property to Successor Trustee.....	44
Section 8.12	Merger or Consolidation of the Trustee.	45
Section 8.13	Execution of the Sale Agreement.....	45
ARTICLE IX.	SUPPLEMENTAL INDENTURES.....	45
Section 9.01	Modification without Consent.....	45
Section 9.02	Supplemental Indentures Effective with Consent of Bondholders.....	46
Section 9.03	General Provisions Relating to Supplemental Indentures.	46
ARTICLE X.	AMENDMENTS OF INDENTURE.....	47
Section 10.01	Powers of Amendment.	47
Section 10.02	Consent of Bondholders.	48
Section 10.03	Modifications by Unanimous Consent.....	48

Section 10.04	Mailing.....	49
Section 10.05	Exclusion of Bonds.	49
Section 10.06	Notation on Bonds.....	49
ARTICLE XI.	DEFAULTS AND REMEDIES	49
Section 11.01	Events of Default.....	49
Section 11.02	No Acceleration with Respect to the Bonds.	50
Section 11.03	Enforcement of Remedies; Limitations.	50
Section 11.04	Priority of Payments after Default.	51
Section 11.05	Termination of Proceedings.	52
Section 11.06	Bondholders' Direction of Proceedings.....	52
Section 11.07	Limitation of Rights of Individual Bondholders.....	53
Section 11.08	Actions by Trustee; Possession of Bonds by Trustee Not Required.	53
Section 11.09	Remedies Not Exclusive.	53
Section 11.10	Waiver and Non-Waiver of Default.	54
Section 11.11	Notice of Event of Default.	54
ARTICLE XII.	DEFEASANCE.....	54
Section 12.01	Defeasance.....	54
ARTICLE XIII.	EXECUTION OF INSTRUMENTS BY BOND HOLDERS AND PROOF OF OWNERSHIP OF BONDS	57
Section 13.01	Evidence of Signatures of Bondholders and Ownership of Bonds.	57
ARTICLE XIV.	MISCELLANEOUS	57
Section 14.01	Preservation and Inspection of Documents.....	57
Section 14.02	Money and Funds Held for Particular Bonds.	58
Section 14.03	Cancellation of Bonds.	58
Section 14.04	No Recourse under Indenture or on the Bonds.....	58
Section 14.05	Severability of Invalid Provision.....	58
Section 14.06	Parties of Interest.	58
Section 14.07	Notice to Rating Services.....	59
Section 14.08	Notices.....	59
Section 14.09	Headings.	59
Section 14.10	Governing Laws.	59
Section 14.11	Signatures and Counterparts.....	59

MASTER TRUST INDENTURE

THIS MASTER TRUST INDENTURE (the “**Master Indenture**”), dated as of December 20, 2017, by and between **BRIDGEVIEW FINANCE CORPORATION**, an Illinois not-for-profit corporation (the “*Corporation*”), and **U.S. BANK NATIONAL ASSOCIATION**, as trustee (the “*Trustee*”).

The Corporation recites and represents to the Trustee for the benefit of the Bondholders (as defined herein) that it has authorized this Master Indenture.

P R E L I M I N A R Y S T A T E M E N T

This Master Indenture provides for the following transactions:

- (a) Issuance by the Corporation of its Bonds: (i) to provide funding for any lawful purpose of the Village of Bridgeview (the “*Village*”), including but not limited to, funding for capital and infrastructure requirements of the Village, to refund any outstanding obligations of the Village and to refund outstanding bonds of the Corporation (the “*Project*”); and (ii) to make payments to the Village in consideration for the Village’s assignment of the Sales Tax Revenues (as defined herein);
- (b) Application of proceeds of such Bonds; and
- (c) The Corporation’s assignment and pledge of the trust estate created hereby to the Trustee in trust for the benefit of the Bondholders from time to time of the Corporation’s Bonds.

G R A N T I N G C L A U S E

To secure the payment of the principal and Redemption Price (as defined herein) of and interest on the Bonds and performance and observance of all of the covenants and conditions herein or therein contained, the Corporation has executed and delivered this Master Indenture and has conveyed, granted, assigned, transferred, pledged, set over and confirmed and granted a security interest in, and by these presents does hereby convey, grant, assign, transfer, pledge, set over and confirm and grant a security interest in, unto the Trustee, its successor or successors and its or their assigns forever, with power of sale, all and singular, the property, real and personal, hereinafter described (such property being herein sometimes referred to as the “*Trust Estate*”), to wit:

- (i) All right, title and interest of the Corporation in and to the Sales Tax Revenues, including, without limitation, the present and continuing right to make claim for, collect, receive and receipt for the Sales Tax Revenues, and to bring

actions and proceedings for the enforcement of the payment thereof, and the State's non-impairment pledge and agreement set forth in the Authorizing Statute and included in Section 7.18 hereof;

(ii) All right, title and interest of the Corporation in, to and under the Sale Agreement (as defined herein), including, without limitation, the present and continuing right to make claim for, collect, receive and receipt for the Sales Tax Revenues, and to bring actions and proceeding for the enforcement of the payment thereof;

(iii) Except as otherwise expressly provided herein, all of the Corporation's right, title and interest in money and securities on deposit with the Trustee in the funds and accounts created pursuant to this Master Indenture and any Supplemental Indenture; provided, however, that the priority in which such money and securities are applied to the repayment of the Bonds shall be as expressly specified herein; and

(iv) Any and all other property of every kind and nature from time to time hereafter, by delivery or by writing of any kind, conveyed, pledged, assigned or transferred to the Trustee as and for additional security hereunder by the Corporation or by any person on behalf of the Corporation, including without limitation the money and securities of the Corporation held by the Trustee as security for the Bonds;

TO HAVE AND TO HOLD, all and singular, the properties and the rights and privileges hereby conveyed, assigned and pledged by the Corporation or intended so to be, unto the Trustee and its successors and assigns forever, in trust, nevertheless, with power of sale and for the equal and *pro rata* benefit and security of each and every owner of the Bonds issued and to be issued hereunder, without preference, priority or distinction as to participation in the lien, benefit and protection hereof of one Bond over or from the others, by reason of priority in the issue or negotiation or maturity thereof, or for any other reason whatsoever, except as herein otherwise expressly provided, so that each of such Bonds shall have the same right, lien and privilege under this Master Indenture and shall be equally secured hereby with the same effect as if the same shall have been made, issued and negotiated simultaneously with the delivery hereof and were expressed to mature on one and the same date;

IN TRUST, NEVERTHELESS, that these presents are upon the express condition that if the Corporation or its successors or assigns shall well and truly pay or cause to be paid the principal of such Bonds with interest, according to the provisions set forth in the Bonds and each of them or shall provide for the payment of such Bonds by depositing or causing to be deposited with the Trustee the entire amount of funds or securities requisite for payment thereof, when and as authorized by the provisions of Section 12.01 of this Master Indenture, and shall also pay or cause

to be paid all other sums payable hereunder by the Corporation, then these presents and the estate and rights hereby granted shall cease, determine and become void, and thereupon the Trustee, on payment of its lawful charges and disbursements then unpaid, on demand of the Corporation and upon the payment of the cost and expenses thereof, shall duly execute, acknowledge and deliver to the Corporation such instruments of satisfaction or release as may be specified by the Corporation as necessary or proper to discharge this Master Indenture, including, if appropriate, any required discharge of record, and if necessary shall grant, reassign and deliver to the Corporation, its successors or assigns, all and singular the property, rights, privileges and interest by it hereby granted, conveyed and assigned, and all substitutes therefor, or any part thereof, not previously disposed of or released as herein provided; otherwise this Master Indenture shall be and remain in full force.

PROVIDED FURTHER, NEVERTHELESS, that the Trust Estate shall not include the proceeds of any Bonds held in the Village Proceeds Account or any other proceeds of the Bonds paid to or at the direction of the Village pursuant to a Direction Letter, but shall include the proceeds of the Bonds held in the Capitalized Interest Account, and such proceeds shall be free and clear of any right, title or interest therein, or claim or lien thereupon of the Trustee or the Bondholders.

IT IS HEREBY COVENANTED, DECLARED AND AGREED by and between the parties hereto that all Bonds are to be issued, authenticated and delivered, and that all Sales Tax Revenues and any other property or amounts pledged to the payment of the Bonds are to be held and applied, subject to the further covenants, conditions, releases, uses and trusts hereinafter set forth, and the Corporation, for itself and its successors, does hereby covenant and agree to and with the Trustee and its respective successors in said trust as follows:

ARTICLE I. DEFINITIONS AND INTERPRETATION

Section 1.01 Definitions. As used in this Master Indenture the following terms have the following meanings, unless a different meaning clearly appears from the context:

“Additional Bonds” means Bonds issued subsequent to the issuance of the Initial Bonds.

“Arbitrage Rebate Fund” means the fund so designated, created and established pursuant to Section 5.02 hereof.

“Authorized Officer” means: (i) in the case of the Corporation, the Chairman and the Secretary-Treasurer, and when used with reference to any act or document also means any other person authorized by a resolution or the bylaws of the Corporation to perform such act or execute such document; (ii) in the case of the Village, the Mayor and when used with reference to any act or document also means any other person authorized by a resolution to perform such act or execute such document; and (iii) in the case of the Trustee, a Vice President, or an Assistant Vice President

or any other corporate trust officer of the Trustee, and when used with reference to any act or document also means any other person authorized to perform any act or sign any document by or pursuant to a resolution of the Board of Directors of the Trustee or the bylaws of the Trustee.

“Authorizing Statute” means Public Act 100-0023, approved and effective July 6, 2017, adding Division 13, Assignment of Receipts, to Article 8, Finance, of the Illinois Municipal Code.

“Bond” or *“Secured Obligation”* means any bond of the Corporation authorized and issued pursuant to Section 2.01 hereof and to a Supplemental Indenture.

“Bondholder,” “Holder of Bonds” or *“Holder”* or any similar term, when used with reference to a Bond or Bonds, means the registered owner thereof.

“Book Entry Bond” means a Bond issued to and registered in the name of a Depository for the participants in such Depository.

“Business Day” means any day other than (i) a Saturday or a Sunday or a legal holiday or (ii) a day on which banking institutions in Chicago, Illinois or New York, New York, are required or authorized by law, regulation or executive order to be closed.

“Capitalized Interest” means interest on Bonds payable from money on deposit in the Capitalized Interest Account.

“Capitalized Interest Account” means the account within the Proceeds Fund so designated, created and established pursuant to Section 5.02 hereof.

“Code” means the Internal Revenue Code of 1986, as amended, and the applicable regulations thereunder.

“Corporate Trust Office” means the corporate trust office of the Trustee, which office is at the date of this Master Indenture, located at U.S. Bank National Association, Attn: Global Corporate Trust Services, 190 S. LaSalle Street, 10th Floor, Chicago IL 60603; or such other address as the Trustee may designate from time to time by notice to the Bondholders and the Corporation.

“Corporation” means the Bridgeview Finance Corporation, an Illinois not-for-profit corporation, and its successors and assigns.

“Corporation Expenses” means all costs, fees and expenses of the Corporation of any kind arising out of or incurred in connection with carrying out and administering its corporate purposes, powers and duties, including, without limitation: salaries; insurance premiums; fees, charges, expenses, regularly scheduled payments, indemnities and other similar charges payable to or for: (i) Providers; (ii) the Trustee; (iii) auditing, legal, financial and investment advisory and other

professional and consulting services; (iv) fiduciaries, paying agents, transfer agents and other agents; (v) printing, advertisements and publication or other distribution of notices; and (vi) any and all other fees, charges and expenses required or permitted to be incurred by the Corporation or required to be paid by the Corporation that are not payable from amounts on deposit in any fund or account established pursuant hereto.

“Costs of Issuance” means the items of expense incurred prior to, upon and during a reasonable period of time after issuance of the Bonds, in connection with the organization and initial operation of the Corporation, and authorization, sale and issuance of the Bonds, which items of expense shall include, but not be limited to, document printing and reproduction costs, filing and recording fees, costs of credit ratings, initial fees and charges of the Trustee or a Depository, legal fees and charges, professional consultants' fees, fees and charges for execution, transportation and safekeeping of Bonds, premiums, fees and charges for insurance on Bonds, commitment fees or similar charges relating to a Reserve Fund Facility, and other costs, charges and fees in connection with the foregoing.

“Costs of Issuance Account” means the account within the Proceeds Fund so designated, created and established pursuant to Section 5.02 hereof.

“Debt Service Fund” means the fund so designated, created and established pursuant to Section 5.02 hereof.

“Debt Service Reserve Deposit Requirement” means for each required withdrawal from the Debt Service Reserve Fund pursuant to Section 5.07(b) hereof, the amount required (as determined by the Corporation) to cause the amount on deposit in the Debt Service Reserve Fund to equal the Debt Service Reserve Fund Requirement assuming 12 equal monthly deposits; and for any Refunding Bonds, the amounts required (as determined by the Corporation) to be deposited therein by the Supplemental Indenture authorizing the issuance of such Refunding Bonds.

“Debt Service Reserve Fund” means the fund so designated, created and established pursuant to Section 5.02 hereof.

“Debt Service Reserve Fund Requirement” means, with respect to any Series of Bonds, the amount of money, if any, required (as determined by the Corporation) to be deposited in the Debt Service Reserve Fund as provided in the Supplemental Indenture authorizing the issuance of such Series of Bonds.

“Defeasance Security” means:

- (i) a Government Obligation, excluding obligations described in clause (iii)(a) of this definition, but including the interest component of REFCORP bonds for which the separation of principal and interest is made by request of the Federal

Reserve Bank of New York in book–entry form, that is not subject to redemption prior to maturity other than at the option of the holder thereof or that has been irrevocably called for redemption on a stated future date; any deposit account insured by the FDIC;

(ii) a Municipal Obligation: (a) that is not subject to redemption prior to maturity other than at the option of the holder thereof or as to which irrevocable instructions have been given to the trustee of such Municipal Obligation by the obligor thereof to give due notice of redemption and to call such Municipal Obligation for redemption on the date or dates specified in such instructions and such Municipal Obligation is not otherwise subject to redemption prior to such specified date other than at the option of the holder thereof; (b) the timely payment of the principal or redemption price thereof and interest thereon is fully secured by a fund consisting only of cash or obligations described in clause (i) above, which fund may be applied only to the payment of such principal of and interest and redemption premium, if any, on such Municipal Obligation on the maturity date thereof or the redemption date specified in the irrevocable instructions referred to in clause (a) above; and (c) that at the time an investment therein is made is rated in the highest rating category by at least two Rating Services without regard to qualification of such rating by symbols such as "+" or "-" or numerical notation; and

(iii) a note, bond, debenture, mortgage or other evidence of indebtedness, that, at the time acquired, is: (a) not subject to redemption prior to maturity other than at the option of the holder thereof or as to which irrevocable instructions have been given to the trustee of such obligation by the obligor thereof to give due notice of redemption and to call such obligation for redemption on the date or dates specified in such instructions and such obligation is not otherwise subject to redemption prior to such specified date other than at the option of the holder thereof; (b) issued or guaranteed by the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, the Student Loan Marketing Association, the Federal Farm Credit System or any other instrumentality of the United States of America; and (c) is rated in the highest rating category by at least two Rating Services without regard to qualification of such rating by symbols such as "+" or "-" or numerical notation;

provided, however, that such term shall not mean any interest in a unit investment trust or mutual fund.

“Depository” means The Depository Trust Company, New York, New York, a limited purpose trust company organized under the laws of the State, or its nominee, or any other person,

firm, association or corporation designated in the Supplemental Indenture authorizing a Series of Bonds to serve as securities depository for Bonds of such Series.

“Determination of Taxability” means, when used with respect to a Tax-Exempt Bond, a final determination by any court of competent jurisdiction or a final determination by the Internal Revenue Service to which the Corporation shall consent or from which no timely appeal shall have been taken, in each case to the effect that interest on such Bond is includable in the gross income of the Bondholder thereof for purposes of federal income taxation.

“Direction Letter” means one or more letters from the Village executed by an Authorized Officer sent to the Corporation with respect to the payment of bond proceeds or to the Trustee directing the payment of the money in the Village Proceeds Account.

“Electronic Means” means facsimile transmission, email transmission via PDF attachment, secure electronic commission containing applicable authorization codes, passwords and/or authentication keys issued by the Trustee, or another method or system specified by the Trustee as available for use in connection with the services hereunder.

“Eligible Investments” means (i) any investment permitted by the Public Funds Investment Act (30 ILCS 235/0.01, *et seq.*); (ii) an investment agreement or guaranteed investment agreement but only if either: (a) the same is with an entity whose senior unenhanced long-term debt obligations are rated, at the time such agreement or contract is entered into, in the highest rating category by at least two Rating Services (one of which is S&P), without regard to qualification of such rating by symbols such as "+" or "-" and numerical notation; or (b) the obligations of an entity providing such agreement or contract are guaranteed by a financial institution or corporation, a registered broker/dealer or a domestic commercial bank whose senior unenhanced long-term debt obligations are rated, at the time such agreement or contract is entered into, in the highest rating category by at least two Rating Services, without regard to qualification of such rating by symbols such as "+" or "-" and numerical notation; and (iii) repurchase agreements and forward supply agreements of not more than 25 years in length of any investment permitted by the Public Funds Investment Act.

“Event of Default” shall have the meaning defined in Section 11.01 of this Master Indenture.

“Fiscal Year” means a period of 12 consecutive months beginning January 1 of a calendar year and ending on December 31 of such calendar year.

“Fitch” means Fitch Ratings and its successors and assigns; provided, however, that references herein to Fitch shall be effective so long as Fitch is a Rating Service.

“Government Obligation” means: (i) a direct obligation of, or an obligation the timely payment of the principal of and interest on which is guaranteed by, the United States of America, the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association,

Federal Home Loan Banks or the Federal Farm Credit System; and (ii) an obligation of the United States of America which has been stripped by the United States Department of the Treasury itself or by any Federal Reserve Bank (not including “CATS,” “TIGRS” and “TRS” unless the Corporation obtains Rating Confirmation with respect thereto).

“*Home Rule Sales Tax Revenues*” means, for any period of time, all collections payable by the State of Illinois to or upon the order of the Village from those taxes imposed by the Village pursuant to its home rule powers as currently authorized by the Home Rule Municipal Retailers' Occupation Tax Act (65 ILCS 5/8-11-1), and the Home Rule Municipal Service Occupation Tax Act (65 ILCS 5/8-11-5), each as supplemented and amended, or any successor or substitute law, ordinance or other legislation subsequently enacted (which taxes are currently imposed by the Village pursuant to the Bridgeview Municipal Code), or successor or substitute taxes therefor as provided by law in the future.

“*Illinois Municipal Code*” means the Illinois Municipal Code (65 ILCS 5/1-1-1, *et seq.*) as the same may be amended from time to time.

“*Indentures*” means this Master Trust Indenture as from time to time amended or supplemented by Supplemental Indentures in accordance with the terms and provisions hereof.

“*Initial Bonds*” means the Sales Tax Securitized Bonds, Series 2017, authorized to be issued by a First Supplemental Trust Indenture.

“*Interest Payment Date*” means each June 1 and December 1.

“*KBRA*” means Kroll Bond Rating Agency Inc. and its successors and assigns; provided, however, that references herein to KBRA shall be effective so long as KBRA is a Rating Service.

“*Local Share Sales Tax Revenues*” means, for any period of time, all distributions from the Local Government Tax Fund (35 ILCS 105/6z-18, *et seq.*) payable by the State of Illinois to or upon the order of the Village from those taxes imposed pursuant to the Service Occupation Tax Act (35 ILCS 115/1, *et seq.*) and the Retailers' Occupation Tax Act (35 ILCS 120/1, *et seq.*), each as supplemented and amended, or successor or substitute taxes therefor as provided by law in the future.

“*Maximum Annual Debt Service*” means, as of any particular date of computation, an amount equal to the greatest amount required in the then current or any future Fiscal Year to pay the sum of the principal and interest on Outstanding Bonds payable during such year; provided however, that for purposes of this definition, Capitalized Interest payable during a Fiscal Year shall be excluded from such calculation.

“*Moody's*” means Moody's Investor Services and its successors and assigns; provided, however, that references to Moody's shall be effective so long as Moody's is a Rating Service.

“*Municipal Code*” means the Municipal Code of the Village of Bridgeview, as the same may be amended from time to time.

“*Municipal Obligation*” means a full faith and credit obligation of any state or territory of the United States of America, any political subdivision of any state or territory of the United States of America, or any agency, authority, public benefit corporation or instrumentality of such state, territory or political subdivision.

“*Operating Cap*” means an amount of money not to exceed \$50,000 in any Fiscal Year requested by the Corporation in order to provide for payment of the Corporation Expenses.

“*Operating Fund*” means the fund so designated, created and established pursuant to Section 5.02 hereof.

“*Outstanding,*” when used in reference to Bonds, means, as of a particular date, all such Bonds authenticated and delivered hereunder and under any applicable Supplemental Indenture except:

(i) any Bond canceled by the Trustee at or before such date;

(ii) any Bond deemed to have been paid in accordance with Section 12.01 hereof; and

(iii) any Bond paid pursuant to Section 3.09 hereof or any Bond in lieu of or in substitution for which another Bond, as applicable, shall have been authenticated and delivered pursuant to Article III, Section 4.06 or Section 10.06 hereof.

“*Paying Agent*” means, with respect to the Bonds of any Series, the Trustee and any other bank or trust company and its successor or successors, appointed pursuant to the provisions hereof or of a Supplemental Indenture or any other Indenture of the Corporation adopted prior to authentication and delivery of the Series of Bonds for which such Paying Agent or Paying Agents shall be so appointed.

“*Proceeds Fund*” means the fund so designated, created and established pursuant to Section 5.02 hereof.

“*Provider*” means the provider or issuer of a Reserve Fund Facility.

“*Provider Payments*” means the amount, certified by a Provider to the Trustee, payable to such Provider on account of amounts advanced by it under a Reserve Fund Facility, including interest on amounts advanced and fees and charges with respect thereto.

“Rating Confirmation” means the written confirmation of each Rating Service to the effect that the rating assigned, without regard to any insurance or other credit enhancement, to each of the Bonds rated by such Rating Service will remain unchanged and will not be withdrawn, suspended or reduced as a consequence of some act or occurrence.

“Rating Service” means as of any particular date of determination each of Fitch, KBRA, Moody’s and S&P, or their respective successors, that then has a rating on Outstanding Bonds assigned at the request of the Corporation, or any nationally recognized statistical rating organization identified as such by the Securities and Exchange Commission that then has a rating on Outstanding Bonds assigned at the request of the Corporation.

“Record Date” means, when used in relation to the Bonds of a Series, the date specified as the record date for such Bonds in the Supplemental Indenture authorizing such Bonds.

“Redemption Price” when used with respect to a Bond means the principal amount of such Bond plus the applicable premium, if any, payable upon redemption prior to maturity thereof pursuant hereto or to the applicable Supplemental Indenture. Redemption Price when used with respect to a Term Bond means the installments of principal payable by mandatory redemption.

“Refinanced Obligations” means all or any portion of the notes, bonds or other obligations of the Village.

“Refunding Bonds” shall mean any of the Bonds authorized by Section 2.04.

“Reserve Fund Facility” means a surety bond, insurance policy or letter of credit delivered in accordance with Section 5.07 hereof to meet all or any part of the Debt Service Reserve Fund Requirement, if any, if the same is on the date of delivery issued:

(i) in the case of a such surety bond or insurance policy, by an insurance company or association duly authorized to do business in the State and either (A) the claims paying ability of such insurance company or association is rated in the highest rating category accorded by a nationally recognized insurance rating agency selected by the Corporation or (B) obligations insured by such company or association are rated at the time such surety bond or insurance policy is delivered, without regard to qualification of such rating by symbols such as "+" or "-" or numerical notation, in the highest rating category by at least two Rating Services; or

(ii) in the case of a letter of credit, by a bank, a trust company, a national banking association, a corporation subject to registration with the Board of Governors of the Federal Reserve System under the Bank Holding Company Act of 1956 or any successor provision of law, a federal branch pursuant to the

International Banking Act of 1978 or any successor provision of law, or a domestic branch or agency of a foreign bank which branch or agency is duly licensed or authorized to do business under the laws of any state or territory of the United States of America, the unsecured or uncollateralized long-term debt obligations of which, or long-term obligations secured or supported by a letter of credit issued by such person, are rated by at least two Rating Services at the time such letter of credit is delivered, without regard to qualification of such rating by symbols such as "+" or "-" or numerical notation, at least as high as the rating on any unenhanced Outstanding Bond.

“*Residual Certificate*” means an instrument which evidences the right of the holder to be paid any Sales Tax Revenues that have been deposited in the Residual Fund.

“*Residual Fund*” means the fund so designated, created and established pursuant to Section 5.02 hereof.

“*Residual Revenues*” means all amounts deposited in the Residual Fund.

“*Sale Agreement*” means the Assignment, Purchase and Sale Agreement, dated as of December 20, 2017, by and among the Village and the Corporation.

“*Sales Tax Revenues*” means when used in connection with a Fiscal Year, collectively, the Home Rule Sales Tax Revenues and the Local Share Sales Tax Revenues payable during such Fiscal Year to the Corporation pursuant to the Sale Agreement.

“*S&P*” means S&P Global Ratings and its successors and assigns; provided, however, that references herein to S&P shall be effective so long as S&P is a Rating Service.

“*Securitized Sales Tax Revenue Fund*” means the fund so designated, created and established pursuant to Section 5.02 hereof.

“*Serial Bonds*” means the Bonds so designated in a Supplemental Indenture.

“*Series*” means all of the Bonds authenticated and delivered on original issuance and pursuant hereto and to the Supplemental Indenture authorizing such Bonds as a separate Series of Bonds, and any Bonds thereafter authenticated and delivered in lieu of or in substitution for such Bonds pursuant to Article III, Section 4.06 or Section 10.06 hereof, regardless of variations in maturity, interest rate, or other provisions.

“*State*” means the State of Illinois.

“*State Entity*” means the State Comptroller, the State Treasurer, or the Illinois Department of Revenue.

“*Supplemental Indenture*” means any Indenture of the Corporation amending or supplementing the Master Indenture or any prior Supplemental Indenture executed and becoming effective in accordance with the terms and provisions of Article IX hereof.

“*Tax-Exempt Bond*” means any Bond as to which Transaction Counsel has rendered an opinion to the effect that interest on it is excluded from gross income for purposes of federal income taxation.

“*Term Bond*” means a Bond so designated in a Supplemental Indenture and payable from mandatory redemptions of principal.

“*Transaction Counsel*” means a nationally recognized bond or bankruptcy counsel as may be selected by the Corporation for a specific purpose hereunder.

“*Trust Estate*” has the meaning given to such term in the granting clause of this Master Indenture.

“*Trustee*” means the bank or trust company appointed as Trustee for the Bonds pursuant to Section 8.01 hereof and having the duties, responsibilities and rights provided for herein, and its successor or successors and any other bank or trust company which may at any time be substituted in its place pursuant hereto.

“*Village*” means the Village of Bridgeview, a home rule municipality under Section 6 of Article VII of the Illinois Constitution of 1970.

“*Village Proceeds Account*” means the account within the Proceeds Fund so designated, created and established pursuant to Section 5.02 hereof.

Section 1.02 Rules of Construction. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, words importing the singular number shall include the plural number and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies as well as natural persons.

The terms "hereby," "hereof," "hereto," "herein," "hereunder," and any similar terms, as used in the Master Indenture, refer to the Master Indenture.

ARTICLE II. AUTHORIZATION AND ISSUANCE OF BONDS

Section 2.01 Authorization of Bonds. There are hereby authorized to be issued Bonds of the Corporation to be designated as “*Sales Tax Securitized Bonds*,” and there is hereby created a continuing pledge and lien as provided hereby to secure the payment of the principal and Redemption Price of and interest on all Outstanding Bonds. The Bonds shall be special obligations of the Corporation payable solely from the Trust Estate in the manner more particularly provided herein. The aggregate principal amount of Bonds which may be executed, authenticated and delivered is not limited except as provided hereby.

The Bonds may, if and when authorized by the Corporation pursuant hereto and to one or more Supplemental Indentures, be issued in one or more Series and the Bonds of each Series shall contain an appropriate Series designation.

The Bonds shall not constitute an indebtedness or an obligation of the Village, the State or any subdivision thereof within the purview of any constitutional or statutory limitation or provision or a charge against the general credit or taxing powers, if any, of any of them but shall be payable solely from the Sales Tax Revenues deposited with the Trustee.

Section 2.02 Provisions for Issuance of Bonds. The issuance of Bonds shall be authorized by a Supplemental Indenture. The Bonds of a Series authorized to be issued shall be executed by the Corporation and delivered to the Trustee. Such Bonds shall from time to time and in such amounts as directed by the Corporation be authenticated by the Trustee and by it delivered to or upon the order of the Corporation upon receipt of the consideration therefor and upon delivery to the Trustee of:

- (a) A copy of the Master Indenture and the Supplemental Indenture authorizing such Bonds, certified by an Authorized Officer of the Corporation;
- (b) A copy of the Sale Agreement, certified by an Authorized Officer of the Corporation that it is in effect on the date thereof and has not been amended, supplemented, modified or repealed other than in accordance with its terms;
- (c) A certificate of the Mayor of the Village approving the issuance of the Bonds, which certificate shall include a copy of the ordinance of the Mayor and Board of Trustees directing the issuance of such Bonds and approving the amount and terms of such Bonds and the purposes for which the proceeds of such Bonds will be used;
- (d) A copy of the direction of the Village to the Director of the Department of Revenue, the State Comptroller, and the State Treasurer to pay all Sales Tax Revenues to the Trustee on behalf of the Corporation, which direction shall be irrevocable so long as any of the Bonds remain Outstanding;

(e) If a Reserve Fund Facility is to be provided in connection with the issuance of the Bonds of such Series, such Reserve Fund Facility and the opinion of counsel to the Provider thereof required by Section 5.08(a)(2) hereof;

(f) A written order as to the delivery of such Bonds, signed by an Authorized Officer of the Corporation, describing the Bonds to be delivered, designating the purchaser or purchasers to whom such Bonds are to be delivered and stating the consideration for such Bonds;

(g) A certificate of an Authorized Officer of the Corporation stating the amount, if any, required to be in the Debt Service Reserve Fund after issuance of the Bonds then to be issued, and that after deposit in the Debt Service Reserve Fund of the amount, if any, to be deposited therein in connection with the issuance of such Bonds, the amount on deposit in such fund will not be less than the Debt Service Reserve Fund Requirement;

(h) A certificate of an Authorized Officer of the Corporation stating that the Corporation is not, and, as a result of the issuance of such Bonds, shall not be, in default in the performance of any of the covenants, conditions, agreements or provisions contained herein, or stating that after the issuance thereof the Corporation shall no longer be in default in the performance of any of the covenants, conditions, agreements or provisions contained herein;

(i) An opinion of Transaction Counsel as to the authority of the Corporation to enact the Authorizing Resolution and to execute and deliver the Bonds, the Bond Purchase Agreement, the Indentures, the Sale Agreement, the Residual Certificate, the Continuing Disclosure Undertaking, and all other documents related to the Bonds, and the binding effect of the same.

Section 2.03 Supplemental Indentures. Each Supplemental Indenture authorizing the issuance of a Series of Bonds shall specify the following:

(a) The authorized principal amount of such Series of Bonds;

(b) The purpose or purposes for which such Series of Bonds is being issued, which shall be limited to refunding of Bonds of the Corporation, which may include interest thereon;

(c) The date or dates, the maturity date or dates and principal amounts of each maturity of the Bonds of such Series, and which Bonds of such Series are Serial Bonds or Term Bonds, if any, and the Record Date or Record Dates of the Bonds of such Series;

(d) The interest rate or rates, if any, on the Bonds of such Series or the manner of determining such rate or rates, the date from which interest on the Bonds of such Series

shall accrue, and the first date on which interest on the Bonds of such Series shall be payable;

(e) The denomination or denominations of and the manner of numbering and lettering the Bonds of such Series;

(f) The Paying Agent or Paying Agents for such Bonds and, subject to the provisions of Section 3.01 hereof, the place or places of payment of the principal or Redemption Price of and interest on the Bonds of such Series; provided, however, that such Paying Agent or Paying Agents may be appointed in accordance with the provisions of Section 8.02 hereof prior to authentication and delivery of such Series of Bonds;

(g) The Redemption Price or Redemption Prices, if any, and, subject to Article IV hereof, the redemption terms, if any, for the Bonds of such Series;

(h) Provisions for the sale or exchange of the Bonds of such Series and for the delivery thereof;

(i) The form of the Bonds of such Series and the form of the Trustee's certificate of authentication thereon, and whether any Bonds of such Series are to be issued as Book Entry Bonds and the Depository therefor;

(j) Directions for the application of the proceeds of the Bonds of such Series;

(k) If such Bonds shall be secured by the Debt Service Reserve Fund and if so, subject to the limitations set forth herein, the Debt Service Reserve Fund Requirement therefor; and

(l) Any other provisions deemed advisable by an Authorized Officer of the Corporation, not in conflict with the provisions hereof or of any Supplemental Indenture.

Section 2.04 Refunding Bonds. Subject to the provisions of this Master Indenture, Refunding Bonds may be issued by the Corporation for the purpose of refunding any Outstanding Bonds of any Series without satisfying the provisions of Article II hereof, provided that the Corporation delivers a certificate of an Authorized Officer of the Corporation to the effect that the Corporation projects that the amount payable in any Fiscal Year for the principal and interest on all Outstanding Bonds after giving effect to the issuance of the Refunding Bonds will not be greater than the amount payable during such Fiscal Year for the principal and interest on all Outstanding Bonds immediately prior to the issuance of such Refunding Bonds.

Section 2.05 Additional Obligations. The Corporation shall not issue any Additional Bonds or obligations, whether on parity or on a subordinated basis, to the Bonds; provided, however, that the Corporation may issue Refunding Bonds as permitted herein.

Section 2.06 Residual Certificate. Subject to the provisions of this Master Indenture, all Sales Tax Revenues and the net proceeds of the Bonds of any Series shall be paid to the Trustee. At delivery of the Initial Bonds, the Residual Certificate shall be delivered to, and registered on the books of the Corporation, in the name of the designated holder of such Residual Certificate.

ARTICLE III. GENERAL TERMS AND PROVISIONS OF BONDS

Section 3.01 Place and Medium of Payment. The Bonds shall be payable, with respect to interest, principal and Redemption Price, in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts; provided, however, that the Bonds of a Series or of any maturity within a Series may be payable in any coin or currency of any other nation as may be authorized by the Supplemental Indenture authorizing the issuance of such Bonds relating to such Bonds. Except as otherwise provided in Section 4.06 hereof, upon presentation and surrender of Bonds, the principal or Redemption Price of such Bonds shall be payable at the Corporate Trust Office of the Trustee. Interest on the Bonds shall be paid by check mailed to the registered owner thereof at the address thereof as it appears on the registry books of the Corporation or if authorized by the Supplemental Indenture authorizing a Series of Bonds by wire transfer to such registered owner of the Bonds of such Series. For purposes of this Section, interest is payable to the registered owner of a Bond at the close of business on the Record Date for such Bond. All payments of principal or Redemption Price of or interest on Bonds shall specify the CUSIP number or numbers of the Bonds in connection with which such payment is made.

The Bonds of each Series shall be issued in the form of fully registered Bonds without coupons.

Bonds of each Series issued prior to the first interest payment date thereof shall be dated as of the date specified in the Supplemental Indenture authorizing the issuance thereof. Bonds of each Series issued on or subsequent to the first interest payment date thereof shall be dated as of the interest payment date immediately preceding the date of authentication thereof by the Trustee, unless such date of authentication shall be an interest payment date, in which case they shall be dated as of such date of authentication; provided, however, that if, as shown by the records of the Trustee, interest on the Bonds of any Series shall be in default, the Bonds of such Series issued in lieu of Bonds surrendered for transfer or exchange may be dated as of the date to which interest has been paid in full on the Bonds surrendered. Bonds of each Series shall bear interest from their date.

All Bonds of each Series shall mature on the dates and in the years fixed by the Supplemental Indenture authorizing the issuance of such Bonds. Interest on all Bonds that bear interest at a stated fixed rate to their respective maturity dates shall be payable on June 1 or December 1 of each year. Interest on all other Bonds shall be payable as provided in the

Supplemental Indenture authorizing the issuance of such Bonds. The first installment of interest due on the Bonds of a Series may be for such period as the Corporation shall fix in the Supplemental Indenture authorizing the issuance thereof.

Section 3.02 Legends. The Bonds may contain, or have endorsed thereon, such provisions, specifications and descriptive words not inconsistent herewith or with any Supplemental Indenture authorizing the same, as may be necessary or desirable and as may be determined by the Corporation prior to their delivery.

Section 3.03 CUSIP Numbers. The Corporation shall provide for the assignment of CUSIP numbers for such Bonds and cause such CUSIP numbers to be printed thereon, and the Trustee shall use such CUSIP numbers in notices of redemption and on all checks payable to Bondholders as a convenience to Bondholders; provided, however, that any such notice shall state that no representation is made as to the correctness of such number either as printed on such Bonds or as contained in any notice of redemption, and that an error in a CUSIP number as printed on such Bond or as contained in any notice of redemption shall not affect the validity of the proceedings for redemption. The Corporation shall promptly notify the Trustee of any change in the CUSIP numbers assigned to any Bond of which the Corporation has knowledge.

Section 3.04 Execution and Authentication. The Bonds shall be executed in the name of the Corporation by the manual or facsimile signature of the Chairman and its corporate seal (or a facsimile thereof) may be thereunto affixed, imprinted, engraved or otherwise reproduced, and attested by the manual or facsimile signature of the Secretary-Treasurer, or in such other manner as may be permitted by law. In case any one or more of the officers or employees who shall have signed or sealed any of the Bonds shall cease to be such officer or employee before the Bonds so signed and sealed shall have been actually authenticated and delivered by the Trustee, such Bonds may, nevertheless, be delivered as provided herein, and may be issued as if the persons who signed or sealed such Bonds had not ceased to hold such offices or be so employed. Any Bond may be signed and sealed on behalf of the Corporation by such persons as at the actual time of the execution of such Bond shall be duly authorized or hold the proper office in or be employed by, the Corporation, although at the date of the Bonds such persons may not have been so authorized or have held such office or employment.

The Bonds of each Series shall bear thereon a certificate of authentication, in the form set forth in the Supplemental Indenture authorizing the issuance of such Bonds, executed manually by the Trustee. Only such Bonds as shall bear thereon such certificate of authentication shall be entitled to any right or benefit hereunder and no Bond shall be valid or obligatory for any purpose until such certificate of authentication shall have been duly executed by the Trustee. Such certificate of the Trustee upon any Bond executed on behalf of the Corporation shall be conclusive evidence that the Bond so authenticated has been duly authenticated and delivered hereunder and that the Bondholder thereof is entitled to the benefits hereof.

Section 3.05 Interchangeability of Bonds. Bonds, upon surrender thereof at the Corporate Trust Office of the Trustee with a written instrument of transfer satisfactory to the Trustee, duly executed by the registered owner or his attorney duly authorized in writing, may, at the option of the registered owner thereof, be exchanged for an equal aggregate principal amount of Bonds of the same Series, maturity and tenor of any other authorized denominations.

Section 3.06 Transfer and Registry. So long as any of the Bonds shall not have matured or been called for redemption, the Corporation shall maintain and keep, or cause to be maintained and kept, at the Corporate Trust Office of the Trustee, books for the registration and transfer of Bonds; and, upon presentation thereof for such purpose at said office, the Corporation shall register or cause to be registered therein, and permit to be transferred thereon, under such reasonable regulations as it or the Trustee may prescribe, any Bond entitled to registration or transfer. So long as any of the Bonds have not matured or been called for redemption, the Corporation shall make all necessary provisions to permit the exchange of Bonds at the Corporate Trust Office of the Trustee.

Section 3.07 Transfer of Bonds. Each Bond shall be transferable only upon the books of the Corporation, which shall be kept for that purpose at the Corporate Trust Office of the Trustee, by the registered owner thereof in person or by his attorney duly authorized in writing, upon surrender thereof together with a written instrument of transfer satisfactory to the Trustee duly executed by the registered owner or his duly authorized attorney and the payment of a charge sufficient to reimburse the Corporation or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such transfer. Upon the transfer of any such Bond, the Corporation shall cause to be issued in the name of the transferee a new Bond or Bonds of the same aggregate principal amount, Series, maturity and tenor as the surrendered Bond.

The Corporation and the Trustee may deem and treat the person in whose name any Outstanding Bond shall be registered upon the books of the Corporation as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price of and, subject to the provisions of Section 3.01 hereof with respect to Record Dates, interest on such Bond and for all other purposes whatsoever, and all such payments so made to any such registered owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums paid, and neither the Corporation nor the Trustee shall be affected by any notice to the contrary. The Corporation agrees to indemnify and save the Trustee harmless from and against any and all loss, cost, charge, expense, judgment or liability incurred by it, acting in good faith and without gross negligence hereunder, in so treating such registered owner.

Section 3.08 Regulations with Respect to Exchanges and Transfers. In all cases in which the privilege of exchanging Bonds or transferring Bonds is exercised, the Corporation shall execute and the Trustee shall authenticate and deliver Bonds in accordance with the provisions hereof. All

Bonds surrendered in any such exchanges or transfers shall forthwith be canceled by the Trustee. For every such exchange or transfer of Bonds, whether temporary or definitive, the Corporation or the Trustee may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer, which sum or sums shall be paid by the person requesting such exchange or transfer as a condition precedent to the exercise of the privilege of making such exchange or transfer. Notwithstanding any other provisions hereof, the cost of preparing each new Bond upon each exchange or transfer, and any other expenses of the Corporation or the Trustee incurred in connection therewith, shall be paid by the person requesting such exchange or transfer. The Corporation shall not be obliged to make, or cause to be made, any exchange or transfer of Bonds of any Series during the period beginning on the Record Date for such Bonds immediately preceding an interest payment date on such Bonds and ending on such interest payment date, or, in the case of any proposed redemption of Bonds of such Series, after the date immediately preceding the date notice of redemption has been mailed.

Section 3.09 Bonds Mutilated, Destroyed, Lost or Stolen. In case any Bond shall become mutilated or be destroyed, lost or stolen, the Corporation in its discretion may execute, and upon its request the Trustee shall authenticate and deliver, a new Bond of like Series, maturity, tenor and principal amount as the Bond so mutilated, destroyed, lost or stolen, in exchange and substitution for the mutilated, destroyed, lost or stolen Bond, upon surrender and cancellation of such mutilated Bond or in lieu of and substitution for such Bond so destroyed, lost or stolen, upon filing with the Corporation evidence satisfactory to the Corporation and the Trustee that such Bond has been destroyed, lost or stolen and proof of ownership thereof, and upon furnishing the Corporation and the Trustee with indemnity satisfactory to them and complying with such other reasonable regulations as the Corporation and the Trustee may prescribe and paying such expenses as the Corporation and the Trustee may incur in connection therewith. All Bonds so surrendered to the Trustee shall be canceled by it and evidence of such cancellation shall be given to the Corporation. In case any Bond which has matured or is about to mature shall have become mutilated or have been destroyed, lost or stolen, the Corporation may, instead of issuing a Bond in exchange or substitution therefor, pay or authorize the payment of such mutilated Bond upon the surrender on or after the maturity date thereof, or authorize the payment of such destroyed, lost or stolen Bond, upon the Bondholder thereof filing evidence satisfactory to the Corporation and the Trustee that such Bond has been destroyed, lost or stolen and proof of ownership thereof, and upon furnishing the Corporation and the Trustee with indemnity satisfactory to them and complying with such other reasonable regulations as the Corporation and the Trustee may prescribe and paying such expenses as the Corporation and the Trustee may incur in connection therewith.

Section 3.10 Book Entry Bonds. Anything herein to the contrary notwithstanding, Bonds may be authorized and issued as Book Entry Bonds in accordance with the Supplemental Indenture authorizing such Bonds.

For all purposes of the Indentures, the Holder of a Book Entry Bond shall be the Depository therefor and neither the Corporation nor the Trustee shall have responsibility or any obligation to the beneficial owner of such Bond or to any direct or indirect participant in such Depository. Without limiting the generality of the foregoing, neither the Corporation nor the Trustee shall have any responsibility or obligation to any such participant or to the beneficial owner of a Book Entry Bond with respect to: (i) the accuracy of the records of the Depository or any participant with respect to any beneficial ownership interest in such Bond; (ii) the delivery to any participant of the Depository, the beneficial owner of such Bond or any other person, other than the Depository, of any notice with respect to such Bond, including any notice of the redemption thereof; or (iii) the payment to any participant of the Depository, the beneficial owner of such Bond or any other person, other than the Depository, of any amount with respect to the principal or Redemption Price of, or interest on, such Bond. The Corporation and the Trustee may treat the Depository therefor as the absolute owner of a Book Entry Bond for the purpose of: (i) payment of the principal or Redemption Price of and interest on such Bond; (ii) giving notices of redemption and of other matters with respect to such Bond; and (iii) registering transfers with respect to such Bond, and for all other purposes whatsoever. The Trustee shall pay all principal or Redemption Price of and interest on such Bond only to or upon the order of the Depository, and all such payments shall be valid and effective to fully satisfy and discharge the Corporation's obligations with respect to such principal or Redemption Price and interest to the extent of the sum or sums so paid. No person other than the Depository shall receive a Bond or other instrument evidencing the Corporation's obligation to make payments of the principal or Redemption Price thereof and interest thereon.

Anything herein to the contrary notwithstanding, payment of the Redemption Price of a Book Entry Bond which is redeemed in part prior to maturity may be paid to the Depository by wire transfer without surrender of such Bond to the Trustee; provided, however, that the Trustee shall maintain records as to each such payment and of the principal amount of such Bond Outstanding, which shall be binding on the Corporation and the Bondholders from time to time of such Bond; provided, further, that payment of the principal or Redemption Price of and interest on a Book Entry Bond at the maturity date or earlier date on which such Bond has been called for redemption in whole shall only be made upon presentation and surrender of such Bond to the Trustee at its Corporate Trust Office.

The Corporation, in its sole discretion and without the consent of the Trustee, the beneficial owner of a Book Entry Bond or any other person, may terminate the services of the Depository with respect to a Book Entry Bond if the Corporation determines that: (i) the Depository is unable to discharge its responsibilities with respect to such Bonds; or (ii) a continuation of the requirement that all of the Outstanding Bonds of like Series issued in book entry form be registered in the registration books of the Corporation in the name of the Depository, is not in the best interest of the beneficial owners of such Bonds, and the Corporation shall terminate the services of the Depository upon receipt by the Corporation and the Trustee of written notice from the Depository that it has received written requests that such Depository be removed from its participants having

beneficial interest, as shown in the records of the Depository, in an aggregate amount of not less than a majority in principal amount of the then Outstanding Bonds for which the Depository is serving as Depository.

Upon the termination of the services of a Depository with respect to a Book Entry Bond, or upon the resignation of a Depository with respect to a Book Entry Bond, after which no substitute securities depository willing to undertake the functions of such Depository can be found which, in the opinion of the Corporation, is able to undertake such functions upon reasonable and customary terms, such Bonds shall no longer be registered in the registration books kept by the Trustee in the name of a Depository, but shall be registered in the name or names of the Bondholders transferring or exchanging such Bonds shall designate, in accordance with the provisions of Article III hereof.

Section 3.11 Preparation of Definitive Bonds; Temporary Bonds. Until the definitive Bonds of any Series are prepared, the Corporation may execute, in the same manner as is provided in Section 3.04 hereof, and deliver, in lieu of definitive Bonds, but subject to the same provisions, limitations and conditions as the definitive Bonds, except as to the denominations thereof and as to exchangeability for registered Bonds, one or more temporary Bonds, substantially of the tenor of the definitive Bonds in lieu of which such temporary Bond or Bonds are issued, in authorized denominations or any whole multiples thereof authorized by the Corporation, and with such omissions, insertions and variations as may be appropriate to such temporary Bonds. The Corporation at its own expense shall prepare and execute and, upon the surrender at the Corporate Trust Office of the Trustee of such temporary Bonds for exchange and the cancellation of such surrendered temporary Bonds the Trustee shall authenticate and, without charge to the Bondholder thereof, deliver in exchange therefor, at the Corporate Trust Office of the Trustee, definitive Bonds of the same aggregate principal amount, Series and maturity as the temporary Bonds surrendered. Until so exchanged, the temporary Bonds shall in all respects be entitled to the same benefits and security as definitive Bonds issued pursuant hereto.

All temporary Bonds surrendered in exchange for a definitive Bond or Bonds shall be forthwith canceled by the Trustee.

ARTICLE IV. REDEMPTION OF BONDS

Section 4.01 Authorization of Redemption. Bonds subject to redemption prior to maturity pursuant hereto or to a Supplemental Indenture shall be redeemable, in accordance with this Article IV, at such times, at such Redemption Prices and upon such terms as may otherwise be specified herein or in the Supplemental Indenture authorizing such Series.

Section 4.02 Redemption at the Election of the Corporation. In the case of any redemption of Bonds other than as provided in Section 4.03 hereof, the Corporation shall give written notice

to the Trustee of its election to redeem, of the Series and of the principal amounts of the Bonds of each maturity of such Series to be redeemed. Such notice shall be given not less than 20 days prior to the redemption date or (or, if the Bonds are held by the Depository, in accordance with the rules of the Depository). The Series, maturities and principal amounts thereof to be so redeemed shall be determined by the Corporation in its sole discretion, subject to any limitations with respect thereto contained herein or in the Supplemental Indenture authorizing such Series. The Corporation shall pay to the Trustee on or prior to the redemption date an amount which, in addition to other amounts available therefor held by the Trustee, is sufficient to redeem on the redemption date at the Redemption Price thereof, together with interest accrued and unpaid thereon to the redemption date, all of the Bonds to be so redeemed.

Section 4.03 Redemption Other Than at Corporation's Election. Whenever by the terms hereof the Trustee is required to redeem Bonds through the application of mandatory redemption, the Trustee shall select the Bonds of the Series and maturities to be redeemed in the manner provided in Section 4.04 hereof, give the notice of redemption and pay out of money available therefor the Redemption Price thereof, together with interest accrued and unpaid thereon to the redemption date, to the appropriate Paying Agents in accordance with the terms of this Article IV.

Section 4.04 Selection of Bonds to Be Redeemed. Unless otherwise provided in the Supplemental Indenture authorizing the issuance of Bonds of a Series, in the event of redemption of less than all of the Outstanding Bonds of like Series, maturity and tenor, the Trustee shall assign to each Outstanding Bond of the Series, maturity and tenor to be redeemed a distinctive number for each unit of the principal amount of such Bond equal to the lowest denomination in which the Bonds of such Series are authorized to be issued and shall select by lot, using such method of selection as it shall deem proper in its discretion, from the numbers assigned to such Bonds as many numbers as, at such unit amount equal to the lowest denomination in which the Bonds of such Series are authorized to be issued for each number, shall equal the principal amount of such Bonds to be redeemed. In making such selections the Trustee may draw the Bonds by lot (i) individually or (ii) by one or more groups, the grouping for the purpose of such drawing to be by serial numbers (or, in the case of Bonds of a denomination of more than the lowest denomination in which the Bonds of such Series are authorized to be issued, by the numbers assigned thereto as in this Section 4.04 provided) which end in the same digit or in the same two digits. In case, upon any drawing by groups, the total principal amount of Bonds drawn shall exceed the amount to be redeemed, the excess may be deducted from any group or groups so drawn in such manner as the Trustee may determine. The Trustee may in its discretion assign numbers to aliquot portions of Bonds and select part of any Bond for redemption. The Bonds to be redeemed shall be the Bonds to which were assigned numbers so selected; provided, however, that only so much of the principal amount of each such Bond of a denomination of more than the lowest denomination in which the Bonds of such Series are authorized to be issued shall be redeemed as shall equal the lowest denomination in which the Bonds of such Series are authorized to be issued for each number

assigned to it and so selected. Notwithstanding the foregoing, Book Entry Bonds shall be partially redeemed in accordance with the procedures of the Depository.

Section 4.05 Notice of Redemption. Whenever Bonds are to be redeemed, the Trustee shall give notice of the redemption of the Bonds in the name of the Corporation which notice shall specify: (i) the Bonds to be redeemed which shall be identified by the designation of the Bonds given in accordance with Section 2.01 hereof, the maturity dates and interest rates of the Bonds to be redeemed and the date such Bonds were issued; (ii) the numbers and other distinguishing marks of the Bonds to be redeemed, including CUSIP numbers; (iii) the redemption date; (iv) the Redemption Price, if then known; (v) with respect to each such Bond, the principal amount thereof to be redeemed; (vi) that, except in the case of Book Entry Bonds, such Bonds will be redeemed at the Corporate Trust Office of the Trustee giving the address thereof and the telephone number of the Trustee to which inquiries may be directed; (vii) that no representation is made as to the correctness of the CUSIP number either as printed on the Bonds or as contained in such notice and that an error in a CUSIP number as printed on a Bond or as contained in such notice shall not affect the validity of the proceedings for redemption; and (viii) if the Corporation's obligation to redeem the Bonds is subject to conditions, a statement to that effect and of the conditions to such redemption. Such notice shall further state that, if on such date all conditions to redemption have been satisfied, there shall become due and payable on such date upon each Bond to be redeemed the Redemption Price thereof, together with interest accrued and unpaid thereon to the redemption date, and that, from and after such date, payment having been made or provided for, interest thereon shall cease to accrue. Such notice shall be given by mailing a copy of such notice not less than 20 days (or, if the Bonds are held by the Depository, in accordance with the rules of the Depository) nor more than 60 days prior to the redemption date. Such notice shall be sent by first class mail, postage prepaid, to the registered owners of the Bonds which are to be redeemed, at their last known addresses, if any, appearing on the registration books not more than 10 Business Days prior to the date such notice is given, but mailing such copies shall not be a condition precedent to such redemption and failure to so mail shall not affect the validity of such proceedings for the redemption of the Bonds. Upon giving such notice, the Trustee shall promptly notify the Corporation, upon request, that it has mailed or caused to be mailed such notice to the Bondholders to be redeemed in the manner provided herein. The failure of any Holder of a Bond to be redeemed to receive such notice shall not affect the validity of the proceedings for the redemption of the Bonds.

The Trustee shall, if any of the Bonds to be redeemed are Book Entry Bonds, provide notice of redemption to the Depository in accordance with the established procedures of the Depository for such Book Entry Bonds in a timely manner prior to the redemption

Section 4.06 Payment of Redeemed Bonds. Notice having been given in the manner provided in Section 4.05 hereof, the Bonds or portions thereof so called for redemption shall become due and payable on the redemption date so designated at the Redemption Price, plus interest accrued

and unpaid to the redemption date, except as otherwise provided in Section 3.10 hereof upon presentation and surrender of such Bonds, at the office or offices specified in such notice, and, in the case of Bonds presented by other than the registered owner, together with a written instrument of transfer duly executed by the registered owner or his duly authorized attorney, such Bonds, or portions thereof, shall be paid at the Redemption Price plus interest accrued and unpaid to the redemption date; provided, however, that payment of the Redemption Price may be paid by wire transfer to such registered owner if so authorized in the Supplemental Indenture that authorized the Bonds of the Series to be redeemed. If there shall be drawn for redemption less than all of the principal amount of a registered Bond, the Corporation shall execute and the Trustee shall authenticate and deliver, upon the surrender of such Bond, without charge to the owner thereof, for the unredeemed balance of the principal amount of the registered Bond so surrendered, Bonds of like Series, maturity and tenor in any of the authorized denominations. If, on the redemption date, money for the redemption of all Bonds or portions thereof of any like Series, maturity and tenor to be redeemed, together with interest accrued and unpaid thereon to the redemption date, shall be held by the Trustee and Paying Agents so as to be available therefor on such date and if notice of redemption shall have been mailed as aforesaid, then, from and after the redemption date, interest on the Bonds or portions thereof so called for redemption shall cease to accrue and such Bonds shall no longer be considered to be Outstanding hereunder. If such money shall not be so available on the redemption date, such Bonds or portions thereof shall continue to bear interest until paid at the same rate as they would have borne had they not been called for redemption.

ARTICLE V. PLEDGE OF TRUST ESTATE; FUNDS AND ACCOUNTS; SALES TAX REVENUES AND APPLICATION THEREOF

Section 5.01 Pledge of Trust Estate. The Corporation, to secure the payment of the principal and Redemption Price of and interest on the Bonds and performance and observance of all of the covenants and conditions herein or therein contained, has by the Granting Clause hereof conveyed, granted, assigned, transferred, pledged, set over and confirmed and granted a security interest in and does hereby convey, grant, assign, transfer, pledge, set over and confirm and grant a security interest in, unto the Trustee its successor or successors and its or their assigns forever, with power of sale, the Trust Estate. The Bonds shall be special obligations of the Corporation payable solely from and secured by a pledge of the Trust Estate, which pledge shall constitute a first lien thereon. The foregoing pledge shall in no event impose upon the Trustee any of the obligations of the Corporation under any agreement so pledged.

The pledge is an agreement between the Corporation and Bondholders to provide security for the Bonds, and is in addition to any statutory lien that may exist.

Section 5.02 Establishment of Funds and Accounts. (a) The following funds and separate accounts within funds are hereby established and shall be held, in trust, and maintained by the Trustee:

Proceeds Fund:
 Costs of Issuance Account; and
 Village Proceeds Account;
Securitized Sales Tax Revenue Fund;
Debt Service Fund:
 Capitalized Interest Account
Debt Service Reserve Fund;
Arbitrage Rebate Fund;
Operating Fund;
Residual Fund

(b) The Village Proceeds Account within the Proceeds Fund is hereby established and created, and shall be held by the Trustee for the benefit of the Village.

(c) The Operating Fund is hereby established and created and shall be held by the Trustee for the benefit of the Corporation.

(d) The Residual Fund is hereby established and created and shall be held by the Trustee for the benefit of the holder of the Residual Certificate.

(e) For purposes of internal accounting, each such fund may contain one or more accounts or subaccounts, as the Corporation may deem proper. All money at any time deposited in any fund, account or subaccount created and pledged hereby or by any Supplemental Indenture or required thereby to be created shall be held in trust for the benefit of the Bondholders, but shall nevertheless be disbursed, allocated and applied solely for the uses and purposes provided herein.

Section 5.03 Application of Bond Proceeds. Upon the receipt of proceeds from the sale of a Series of Bonds, the Corporation shall apply such proceeds as specified herein and in the Supplemental Indenture authorizing such Series.

Accrued interest, if any, received upon the delivery of a Series of Bonds shall be deposited in the Debt Service Fund unless all or any portion of such amount is to be otherwise applied as specified in the Supplemental Indenture authorizing such Series.

Section 5.04 Application of Money in the Proceeds Fund. (a) As soon as practicable after the delivery of each Series of Bonds, there shall be deposited into each account within the Proceeds Fund, the Debt Service Fund, and the Debt Service Reserve Fund, the amount required to be deposited therein pursuant to the Supplemental Indenture authorizing such Series. The income or interest earned on investments held for the credit of the accounts within the Proceeds Fund shall be withdrawn by the Trustee, as received, and deposited, not less than quarterly, in the Debt Service Fund unless otherwise expressly directed by an Authorized Officer of the Corporation.

(b) Money in the Village Proceeds Account of the Proceeds Fund shall be paid to or upon the direction of the Village in accordance with a Direction Letter. Except as otherwise provided in this Article V and in any applicable Supplemental Indenture money in the Costs of Issuance Account of the Proceeds Fund shall be used only to pay the Costs of Issuance of the Bonds. Such payments shall be made by the Trustee upon the written direction of an Authorized Officer of the Corporation that sets forth in reasonable detail the purpose of the payment, the amount of such payment and the name of the payee. The Trustee shall be fully protected in making any disbursements in accordance with a Direction Letter provided to it and in accordance with any written direction of an Authorized Officer as outlined herein. The Trustee has no duty or obligation to confirm that any requested disbursement constitutes a Costs of Issuance with respect to the Bonds.

(c) At any time upon written direction of the Corporation, the money remaining in the Proceeds Fund after paying or making provision in accordance with the direction of an Authorized Officer of the Corporation for the payments required to be made pursuant to paragraph (b) of this Section, including any Costs of Issuance then unpaid, shall be applied as follows and in the following order of priority:

First: To the Arbitrage Rebate Fund, the amount determined by the Corporation to be required to be deposited therein;

Second: To the Debt Service Reserve Fund, such amount as shall be necessary to make the amount on deposit in such fund equal to the Debt Service Reserve Fund Requirement, if any;

Third: Any balance remaining, upon the written direction of the Village.

Section 5.05 Deposit of Sales Tax Revenues in the Securitized Sales Tax Revenue Fund. Effective on the Closing Date, the Village shall direct the Illinois Department of Revenue, the State Comptroller, and the State Treasurer to pay all Sales Tax Revenues to the Trustee on behalf of the Corporation. All Sales Tax Revenues received by the Trustee shall be deposited on a daily

basis, if practicable, but in no event more than 2 Business Days after receipt thereof by the Trustee, into the Securitized Sales Tax Revenue Fund and such amounts shall be applied by the Trustee to fund the deposits set forth in Section 5.06 below.

Any Sales Tax Revenues received by the Village or the Corporation shall be held in trust by them for the sole benefit of the Trustee and promptly (and no event later than 2 Business Days after receipt) transferred to the Trustee for deposit in the Securitized Sales Tax Revenue Fund.

Section 5.06 Application of Sales Tax Revenues. On or before the last Business Day of each month and on such other Business Day as may be required pursuant to a Supplemental Indenture, the Trustee shall withdraw from the Securitized Sales Tax Revenue Fund and transfer and apply such amounts as follows and in the following order of priority:

First: To the Trustee towards the payments of amounts owing to the Trustee hereunder and thereafter to the Operating Fund in each Fiscal Year (i) the lesser of (a) the Operating Cap and (b) the budgeted Corporation Expenses for such Fiscal Year, less (ii) the amount on deposit in the Operating Fund as of the first day of such Fiscal Year available for the Corporation's Expenses for such Fiscal Year as calculated and directed by the Corporation;

Second: To the Debt Service Fund, an amount equal to 100% of the principal and interest payments due during the current Fiscal Year on the Bonds. Attached as Exhibit A is a debt service schedule showing the principal and interest payments on the Bonds;

Third: To reimburse, *pro rata* (as calculated and directed by the Corporation), each Provider for Provider Payments which are then unpaid, in proportion to the respective Provider Payments then unpaid to each Provider;

Fourth: To the Arbitrage Rebate Fund, the amount (as calculated and directed by the Corporation), if any, to the extent required to comply with the Code;

Fifth: To the Debt Service Reserve Fund, the amount (as calculated and directed by the Corporation), if any, necessary to make the amount on deposit in such fund equal to the Debt Service Reserve Fund Requirement, if any;

Sixth: To the Corporation, the amount (as calculated and directed by the Corporation), if any, necessary to pay Corporation Expenses specified by a certificate of an Authorized Officer of the Corporation in excess of the Operating Cap for such Fiscal Year or incurred but not paid in the preceding Fiscal Year;

Seventh: To the Residual Fund, any remaining balance.

Section 5.07 Debt Service Fund. (a) The Trustee shall pay out of the Debt Service Fund the principal and interest on the Bonds as the same is due and payable. Amounts paid to a Paying Agent for payments pursuant to this Section shall be irrevocably pledged to and applied to such payments.

(b) In the event that on the second Business Day or on any subsequent date preceding any date on which the principal or interest on the Bonds is due the amount in the Debt Service Fund is less than the amount required for payment of such principal and interest due on said date, the Trustee shall withdraw from the Debt Service Reserve Fund, and deposit to the Debt Service Fund, such amount as will increase the amount therein to an amount sufficient to make such payments.

(c) Money in the Debt Service Fund on the last day of each Fiscal Year in excess of the amount then required to be therein, including the income or interest earned on investment of money in the Debt Service Fund, shall be withdrawn and transferred to the Debt Service Reserve Fund in such amount (as calculated and directed by the Corporation), if any, as may be necessary to make the amount on deposit in such fund equal to the Debt Service Reserve Fund Requirement, and any excess remaining may, at the direction of the Corporation, either be retained therein or transferred to any other fund or account established pursuant hereto, including the Residual Fund; provided, however, that if no direction has been given by the Corporation, the excess on the last day of each Fiscal Year shall remain in the Debt Service Fund.

Section 5.08 Debt Service Reserve Fund. (a) (1) The Trustee shall deposit to the credit of the Debt Service Reserve Fund such proceeds of the sale of Bonds, if any, as shall be prescribed in the Indentures authorizing the issuance of such Series of Bonds. If at any time the amount in the Debt Service Reserve Fund is not at least equal to the Debt Service Reserve Fund Requirement, the Corporation shall have no obligation to maintain or restore the Debt Service Reserve Fund to the Debt Service Reserve Fund Requirement other than as expressly provided in the Indentures.

(2) In lieu of or in substitution for money or another Reserve Fund Facility, the Corporation may deliver or cause to be delivered to the Trustee a Reserve Fund Facility for the benefit of the Bondholders for all or any part of the Debt Service Reserve Requirement, if any; provided, however, as a condition to delivery thereof (other than upon initial issuance of the Initial Bonds) the Trustee shall also receive: (i) a Rating Confirmation; (ii) an opinion of counsel to the Provider to the effect that such Reserve Fund Facility has been duly authorized, executed and delivered by the Provider thereof and is valid, binding and enforceable in accordance with its terms; (iii) in the event such Provider is not a domestic entity, an opinion of foreign counsel to the effect that such Reserve Fund Facility has been duly authorized, executed and delivered by the Provider thereof and is valid, binding and enforceable in accordance with its terms; and (iv) in the event such Reserve Fund Facility is a letter of credit, an opinion of counsel substantially to the effect that payments under such letter of credit will not constitute voidable preferences

under Section 547 of the United States Bankruptcy Code in a case commenced by or against the Corporation.

Each such surety bond, insurance policy or letter of credit shall be payable (upon the giving of such notice as may be required thereby) on any date on which money is required to be withdrawn from the Debt Service Reserve Fund and such withdrawal cannot be made without obtaining payment under such Reserve Fund Facility.

For the purposes of this Section, in computing the amount on deposit in the Debt Service Reserve Fund, a Reserve Fund Facility shall be valued at the amount available to be paid thereunder on the date of computation.

(b) Money held for the credit of the Debt Service Reserve Fund shall be withdrawn by the Trustee and deposited to the credit of the Debt Service Fund at the times and in the amounts required to comply with the provisions of Section 5.07(b) hereof; provided, however, that no payment under a Reserve Fund Facility shall be sought unless and until money is not available in the Debt Service Reserve Fund and the amount required to be withdrawn from the Debt Service Reserve Fund pursuant to this paragraph cannot be withdrawn therefrom without obtaining payment under such Reserve Fund Facility; provided, further, that, if more than one Reserve Fund Facility is held for the credit of the Debt Service Reserve Fund at the time money is to be withdrawn therefrom, the Trustee shall obtain payment under each such Reserve Fund Facility, *pro rata*, based upon the respective amounts then available to be paid thereunder.

With respect to any demand for payment under any Reserve Fund Facility, the Trustee shall make such demand for payment in accordance with the terms of such Reserve Fund Facility at the earliest time provided therein to assure the availability of money on the date for which such money is required.

(c) The income or interest earned on investments held for the credit of the Debt Service Reserve Fund shall, at the written direction of the Corporation (which direction shall be given no more often than quarterly), be withdrawn by the Trustee and be deposited in the Arbitrage Rebate Fund, or the Debt Service Fund in accordance with such direction. If on the last day of a Fiscal Year the value of the money, investments and Reserve Fund Facilities held for the credit of the Debt Service Reserve Fund exceeds the Debt Service Reserve Fund Requirement, if any, such excess (as calculated and directed by the Corporation) shall be withdrawn by the Trustee and deposited in the Debt Service Fund.

(d) Notwithstanding the provisions hereof, if, upon a Bond having been deemed to have been paid in accordance with Section 12.01 hereof, the amount held for the credit of the Debt Service Reserve Fund will exceed the Debt Service Reserve Fund Requirement, if any, then the Trustee shall withdraw all or any portion of such excess (as calculated and directed by the Corporation) from the Debt Service Reserve Fund and either: (i) apply such amount to the payment

of the principal or Redemption Price of and interest on such Bond in accordance with the irrevocable instructions of the Corporation or to fund any reserve for the payment of the principal and or interest on the bonds, notes or other obligations, if any, issued to provide for the payment of such Bond; or (ii) pay such amount to, or upon the order of, the Corporation if, in the opinion of Transaction Counsel, such payment will not adversely affect the exclusion of interest on any Tax-Exempt Bond from gross income for federal income tax purposes; provided, however, that no such withdrawal shall be made if the amount remaining in the Debt Service Reserve Fund following such withdrawal would be less than the Debt Service Reserve Fund Requirement, if any.

Section 5.09 Arbitrage Rebate Fund. The Trustee shall deposit to the Arbitrage Rebate Fund any money delivered to it by the Corporation for deposit therein and, if specifically permitted under other Sections of this Master Indenture, shall transfer to the Arbitrage Rebate Fund, in accordance with the directions of an Authorized Officer of the Corporation, money on deposit in any other funds or accounts held by the Trustee hereunder at such times and in such amounts as shall be set forth in such directions.

Money on deposit in the Arbitrage Rebate Fund shall be applied by the Trustee in accordance with the direction of an Authorized Officer of the Corporation to make payments to the Department of the Treasury of the United States of America at such times and in such amounts as the Corporation shall determine to be required by the Code to be rebated to the Department of the Treasury of the United States of America. Money which an Authorized Officer of the Corporation determines to be in excess of the amount required to be so rebated shall be withdrawn and transferred to the Debt Service Reserve Fund in such amount, if any, as may be necessary to make the amount on deposit in such fund equal to the Debt Service Reserve Fund Requirement, if any, and any excess remaining may at the direction of the Corporation either be retained therein or transferred to any other fund or account established pursuant hereto, including the Residual Fund.

If and to the extent required by the Code, the Corporation shall periodically, at such times as may be required to comply with the Code, determine the amount required by the Code to be rebated to the Department of the Treasury of the United States of America with respect to Tax-Exempt Bonds and (i) transfer or direct the Trustee to transfer from any other of the funds and accounts held hereunder and deposit to the Arbitrage Rebate Fund, such amount as the Corporation shall have determined to be necessary in order to enable it to comply with its obligation to rebate money to the Department of the Treasury of the United States of America with respect to Tax-Exempt Bonds, and (ii) pay out of the Arbitrage Rebate Fund to the Department of the Treasury of the United States of America the amount, if any, required by the Code to be rebated thereto.

Section 5.10 Residual Fund. Amounts in the Residual Fund shall be paid to the holder of the Residual Certificate not later than two Business Days after being deposited in the Residual Fund.

Section 5.11 Application of Money in Certain Funds for Retirement of Bonds.

Notwithstanding any other provisions hereof, if at any time the amounts held in the Debt Service Fund and the Debt Service Reserve Fund are sufficient to pay the principal or Redemption Price of all Outstanding Bonds and the interest accrued and unpaid and to accrue on such Bonds to the next date of redemption when all such Bonds are redeemable, or to make provision pursuant to Section 12.01(b) hereof for the payment of the Outstanding Bonds at the maturity or redemption dates thereof, the Corporation may: (i) direct the Trustee to redeem all such Outstanding Bonds, whereupon the Trustee shall proceed to redeem or provide for the redemption of such Outstanding Bonds in the manner provided for redemption of such Bonds hereby and by each Supplemental Indenture as provided in Article IV hereof; or (ii) give the Trustee irrevocable instructions in accordance with Section 12.01(b) hereof and make provision for the payment of the Outstanding Bonds at the maturity or redemption dates thereof in accordance therewith.

Section 5.12 Computation of Assets of Certain Funds.

The Trustee shall compute the value of the assets in each fund and account established hereby on the last day of each calendar month (or if such day is not a Business Day, on the immediately preceding Business Day). In addition, the Trustee shall compute the value of the assets of the Debt Service Reserve Fund immediately prior to any withdrawal from the Debt Service Reserve Fund and on the date on which money may be required to be deposited in the Debt Service Reserve Fund pursuant to this Article V. The Trustee shall promptly notify the Corporation of the results of such computation and the amount by which the amount in the Debt Service Reserve Fund exceeds or is less than the Debt Service Reserve Fund Requirement, if any. The Village and the Corporation acknowledge and agree that the Trustee shall: (i) only be required to report the value of any assets on statements, books, and records according to the price provided by pricing services and sources relied upon by the Trustee; and (ii) not have any duty to independently value any asset or an obligation to report a value other than the price provided by pricing services and sources relied upon by Trustee.

ARTICLE VI. SECURITY FOR DEPOSITS AND INVESTMENT OF FUNDS

Section 6.01 Investment of Funds and Accounts Held by the Trustee.

(a) Money held hereunder shall, as nearly as may be practicable, be invested by the Trustee in any Eligible Investments in accordance with the direction of an Authorized Officer of the Corporation given in writing; provided that no investment of money in the Debt Service Reserve Fund shall mature more than 5 years after the date such investment is purchased or made unless such investment may be liquidated (including via put or tender) at the direction of the Corporation not later than one Business Day prior to each Interest Payment Date prior to the investment's stated maturity date for: (i) purchase at a price not less than 100% of the stated principal amount of such investment; or (ii) redemption by the issuer at a price not less than 100% of the stated principal amount thereof. Each investment shall permit the money so deposited or invested to be available for use at the times at, and in the amounts in, which the Corporation reasonably believes such money will be required for the purposes hereof. The Corporation acknowledges that money in the Debt Service

Fund can only be invested in Eligible Investments. In the absence of written investment direction, all funds shall be held by the Trustee uninvested in cash, without liability for interest.

(b) The Trustee may conclusively rely upon the Corporation's written instructions as to both the suitability and legality of the directed investments and such written direction shall be deemed to be a certification that such directed investments constitute Eligible Investments. Ratings of Permitted Investments shall be determined at the time of purchase of such Permitted Investments and without regard to Ratings subcategories. The Trustee may make any and all such investments through its own investment department or that of any affiliates or subsidiaries, and may charge its ordinary and customary fees for such trades, including investment maintenance fees. The Trustee shall be fully protected in reinvesting the earnings of any such investments in the same investments.

(c) Obligations purchased or other investments made as an investment of money in any fund or account held under the provisions hereof shall be deemed at all times to be a part of such fund or account and the income or interest earned, profits realized or losses suffered by a fund or account due to the investment thereof shall be credited or charged, as the case may be, to such fund or account.

(d) In computing the amount in any fund or account held by the Trustee under the provisions hereof, obligations purchased as an investment of money therein or held therein shall be valued at the market value thereof, inclusive of accrued interest to the date of valuation.

(e) Notwithstanding anything to the contrary herein, the Corporation, in its discretion, may, and the Trustee at the direction of an Authorized Officer of the Corporation, shall sell, present for redemption or exchange any investment held pursuant hereto and the proceeds thereof may be reinvested as provided in this Section. Except as otherwise provided herein, such investments shall be sold at the best price reasonably obtainable by it, or presented for redemption or exchange, whenever it shall be necessary in order to provide money to meet any payment or transfer from the fund or account in which such investment is held.

(f) Although the Corporation recognizes that it may obtain a broker confirmation or written statement containing comparable information at no additional cost, the Corporation hereby agrees that confirmations of investments are not required to be issued by the Trustee for each month in which a monthly statement is rendered. Unless otherwise requested by the Corporation, no statement need be rendered for any fund or account if no activity occurred in such fund or account during such month.

(g) The Trustee may elect, but shall not be obligated, to credit the funds and accounts held by it with moneys representing income or principal payments due on, or sales proceeds due in respect of, Eligible Investments in such funds and accounts, or to credit to Eligible Investments intended to be purchased with such moneys, in each case before actually receiving the requisite

moneys from the payment source, or to otherwise advance funds for account transactions. The Corporation acknowledges that the legal obligation to pay the purchase price of any Eligible Investments arises immediately at the time of the purchase. Notwithstanding anything else in this Indenture, (i) any such crediting of funds or assets shall be provisional in nature, and the Trustee shall be authorized to reverse any such transactions or advances of funds in the event that it does not receive good funds with respect thereto, and (ii) nothing in this Indenture shall constitute a waiver of any of Trustee's rights as a securities intermediary under Uniform Commercial Code §9-206.

Section 6.02 Liability for Investments. Neither the Corporation nor the Trustee shall have any liability arising out of or in connection with the making of any investment authorized by the provisions of this Article VI, in the manner provided in this Article VI, for any depreciation in value of any such investment, or for any loss, fee, tax or other charge, direct or indirect, resulting from any such investment, reinvestment or liquidation of an investment.

ARTICLE VII. PARTICULAR COVENANTS

The Corporation covenants and agrees with the Bondholders as follows:

Section 7.01 Payment of Principal and Interest. The Corporation shall pay or cause to be paid every Bond, including interest thereon, on the dates and at the places and in the manner provided in the Bonds according to the true intent and meaning thereof.

Section 7.02 Extension of Payment of Bonds. The Corporation shall not directly or indirectly extend or assent to the extension of the maturity of any of the Bonds or claims for interest by the purchase or funding of such Bonds or claims for interest or by any other arrangement and, in case the maturity of any of such Bonds or the time for payment of any such claims for interest shall be extended, such Bonds, or claims for interest shall not be entitled, in case of any default hereunder, to the benefit hereof or of any Supplemental Indenture or to any payment out of any assets of the Corporation or the funds (except funds held in trust for the payment of particular Bonds or claims for interest pursuant hereto and to any Supplemental Indenture) held by the Trustee, except subject to the prior payment of the principal of all Outstanding Bonds the maturity of which has not been extended and of such portion of the interest on such Bonds as shall not be represented by such extended claims for interest. Nothing herein shall be deemed to limit the right of the Corporation to issue Bonds or other bonds or notes to refund Outstanding Bonds and such issuance shall not be deemed to constitute an extension of the maturity of the Bonds.

Section 7.03 Powers as to Bonds and Pledge. The Corporation is duly authorized to create and issue the Bonds, to execute the Indentures and to pledge and assign the Trust Estate in the manner and to the extent provided herein and therein. The Corporation further covenants that the Trust Estate is and shall be free and clear of any pledge, lien, charge or encumbrance thereon or with

respect thereto, prior to, or of equal rank with, the pledge created hereby. The Corporation further covenants that all corporate action on the part of the Corporation to that end has been duly and validly taken. The Corporation further covenants that the Bonds and the provisions hereof and of each Supplemental Indenture are and shall be the valid and legally enforceable obligations of the Corporation in accordance with their terms and the terms hereof and of each Supplemental Indenture. The Corporation further covenants that it shall at all times, to the extent permitted by law, defend, preserve and protect the pledge of the Trust Estate and all of the rights of the Bondholders under the Master Indenture and each Supplemental Indenture against all claims and demands of all persons whomsoever.

Section 7.04 Further Assurance. The Corporation, at any and all times, shall, so far as it may be authorized by law, pass, make, do, execute, acknowledge and deliver all and every such further resolutions, acts, deeds, conveyances, assignments, transfers and assurances as may be necessary or desirable for the better assuring, conveying, granting, assigning and confirming all and singular the rights, and the pledges hereby made or intended so to be, or which the Corporation may hereafter become bound to pledge or assign.

Section 7.05 Corporate Existence. The Corporation shall maintain its existence as an Illinois not-for-profit corporation and shall not amend its certificate of incorporation in any manner that would have the effect of expanding its corporate purposes or restricting the corporate action for which the affirmative vote of an independent director is required.

The Corporation shall not engage in any dissolution, liquidation, consolidation, merger or asset sale (other than the transactions contemplated herein), without prior written notice to the Rating Services.

Section 7.06 Accounts and Audits. The Corporation shall keep proper books of records and accounts (separate from all other records and accounts), which may be kept on behalf of the Corporation by the Trustee, in which complete and correct entries shall be made of its transactions relating to each Series of Bonds, which books and accounts, at reasonable hours and subject to the reasonable rules and regulations of the Corporation, shall be subject to the inspection of the Village, the Trustee, each Provider or of any Bondholder or a representative of any of the foregoing duly authorized in writing. The Corporation shall cause such books and accounts to be audited annually after the end of its fiscal year by an independent certified public accounting firm selected by the Corporation. Annually within 30 days after receipt by the Corporation of the report of such audit, a signed copy of such report shall be furnished to the Trustee, to each Provider and to the Village. A copy of the most recently audited financial statements of the Corporation, together with a copy of the accountant's report thereon, shall, upon receipt of a written request therefor, and payment of any reasonable fee or charge made in connection therewith, be furnished to the registered owner of a Bond or any beneficial owner of a Book Entry Bond requesting the same.

Section 7.07 Creation of Liens. Except as permitted hereby, the Corporation shall not create or cause to be created any lien or charge prior, equal to, on parity with, or subordinated to that of the Series 2017 Bonds on the Trust Estate except for any Refunding Bonds.

Section 7.08 Restricted Payments. The Corporation shall not, directly or indirectly, make any payments or distributions of the Sales Tax Revenues or money in the funds and accounts established hereunder except in accordance with this Master Indenture.

Section 7.09 Offices for Payment and Registration of Bonds. The Corporation shall at all times maintain an office or agency in the State where Bonds may be presented for payment, which office or agency may be at or through the Corporate Trust Office of the Trustee. The Corporation may, pursuant to a Supplemental Indenture, designate an additional Paying Agent or Paying Agents where Bonds of the Series authorized thereby or referred to therein may be presented for payment. The Corporation shall at all times maintain an office or agency in the State where Bonds may be presented for registration, transfer or exchange and the Trustee is hereby appointed as its agent to maintain such office or agency for the registration, transfer or exchange of Bonds. The provisions of this Section shall be subject to the provisions of Section 3.01 hereof.

Section 7.10 Amendments; Waivers. (a) Except as otherwise provided herein, the Sale Agreement may not be amended, changed, modified or terminated, or any provision thereof waived, without the consent of the Holders of Outstanding Bonds as herein provided, if such amendment, change, modification, termination or waiver: (i) reduces the amount payable to the Corporation thereunder or delays the date on which amounts are payable; (ii) waives or surrenders any right of the Corporation; or (iii) modifies, diminishes, limits or conditions the rights of the Corporation thereunder, or the remedies which upon the occurrence of a default may be exercised by the Corporation thereunder.

No such amendment, change, modification, termination or waiver shall take effect unless the prior written consent of: (i) the Bondholders of at least a majority in principal amount of the Bonds then Outstanding; or (ii) in case less than all of the several Series of Bonds then Outstanding are affected by the amendment, change, modification, termination or waiver, the Bondholders of not less than a majority in principal amount of the Bonds of the Series so affected and then Outstanding; provided, however, that if such amendment, change, modification, termination or waiver will, by its terms, not take effect so long as any Bonds of any specified Series and maturity remain Outstanding, the consent of the Holders of such Bonds shall not be required and such Bonds shall not be deemed to be Outstanding for the purpose of any calculation of Outstanding Bonds under this Section.

(b) The Sale Agreement may be amended, changed or modified or any provision thereof waived in any other respect without the consent of the Holders of Outstanding Bonds if the same does not adversely affect the Bondholders in any material respect, except that no amendment, change, modification or alteration thereof to cure any ambiguity or defect or inconsistent provision

therein or to insert such provisions clarifying matters or questions arising thereunder as are necessary or shall be made unless such amendment, change, modification or waiver is not contrary to or inconsistent with the provisions thereof as theretofore in effect and unless consented to by the Trustee.

(c) No amendment, change, modification or termination of the Sale Agreement or waiver of a provision thereof shall be made other than pursuant to a written instrument signed by the parties thereto. No such amendment, change, modification or waiver shall become effective unless there has been delivered to the Trustee an opinion of Transaction Counsel to the effect that the same is not inconsistent herewith and will not adversely affect the exclusion of interest on any Tax-Exempt Bond from gross income for purposes of federal income taxation. A copy of each such amendment, change, modification, termination or waiver shall be filed with the Trustee.

(d) For the purposes of this Section, the purchasers of the Bonds of a Series, whether purchasing as underwriters, for resale or otherwise, upon such purchase from the Corporation, may consent to an amendment, change, modification, termination or waiver permitted by this Section with the same effect as a consent given by the Bondholders.

For the purposes of this Section, a Series shall be deemed to be adversely affected by an amendment, change, modification or alteration if the same adversely affects or diminishes the rights of the Bondholders of such Series in any material respect. The Trustee shall be entitled conclusively to rely upon an opinion of Transaction Counsel, with respect to whether any amendment, change, modification or alteration adversely affects the interests of any Bondholders then Outstanding in any material respect.

Section 7.11 Budget of Corporation Expenses. Annually, the Corporation shall present a budget of Corporation Expenses made or to be made for such Fiscal Year. The budget of the Corporation Expenses may be amended by the Corporation from time to time. Each such budget of the Corporation Expenses or amendment thereto shall be filed by the Corporation with the Trustee and the Village and shall be accompanied by a certificate signed by an Authorized Officer of the Corporation stating that such budget has been prepared and is filed in accordance with the provisions of this Section.

Section 7.12 Payment of Lawful Charges. The Corporation shall pay all taxes and assessments or other municipal or governmental charges, if any, lawfully levied or assessed upon the Trust Estate, when the same shall become due. Except as otherwise expressly permitted hereby, the Corporation shall not create or suffer to be created any lien or charge upon the Trust Estate, except the pledge and lien created or permitted hereby.

Section 7.13 Enforcement of Rights. The Corporation shall diligently commence and pursue any and all actions (i) to enforce its rights under the Sale Agreement, and (ii) to enforce the Village's obligations under the Sale Agreement. If the Corporation fails to enforce its rights and the Village's

obligations under the Sale Agreement, pursuant to Section 11.03 hereof, the Trustee shall have the right to enforce such rights and obligations, including the Village's non-impairment covenant pursuant to Section 6.01 of the Sale Agreement.

Section 7.14 Transfer of Residual Certificate. The Corporation shall include a restriction on the transfer of the Residual Certificate to the effect that the Residual Certificate may not be transferred by the Village to another person unless the Corporation and the Village have received an opinion of Transaction Counsel that such transfer will not adversely affect the exclusion of interest on any Tax-Exempt Bond from gross income of the Bondholder thereof for purposes of federal income taxation.

Section 7.15 General. The Corporation shall do and perform or cause to be done and performed all acts and things required to be done or performed by or on behalf of the Corporation under the provisions hereof in accordance with the terms of such provisions.

Upon the date of issuance of Bonds, all conditions, acts and things required by the statutes of the State and hereby to exist, to have happened and to have been performed precedent to and in the issuance of such Bonds, shall exist, have happened and have been performed.

Section 7.16 Tax Covenant. The Corporation covenants that it shall not take any action, or fail to take any action, that would cause the Corporation to either lose its status as an "on behalf of" issuer of municipal obligations for federal income tax purposes or cause interest on the Tax-Exempt Bonds to become includable in gross income for federal income tax purposes.

Section 7.17 Agreement of the Village. Pursuant to the Sale Agreement, the Corporation hereby includes, for the benefit of the Bondholders, that the Village shall take no action that would in any way materially adversely (i) impair the Corporation's right to receive the Sales Tax Revenues, (ii) limit or alter the rights vested in the Corporation to fulfill the terms of its agreements with the Bondholders, or (iii) impair the rights and remedies of the Bondholders or the security of the Bonds until the Bonds, together with the interest thereon and all costs and expenses in connection with any action or proceedings by or on behalf of the Bondholders, are fully paid and discharged.

The Corporation hereby acknowledges that the Village's pledge and agreement is an important security provision of the Indentures and the Bonds, and, to the fullest extent permitted by applicable federal or State law, the Corporation hereby waives any right to assert any claim to the contrary and agrees that it will neither, directly or indirectly, assert nor support any assertion or claim made by or on behalf of the State, or by any other person, to the contrary.

Section 7.18 Agreement of the State. In the Authorizing Statute, the State pledges to and agrees with the Village and the Corporation that the State will not limit or alter the rights and powers vested in any State Entity, by the Authorizing Statute with respect to the disposition of the Sales Tax Revenues so as to impair the terms of the Sale Agreement or this Master Indenture until all requirements with respect to the deposit by such State Entity of Sales Tax Revenues have been fully

paid and discharged. In addition, in the Authorizing Statute the State pledges to and agrees with the Village and the Corporation that the State will not limit or alter the basis on which the Sales Tax Revenues are derived, or the use of such Sales Tax Revenues, so as to impair the terms of the Sale Agreement or this Master Indenture.

The Corporation hereby acknowledges that the State's pledge and agreement is an important security provision of the Indentures and the Bonds, and, to the fullest extent permitted by applicable federal or State law, the Corporation hereby waives any right to assert any claim to the contrary and agrees that it will neither, directly or indirectly, assert nor support any assertion or claim made by or on behalf of the State, or by any other person, to the contrary.

ARTICLE VIII. CONCERNING THE TRUSTEE

Section 8.01 Appointment and Acceptance of Trustee. The Trustee, by its execution and delivery of this Master Indenture, does signify its acceptance of its appointment as and of the duties and obligations of Trustee and Paying Agent imposed upon it hereby.

Section 8.02 Appointment and Acceptance of Paying Agents. In addition to the Trustee, the Corporation may appoint one or more Paying Agents for the Bonds of any Series in the Supplemental Indenture authorizing such Bonds or in the manner provided herein or in such Supplemental Indenture or shall appoint such Paying Agent or Paying Agents prior to the authentication and delivery of the Bonds, and may at any time or from time to time appoint one or more other Paying Agents in the manner and subject to the conditions set forth in Section 8.13 hereof for the appointment of a successor Paying Agent. Each Paying Agent shall signify its acceptance of the duties and obligations imposed upon it hereby by written instrument of acceptance deposited with the Corporation and the Trustee.

Section 8.03 Responsibilities of Trustee and Paying Agent. The recitals of fact contained herein and in each Supplemental Indenture and in the Bonds shall be taken as the statements of the Corporation and neither the Trustee nor any Paying Agent assumes any responsibility for the correctness of the same. Neither the Trustee nor any Paying Agent makes any representations as to the validity or sufficiency hereof, of any Supplemental Indenture or of any Bonds, or in respect of the security afforded hereby or by each Supplemental Indenture, and neither the Trustee nor any Paying Agent shall incur any responsibility in respect thereof. Neither the Trustee nor any Paying Agent shall be under any responsibility or duty with respect to: (i) the issuance of the Bonds for value; (ii) the application of the proceeds thereof except to the extent that such proceeds are received by it in its capacity as Trustee or Paying Agent; (iii) the application of any money paid to the Corporation or others in accordance herewith and with each Supplemental Indenture except as to the application of any money paid to it in its capacity as Trustee or Paying Agent; (iv) the recording or re-recording, filing or re-filing of this Master Indenture or any supplement or amendment thereto; (v) the filing of financing statements (including continuation statements); (vi)

any information, statement or recital in any official statement, offering memorandum or any other disclosure material prepared or distributed with respect to the Bonds, except for any information provided by the Trustee; or (vii) compliance with any state or federal securities laws in connection with the Bonds. Neither the Trustee nor any Paying Agent shall be liable in connection with the performance of or failure to perform its duties hereunder and under each Supplemental Indenture except for its own gross negligence or willful misconduct.

Except during the occurrence and continuation of an Event of Default, the duties and obligations of the Trustee and any Paying Agent shall be determined by the express provisions hereof and of each Supplemental Indenture and neither the Trustee nor any Paying Agent shall be liable except for the performance of or failure to perform such duties and obligations as are specifically set forth herein and in each Supplemental Indenture, and no implied covenants or obligations should be read into this Master Indenture against the Trustee. If any Event of Default under this Master Indenture shall have occurred and be continuing, the Trustee shall exercise such of the rights and powers vested in it by this Master Indenture and shall use the same degree of care as a prudent person would exercise or use in the circumstances in the conduct of such prudent person's own affairs.

Section 8.04 Property Held in Trust. All money and securities conveyed to or held by the Trustee at any time pursuant to the terms hereof and of each Supplemental Indenture shall be and hereby are assigned, transferred and set over unto the Trustee in trust for the purposes and under the terms and conditions hereof and of each Supplemental Indenture.

Section 8.05 Evidence on Which Trustee May Act. The Trustee and any Paying Agent shall be protected in acting upon any notice, resolution, request, consent, order, certificate, report, opinion, bond or other paper or document reasonably believed by it in good faith to be genuine, and to have been signed or presented by the proper party or parties. The Trustee and any Paying Agent may consult with counsel of its selection, who may or may not be of counsel to the Corporation, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it in good faith and in accordance therewith.

Whenever the Trustee or any Paying Agent shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder and under any Supplemental Indenture, such matter (unless other evidence in respect thereof be specifically prescribed hereby) may be deemed to be conclusively proved and established by a certificate signed by an Authorized Officer of the Corporation. Such certificate shall be full warrant for any action taken or suffered in good faith under the provisions hereof and of the Supplemental Indenture upon the faith thereof, but in its discretion the Trustee or any Paying Agent may in lieu thereof accept other evidence of such fact or matter or may require such further or additional evidence as it may deem reasonable. Except as otherwise expressly provided herein and in each Supplemental Indenture, any request, order, notice or other direction required or permitted to be

furnished pursuant to any provision hereof and of any Supplemental Indenture by the Corporation to the Trustee or any Paying Agent shall be sufficiently executed if executed in the name of the Corporation by an Authorized Officer.

The Trustee shall not be deemed to have notice of any Event of Default hereunder unless an Authorized Officer of the Trustee has actual knowledge thereof or unless written notice of any event which is in fact such an Event of Default is received by the Trustee at its Corporate Trust Office and such notice references the Bonds and this Master Indenture.

The Trustee may request that the Corporation deliver a certificate of an Authorized Officer of the Corporation setting forth the names of individuals and their respective titles of officers authorized at such time to take specified actions pursuant to this Master Indenture, which certificate may be signed by any person authorized to sign an officer's certificate, including any person specified as so authorized in any such certificate previously delivered and not superseded.

Neither the Trustee nor any paying agent shall be under any liability for interest on any moneys received hereunder except as may be otherwise agreed upon.

Notwithstanding the effective date of this Master Indenture or anything to the contrary in this Master Indenture, the Trustee shall have no liability or responsibility for any act or event relating to this Master Indenture which occurs prior to the date the Trustee formally executes this Master Indenture and commences acting as Trustee hereunder.

The Trustee shall have no responsibility with respect to any information, statement or recital in any official statement, offering memorandum or any other disclosure material prepared or distributed with respect to the Bonds, except for any information provided by the Trustee, and shall have no responsibility for compliance with any state or federal securities laws in connection with the Bonds.

The Trustee may execute any of the trusts or powers hereof and perform any of its duties by or if appointed through attorneys, agents, receivers or employees but shall not be answerable for the conduct of the same if appointed with due care, and shall be entitled to the opinion and advice of counsel concerning all matters of trusts hereof and the duties hereunder, and may in all cases pay (at the expense of the Corporation) such reasonable compensation to all such attorneys, agents, receivers and employees as may reasonably be employed in connection with the trusts hereof. The Trustee may conclusively rely upon a certificate furnished by a Provider as to amount of Provider Payments owing under the applicable Reserve Fund Facility.

The permissive right of the Trustee to do things enumerated in this Master Indenture shall not be construed as a duty and the Trustee shall not be answerable for other than its gross negligence or willful misconduct.

The Trustee shall be under no responsibility to approve or evaluate any expert or other skilled person selected by the Corporation for any of the purposes expressed in this Master Indenture.

The Trustee has no duty or obligation to review the documentation provided to it under Sections 7.06 and 7.11 hereof and the sole responsibility of the Trustee with respect to such documentation is to hold such information as a repository on behalf of Bondholders and if requested by a Bondholder is authorized to provide such information to all Bondholders. Delivery of such information and reports shall not constitute constructive notice of any information contained therein or determinable from information contained therein, including the Corporation's compliance with any of its covenants hereunder (as to which the Trustee is entitled to rely conclusively on a certificate of an Authorized Officer).

Notwithstanding the effective date of this Master Indenture or anything to the contrary in this Master Indenture, the Trustee shall have no liability or responsibility for any act or event relating to this Master Indenture which occurs prior to the date the Trustee formally executes this Master Indenture and commences acting as Trustee hereunder.

The Trustee shall have the right to accept and act upon instructions, including funds transfer instructions (“*Instructions*”) given pursuant to this Master Indenture and delivered using Electronic Means; provided, however, that the Corporation shall provide to the Trustee an incumbency certificate listing officers with the authority to provide such Instructions and containing specimen signatures of such officers, which incumbency certificate shall be amended by the Corporation whenever a person is to be added or deleted from the listing. If the Corporation elects to give the Trustee Instructions using Electronic Means and the Trustee in its discretion elects to act upon such Instructions, the Trustee’s understanding of such Instructions shall be deemed controlling. The Corporation understands and agrees that the Trustee cannot determine the identity of the actual sender of such Instructions and that the Trustee shall conclusively presume that directions that purport to have been sent by an authorized officer listed on the incumbency certificate provided to the Trustee have been sent by such authorized officer. The Corporation shall be responsible for ensuring that only authorized officers transmit such Instructions to the Trustee and that the Corporation and all authorized officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the Corporation. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee’s reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The Corporation agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Trustee and that there may be more secure methods of transmitting

Instructions than the method(s) selected by the Corporation; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Trustee immediately upon learning of any compromise or unauthorized use of the security procedures.

Section 8.06 Compensation. Unless otherwise provided, the Corporation shall pay to the Trustee and to each Paying Agent, from time to time, such compensation as shall be agreed in writing for all services rendered by it hereunder and under the applicable Supplemental Indenture, and also all reasonable expenses, charges, counsel fees and expenses and other disbursements, including those of their attorneys, agents and employees, incurred in and about the performance of their powers and duties hereunder and under the applicable Supplemental Indenture and the Trustee and each Paying Agent shall have a lien therefor on any and all funds at any time held by it hereunder and under the applicable Supplemental Indenture (other than the Residual Fund and the Arbitrage Rebate Fund) prior to any of the Bonds for which such services have been rendered. The Corporation shall indemnify and save the Trustee and each Paying Agent harmless against any liabilities, damages, claims, and expenses (including attorneys' fees and expenses) which it may incur in the acceptance, exercise and performance of its powers and duties hereunder and under the applicable Supplemental Indenture and whether any such claims involve the Corporation, Village, Bondholders or any other person and including expenses incurred in the enforcement of this indemnity, and which are not due to its gross negligence or willful misconduct. None of the provisions contained herein or in any Supplemental Indenture shall require the Trustee to expend or risk its own funds or otherwise incur financial liability in the performance of any of its duties or in the exercise of any of its rights or powers, if there is reasonable ground for believing that the repayment of such funds or liability is not reasonably assured to it.

The rights, privileges, protections, immunities and benefits given to the Trustee, including, without limitation, its right to be indemnified, are extended to, and shall be enforceable by, the Trustee in each of its capacities hereunder, and to each agent, custodian and other person employed to act hereunder.

The provisions of this Section shall survive termination of this Master Indenture and the resignation or removal of the Trustee.

Section 8.07 Permitted Acts. The Trustee may become the owner of or may deal in Bonds as fully and with the same rights as if it were not such Trustee or a Paying Agent. The Trustee may act as depository for, and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, the Corporation or any committee formed to protect the rights of the Bondholders or to effect or aid in any reorganization growing out of the enforcement hereof or of the Bonds or any Supplemental Indenture whether or not such committee shall represent the

Bondholders of a majority in principal amount of the Outstanding Bonds in respect of which any such action is taken.

The Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys appointed with due care, and shall not be responsible for any willful misconduct or gross negligence on the part of any agent or attorney so appointed.

Section 8.08 Resignation of Trustee. The Trustee, or any successor thereof, may at any time resign and be discharged of its duties and obligations hereunder and under each Supplemental Indenture by giving not less than 60-days' written notice to the Corporation, the Village and each Provider. Written notice of such resignation shall be given by the Trustee to the registered owners of the Bonds within 10 days after notice is given to the Corporation. Such notice shall be sent by first class mail, postage prepaid, to the registered owners of the Bonds, at their last known addresses, if any, appearing on the registration books. Such resignation shall take effect upon the date specified in such notice unless previously a successor shall have been appointed as provided in Section 8.10 hereof, in which event such resignation shall take effect immediately on the appointment of such successor; provided, however, that such resignation shall not take effect until a successor Trustee has been appointed and has accepted such appointment pursuant to Section 8.10 hereof.

Section 8.09 Removal of Trustee. The Trustee, or any successor thereof, may be removed at any time upon 30-days' notice by the Bondholders of a majority in principal amount of the Outstanding Bonds, excluding any Bonds held by or for the account of the Corporation, by an instrument or concurrent instruments in writing signed and acknowledged by such Bondholders or by their attorneys-in-fact duly authorized and delivered to the Corporation. The Trustee, or any successor thereof, may also be removed at any time for cause or any breach of trust or for acting or proceeding in violation of, or failing to act or proceed in accordance with, any provisions hereof or of any Supplemental Indenture with respect to the duties and obligations of the Trustee by any court of competent jurisdiction upon application by the Bondholders of not less than 25% in aggregate principal amount of the Outstanding Bonds, excluding any Bonds held by or for the account of the Corporation. The Trustee may also be removed without cause at any time upon 30-days' notice, other than during the continuance of an Event of Default hereunder, by the Corporation, by an instrument in writing signed and acknowledged by an Authorized Officer of the Corporation. No removal hereunder shall take effect until a successor Trustee has been appointed. A copy of each instrument or order providing for the removal of the Trustee, or any successor thereof, shall be delivered by the Corporation to the Trustee or such successor thereof, to the Village and to each Provider.

Section 8.10 Successor Trustee. In case the Trustee, or any successor thereof, shall resign or shall be removed or shall become incapable of acting, or shall be adjudged a bankrupt or insolvent, or if a receiver, liquidator or conservator of the Trustee or of its property shall be appointed, or if any public officer shall take charge or control of the Trustee or of its property or affairs, the Corporation shall forthwith appoint a Trustee to act as Trustee and Paying Agent. Copies of any resolution of the Corporation providing for any such appointment shall be delivered by the Corporation to the Trustee so appointed, the predecessor Trustee, to each Provider and to the Village. The Corporation shall give notice of any such appointment to each registered owner of a Bond. Such notice shall be sent not later than 30 days after such appointment, by first class mail, postage prepaid, to each registered owner at its last known address, if any appearing on the registration books of the Corporation.

If in a proper case no appointment of a successor shall be made within 45 days after the giving of written notice in accordance with Section 8.08 hereof or after the occurrence of any other event requiring or authorizing such appointment, the Trustee or any Bondholder may apply, at the expense of the Corporation, to any court of competent jurisdiction for the appointment of such a successor, and such court may thereupon, after such notice, if any, as such court may deem proper, appoint such successor. Any successor appointed under the provisions of this Section shall be a bank located in the State having trust powers or a trust company organized under the laws of the State or national banking association located in the State having a capital and surplus aggregating at least \$50,000,000, if there be such a bank having trust powers or trust company or national banking association willing and able to accept the appointment on reasonable and customary terms and authorized by law to perform all the duties required hereby and by each Supplemental Indenture.

Section 8.11 Transfer of Rights and Property to Successor Trustee. Any successor appointed under the provisions of Section 8.10 hereof shall execute, acknowledge and deliver to its predecessor, and also to the Corporation, an instrument accepting such appointment, and thereupon such successor, without any further act, deed or conveyance shall become fully vested with all money, estates, properties, rights, powers, duties and obligations of its predecessor hereunder and under each Supplemental Indenture, with like effect as if originally appointed as Trustee. However, the Trustee then ceasing to act shall nevertheless, on request by the Corporation or of such successor, and upon payment of all amounts owed to it hereunder, execute, acknowledge and deliver such instruments of conveyance and further assurance and do such other things as may reasonably be required for more fully and certainly vesting and confirming in such successor all the right, title and interest of such Trustee in and to any property held by it hereunder, and shall pay over, assign and deliver to such successor any money or other properties subject to the trusts and conditions set forth herein. Should any deed, conveyance or instrument in writing from the Corporation be required by such successor for more fully and certainly vesting in and confirming to it any such money, estates, properties, rights, powers, duties or obligations, any and all such

deeds, conveyances and instruments in writing shall, on request, and so far as may be authorized by law, be executed, acknowledged and delivered by the Corporation.

Section 8.12 Merger or Consolidation of the Trustee. Any company into which the Trustee may be merged or with which it may be consolidated or any company resulting from any merger or consolidation to which it shall be a party or any company to which such Trustee may sell or transfer all or substantially all of its municipal corporate trust business, provided such company shall be a bank having trust powers or trust company or national banking association qualified to be a successor to such Trustee under the provisions of Section 8.10 hereof, shall be the successor to such Trustee, without any further act, deed or conveyance.

Section 8.13 Execution of the Sale Agreement. The Trustee is hereby authorized and directed to execute and deliver the Sale Agreement.

ARTICLE IX. SUPPLEMENTAL INDENTURES

Section 9.01 Modification without Consent. Notwithstanding any other provisions of this Article IX or Article X hereof, the Corporation may execute and deliver at any time or from time to time Supplemental Indentures for any one or more of the following purposes, and any such Supplemental Indentures shall become effective in accordance with its terms:

- (a) To provide for the issuance of a Series of Bonds pursuant to the provisions hereof and to prescribe the terms and conditions pursuant to which such Bonds may be issued, paid or redeemed;
- (b) To provide for the issuance of Refunding Bonds as permitted herein;
- (c) To add additional covenants and agreements of the Corporation for the purpose of further securing the payment of the Bonds, provided such additional covenants and agreements are not contrary to or inconsistent with the covenants and agreements of the Corporation contained herein;
- (d) To prescribe further limitations and restrictions upon the issuance of Bonds and the incurring of indebtedness by the Corporation which are not contrary to or inconsistent with the limitations and restrictions thereon theretofore in effect;
- (e) To surrender any right, power or privilege reserved to or conferred upon the Corporation by the terms hereof, provided that the surrender of such right, power or privilege is not contrary to or inconsistent with the covenants and agreements of the Corporation contained herein;

(f) To confirm, as further assurance, any pledge hereunder, and the subjection to any lien, claim or pledge created or to be created by the provisions hereof, of the Sales Tax Revenues, or any pledge of any other money, investments thereof or funds;

(g) To modify any of the provisions hereof or of any previously adopted Supplemental Indenture in any other respects, provided that such modifications shall not be effective until after all Bonds of any Series of Bonds Outstanding as of the effective date of such Supplemental Indenture shall cease to be Outstanding, and all Bonds issued under such Supplemental Indentures shall contain a specific reference to the modifications contained in such subsequent Supplemental Indenture;

(h) With the consent of the Trustee, to cure any ambiguity or defect or inconsistent provision herein or to insert such provisions clarifying matters or questions arising hereunder as are necessary or desirable, provided that any such modifications are not contrary to or inconsistent herewith as theretofore in effect, or to modify any of the provisions hereof or of any previous Supplemental Indenture in any other respect, provided that such modification shall not adversely affect the interests of the Bondholders in any material respect; or

(i) To modify any of the provisions hereof or of any previously adopted Supplemental Indenture in any other respects, provided that such modifications shall not be effective unless there has been delivered to the Trustee: (1) a Rating Confirmation; and (2) an opinion of Transaction Counsel to the effect that the same is not inconsistent herewith and will not adversely affect the exclusion of interest on any Tax-Exempt Bond from gross income for purposes of federal income taxation, regardless of the adverse effects of such modification.

Section 9.02 Supplemental Indentures Effective with Consent of Bondholders. The provisions hereof may also be modified or amended at any time or from time to time by a Supplemental Indenture, subject to the consent of the Bondholders in accordance with and subject to the provisions of Article X hereof, such Supplemental Indenture to become effective upon the filing with the Trustee of a copy thereof certified by an Authorized Officer of the Corporation.

Section 9.03 General Provisions Relating to Supplemental Indentures. The Master Indenture shall not be modified or amended in any respect except in accordance with and subject to the provisions of this Article IX and Article X hereof. Nothing contained in this Article IX or Article X hereof shall affect or limit the rights or obligations of the Corporation to make, do, execute or deliver any Supplemental Indenture, act or other instrument pursuant to the provisions of Section 7.04 hereof or the right or obligation of the Corporation to execute and deliver to the Trustee or any Paying Agent any instrument elsewhere herein provided or permitted to be delivered to the Trustee or any Paying Agent.

A copy of every Supplemental Indenture, when filed with the Trustee, shall be accompanied by an opinion of Transaction Counsel stating that such Supplemental Indenture has been duly and lawfully adopted in accordance with the provisions hereof, is authorized or permitted hereby, that all conditions precedent thereto have been complied with and is valid and binding upon the Corporation and enforceable in accordance with its terms.

The Trustee is hereby authorized to accept delivery of a certified copy of any Supplemental Indenture permitted or authorized pursuant to the provisions hereof and to make all further agreements and stipulations which may be contained therein, and, in taking such action, the Trustee shall be fully protected in relying on the opinion of Transaction Counsel that such Supplemental Indenture is authorized or permitted by the provisions hereof.

No Supplemental Indenture changing, amending or modifying any of the rights or obligations of the Trustee shall become effective without the written consent of the Trustee.

The Corporation, as soon as practicable after a Supplemental Indenture changing, amending or modifying any provisions of this Master Indenture has become effective, shall give written notice thereof to each Rating Service.

ARTICLE X. AMENDMENTS OF INDENTURE

Section 10.01 Powers of Amendment. Any modification or amendment hereof and of the rights and obligations of the Corporation and of the Bondholders hereunder, in any particular, may be made by a Supplemental Indenture, with the written consent given as hereinafter provided in Section 10.02 hereof, (i) of the Bondholders of at least a majority in principal amount of the Bonds Outstanding at the time such consent is given, or (ii) in case less than all of the several Series of Bonds then Outstanding are affected by the modification or amendment, of the Bondholders of at least a majority in principal amount of the Bonds of each Series so affected and Outstanding at the time such consent is given; provided, however, that if such modification or amendment will, by its terms, not take effect so long as any Bonds of any specified like Series, maturity and tenor remain Outstanding, the consent of the Holders of such Bonds shall not be required and such Bonds shall not be deemed to be Outstanding for the purpose of any calculation of Outstanding Bonds under this Section. No such modification or amendment shall permit a change in the terms of redemption or maturity of the principal of any Outstanding Bond or of any installment of interest thereon or a reduction in the principal amount or the Redemption Price thereof or in the rate of interest thereon without the consent of the Holder of such Bond, or shall reduce the percentages or otherwise affect the classes of Bonds the consent of the Bondholders of which is required to effect any such modification or amendment. For the purposes of this Section, a Series shall be deemed to be affected by a modification or amendment hereof if the same adversely affects or diminishes the rights of the Bondholders of such Series in any material respect. The Trustee may in its discretion determine whether or not, in accordance with the foregoing provisions, the Bonds of any particular

Series or maturity would be affected by any modification or amendment hereof and any such determination shall be binding and conclusive on the Corporation and all Bondholders. The Trustee may receive an opinion of counsel, including an opinion of Transaction Counsel, as conclusive evidence as to whether the Bonds of any particular Series or maturity would be so affected by any such modification or amendment hereof.

Section 10.02 Consent of Bondholders. The Corporation may at any time execute and deliver a Supplemental Indenture making a modification or amendment permitted by the provisions of Section 10.01 hereof to take effect when and as provided in this Section. Upon the adoption of such Supplemental Indenture, a copy thereof, certified by an Authorized Officer; shall be filed with the Trustee for the inspection of the Bondholders. A copy of such Supplemental Indenture (or summary thereof or reference thereto prepared by the Corporation) together with a request to the Bondholders for their consent thereto in form satisfactory to the Trustee, shall be mailed or distributed by Electronic Means by the Corporation to each affected Bondholder. Such Supplemental Indenture shall not become effective until: (i) there shall have been filed with the Trustee (a) the written consent of the Bondholders of the percentages of Outstanding Bonds specified in Section 10.01 hereof and (b) an opinion of Transaction Counsel stating that such Supplemental Indenture has been duly and lawfully executed, delivered and filed by the Corporation in accordance with the provisions hereof, is authorized or permitted hereby, and is valid and binding upon the Corporation and enforceable in accordance with its terms; and (ii) a notice shall have been mailed as hereinafter in this Section provided. Any such consent shall be binding upon the Bondholders giving such consent and on any subsequent Bondholder of such Bonds (whether or not such subsequent Bondholder has notice thereof). At any time after the Bondholders of the required percentages of Bonds shall have filed their consent to the Supplemental Indenture, notice, stating in substance that the Supplemental Indenture has been consented to by the Bondholders of the required percentages of Bonds and will be effective as provided in this Section, may be given to the Bondholders by mailing such notice to Bondholders. The Corporation shall file with the Trustee proof of giving such notice. Such Supplemental Indenture shall be deemed conclusively binding upon the Corporation and the Bondholders at the expiration of 60 days after the filing with the Trustee of the proof of the mailing of such notice, except in the event of a final decree of a court of competent jurisdiction setting aside such consent in legal action or equitable proceeding commenced for such purpose within such 60-day period; provided, however, that the Corporation during such 60-day period and any such further period during which any such action or proceeding may be pending shall be entitled in its absolute discretion to take such action, or to refrain from taking such action, with respect to such Supplemental Indenture as it may deem expedient.

Section 10.03 Modifications by Unanimous Consent. The terms and provisions hereof and the rights and obligations of the Corporation and of the Bondholders may be modified or amended in any respect upon the execution, delivery and filing with the Trustee by the Corporation of a copy of a Supplemental Indenture certified by an Authorized Officer of the Corporation and the consent

of the Bondholders of all of the Bonds then Outstanding, such consent to be given as provided in Section 10.02.

Section 10.04 Mailing. Any provision in this Article X for the mailing of a notice or other document to Bondholders shall be fully complied with if it is mailed postage prepaid or distributed by Electronic Means only: (i) to each registered owner of Bonds then Outstanding at such person's address, if any, appearing upon the registry books of the Corporation; and (ii) to the Trustee.

Section 10.05 Exclusion of Bonds. Bonds owned or held by or for the account of the Corporation shall not be deemed Outstanding for the purpose of consent or other action provided for herein, and the Corporation shall not be entitled with respect to such Bonds to give any consent or take any other action provided for herein. At the time of any consent or other action taken hereunder, the Corporation shall furnish the Trustee a certificate of an Authorized Officer, upon which the Trustee may rely, describing all Bonds so to be excluded.

Section 10.06 Notation on Bonds. Bonds delivered after the effective date of any action taken as provided in Article IX hereof or this Article X may, and if the Trustee so determines, shall, bear a notation by endorsement or otherwise in form approved by the Corporation and the Trustee as to such action, and in that case upon demand of the Holder of any Bond Outstanding at such effective date and upon presentation of his Bond for such purpose at the Corporate Trust Office of the Trustee suitable notation shall be made on such Bond by the Trustee as to any such action. If the Corporation or the Trustee shall so determine, new Bonds so modified as, in the opinion of the Trustee and the Corporation, conform to such action shall be prepared and delivered, and upon demand of the Holder of any Bond then Outstanding shall be exchanged, without cost to such Bondholder, for Bonds of the same Series and maturity then Outstanding, upon surrender of such Bonds.

ARTICLE XI. DEFAULTS AND REMEDIES

Section 11.01 Events of Default. An Event of Default shall exist hereunder and under each Supplemental Indenture if:

(a) Payment of the principal or Redemption Price of any Bond shall not be made by the Corporation when the same shall become due and payable, either at maturity or by proceedings for redemption or otherwise; or

(b) Payment of interest on any Bond shall not be made by the Corporation when the same shall become due and payable; or

(c) The Corporation shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained herein or in the Bonds or in any Supplemental Indenture on the part of the Corporation to be performed and such default shall continue for 90 days after written notice specifying such default and requiring same to be remedied

shall have been given to the Corporation by the Trustee, which may give such notice in its discretion and shall give such notice at the written request of the Bondholders of not less than 25% in principal amount of the Outstanding Bonds, unless, if such default is not capable of being cured within 90 days, the Corporation has commenced to cure such default within said 90 days and diligently prosecutes the cure thereof and provides the Trustee with a certification to such effect; or

(d) The Corporation shall: (1) generally not be paying its debts as they become due; (2) commence a voluntary case or other proceeding seeking liquidation, reorganization, dissolution, rehabilitation or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, or consent to any such relief or to the appointment of or taking possession by any such official in an involuntary case or other proceeding by any such official in an involuntary case or other proceeding commenced against it; (3) make a general assignment for the benefit of its creditors; (4) declare a moratorium; or (5) take any corporate action to authorize any of the foregoing; or

(e) A trustee in bankruptcy, custodian or receiver for the Corporation or any substantial part of its property shall have been appointed and the same has not been discharged within 90 days after such appointment.

Section 11.02 No Acceleration with Respect to the Bonds. There shall be no right of acceleration with respect to the Bonds.

Section 11.03 Enforcement of Remedies; Limitations. Upon the happening and continuance of any Event of Default specified in Section 11.01 hereof, then and in every such case, the Trustee may proceed, and upon the written request of the Bondholders of not less than a majority in principal amount of the Outstanding Bonds, shall proceed (subject to the provisions of Section 8.07 hereof), to protect and enforce its rights and the rights of the Bondholders hereunder or under any Supplemental Indenture or under the laws of the State by such suits, actions or special proceedings in equity or at law, either for the specific performance of any covenant contained hereunder or under any Supplemental Indenture or in aid or execution of any power herein or therein granted, or for an accounting against the Corporation as if the Corporation were the trustee of an express trust, or for the enforcement of any proper legal or equitable remedy as the Trustee shall deem most effectual to protect and enforce such rights, including the enforcement of its rights and remedies, as assignee, under any agreement assigned to it hereunder, including but not limited to the Sale Agreement, and of its rights and obligations under the Authorizing Statute.

In the enforcement of any remedy hereunder and under each Supplemental Indenture the Trustee shall be entitled to sue for, enforce payment of, and receive any and all amounts then, or during any default becoming, and at any time remaining, due from the Corporation for principal or interest or otherwise under any of the provisions of the Master Indenture or of any Supplemental

Indenture or of the Bonds, with interest on overdue payments of the principal of or interest on the Bonds at the rate or rates of interest specified in such Bonds, together with any and all costs and expenses of collection and of all proceedings hereunder and under any Supplemental Indenture and under such Bonds, without prejudice to any other right or remedy of the Trustee or of the Holders of such Bonds, and to recover and enforce judgment or decree against the Corporation but solely as provided herein, in any Supplemental Indenture and in such Bonds, for any portion of such amounts remaining unpaid, with interest, costs and expenses, and to collect in any manner provided by law, the money adjudged or decreed to be payable.

Anything herein to the contrary notwithstanding, neither the Trustee nor any Bondholder shall have any right in or to any proceeds derived from the issuance of Bonds held in the Village Proceeds Account or otherwise paid to the Village and no action or proceeding shall be maintained to enforce any claim to any such proceeds. Each Bondholder by purchase of its Bonds waives any right in or to any proceeds derived from the issuance of Bonds held in the Village Proceeds Account or otherwise paid to the Village or at the direction of the Village pursuant to a Direction Letter and the right to maintain any action or proceeding to enforce any claim to any such proceeds.

Section 11.04 Priority of Payments after Default. If at any time the money held by the Trustee hereunder and under each Supplemental Indenture shall not be sufficient to pay the principal of and interest on the Bonds as the same become due and payable, such money together with any money then available or thereafter becoming available for such purpose, whether through exercise of the remedies provided for in this Article XI or otherwise, shall be applied (after payment of all amounts owing to the Trustee hereunder and the creation of a reasonable reserve for anticipated fees, costs and expenses) as follows:

First: To the payment to the persons entitled thereto of all installments of interest then due in the order of the maturity of the installments of such interest, and, if the amount available shall not be sufficient to pay in full any installment, then to the payment thereof ratably, according to the amounts due on such installment, to the persons entitled thereto, without any discrimination or preference; and

Second: To the payment to the persons entitled thereto of the unpaid principal or Redemption Price of any Bonds which shall have become due whether at maturity or by call for redemption (including mandatory redemption) in the order of their due dates and, if the amount available shall not be sufficient to pay in full all such amounts due on any date, then to the payment thereof ratably, according to the amount of principal or Redemption Price due on such date, to the persons entitled thereto, without any discrimination or preference.

Whenever money is to be applied by the Trustee pursuant to the provisions of this Section, such money shall be applied by the Trustee at such times, and from time to time, as the Trustee in its sole discretion shall determine, having due regard to the amount of such money available for application and the likelihood of additional money becoming available for such application in the future. The setting aside of such money in trust for application in accordance with the provisions of this Section shall constitute proper application by the Trustee, and the Trustee shall incur no liability whatsoever to the Corporation, to any Bondholder or to any other person for any delay in applying any such money so long as the Trustee acts with reasonable diligence, having due regard to the circumstances, and ultimately applies the same in accordance with such provisions hereof as may be applicable at the time of application by the Trustee. Whenever the Trustee shall exercise such discretion in applying such money, it shall fix the date (which shall be on an interest payment date unless the Trustee shall deem another date more suitable) upon which such application is to be made, and upon such date interest on the amounts of principal to be paid on such date shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the fixing of any such date. The Trustee shall not be required to make payment to the Holder of any Bond unless such Bond shall be presented to the Trustee for appropriate endorsement.

Amounts held by the Trustee after payments to be made pursuant to this Section have been made and no Bonds are Outstanding shall be paid and applied in accordance with Section 5.06 hereof.

When the Trustee incurs expenses or renders services after the occurrence of an Event of Default, such expenses and the compensation for such services are intended to constitute expenses of administration under any federal or state bankruptcy, insolvency, arrangement, moratorium, reorganization or other debtor relief law.

Section 11.05 Termination of Proceedings. In case any proceedings commenced by the Trustee on account of any default shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Trustee, then and in every such case the Corporation, the Trustee, each Provider and the Bondholders shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Trustee shall continue as though no such proceeding had been commenced.

Section 11.06 Bondholders' Direction of Proceedings. Anything herein to the contrary notwithstanding, the Holders of a majority in principal amount of the Outstanding Bonds shall have the right by an instrument in writing executed and delivered to the Trustee to direct the method and place of conducting all remedial proceedings to be taken by the Trustee hereunder and under each Supplemental Indenture and the exercise of any other right or power conferred on the Trustee; provided, such direction shall not be otherwise than in accordance with law and the provisions hereof and of each Supplemental Indenture, and that the Trustee shall have the right to

decline to follow any such direction which in the opinion of the Trustee would be unjustly prejudicial to Bondholders not parties to such direction.

Section 11.07 Limitation of Rights of Individual Bondholders. No Bondholder of any of the Bonds shall have any right to institute any suit, action or proceeding in equity or at law for the execution of any trust hereunder, or for any other remedy hereunder unless such Bondholder previously shall have given to the Trustee written notice of the Event of Default on account of which such suit, action or proceeding is to be instituted, and unless also the Bondholders of not less than a majority in principal amount of the Outstanding Bonds, shall have made written request to the Trustee after the right to exercise such powers or right of action, as the case may be, shall have accrued, and shall have afforded the Trustee a reasonable opportunity either to proceed to exercise the powers granted hereby or to institute such action, suit or proceeding in its or their name, and unless, also, there shall have been offered to the Trustee security and indemnity satisfactory to it against the costs, expenses, and liabilities to be incurred therein or thereby, and the Trustee shall have refused or neglected to comply with such request within a reasonable time. Such notification, request and offer of indemnity are hereby declared in every such case, at the option of the Trustee, to be conditions precedent to the execution of the powers and trusts hereof or for any other remedy hereunder and in equity or at law. It is understood and intended that no one or more Holders of the Bonds secured hereby shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security hereof or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted and maintained for the benefit of all Holders of the Outstanding Bonds. Notwithstanding any other provision hereof, the Holder of any Bond shall have the right which is absolute and unconditional to receive payment of the principal of (and premium, if any) and interest on such Bond on the stated maturity expressed in such Bond (or, in the case of redemption, on the redemption date) and to institute suit for the enforcement of any such payment, and such right shall not be impaired without the consent of such Bondholder.

Section 11.08 Actions by Trustee; Possession of Bonds by Trustee Not Required. All rights of action hereunder or under any of the Bonds secured hereby and thereby, enforceable by the Trustee, may be enforced by it without the possession of any of such Bonds or the production thereof at the trial or other proceeding relative thereto, and any such suit, action or proceeding instituted by the Trustee shall be brought in its name for the benefit of all Bondholders to which such action relates, subject to the provisions hereof.

Section 11.09 Remedies Not Exclusive. No remedy herein conferred upon or reserved to the Trustee or to the Bondholders is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

Section 11.10 Waiver and Non-Waiver of Default. No delay or omission of the Trustee or any Bondholder to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein. Every power and remedy given by this Article XI to the Trustee and the Bondholders, respectively, may be exercised from time to time and as often as may be deemed expedient.

The Trustee may, and upon written request of the Bondholders of not less than a majority in principal amount of the Outstanding Bonds, shall waive any default which in its opinion shall have been remedied before the entry of final judgment or decree in any suit, action or proceeding instituted by it under the provisions hereof or before the completion of the enforcement of any other remedy hereunder; provided, however, that no such waiver shall extend to or affect any other existing or any subsequent default or defaults or impair any rights or remedies consequent thereon.

Section 11.11 Notice of Event of Default. The Trustee shall give notice of each Event of Default hereunder of which an Authorized Officer of the Trustee has actual knowledge to the Corporation and each Provider within 10 days after knowledge of the occurrence thereof and to the Bondholders within 30 days after knowledge of the occurrence thereof, unless such Event of Default shall have been remedied or cured before the giving of such notice; provided, however, that, except in the case of default in the payment of the principal or Redemption Price of or interest on any of the Bonds, the Trustee shall be protected in withholding notice thereof to the Bondholders if and so long as the Trustee in good faith determines that the withholding of such notice is in the best interests of the Bondholders. In the case of the Bondholders, each such notice of Event of Default shall be given by the Trustee by mailing written notice thereof to all registered Bondholders, as the names and addresses of such Bondholders appear on the books for registration and transfer of Bonds as kept by the Trustee.

ARTICLE XII. DEFEASANCE

Section 12.01 Defeasance. (a) If the Corporation shall pay or cause to be paid to the Bondholders of a Series the principal or Redemption Price of and interest thereon, at the times and in the manner stipulated therein, herein, and in the applicable Supplemental Indenture, then the pledge of the Trust Estate and all other rights granted hereby to such Bonds shall be discharged and satisfied. In such event, the Trustee shall, upon the request of the Corporation, execute and deliver such documents to evidence such discharge and satisfaction as may be reasonably required by the Corporation, and all money or investments thereof held by it pursuant hereto and to the applicable Supplemental Indenture which are not required for the payment or redemption of Bonds of such Series shall be paid or delivered by the Trustee as follows: First, to the Arbitrage Rebate Fund, the amount required to be deposited therein in accordance with the direction of an Authorized Officer of the Corporation; second, to each Provider the Provider Payments which have not been repaid, *pro rata*, based upon the respective Provider Payments then unpaid to each Provider; and, then, the balance thereof to the Corporation. Such money or investments thereof so

paid or delivered shall be released from any trust, pledge, lien, encumbrance, or security interest created hereby.

(b) Bonds for the payment or redemption of which money shall have been set aside and shall be held in trust by the Trustee (through deposit of money for such payment or redemption or otherwise) at the maturity or redemption date thereof shall be deemed to have been paid within the meaning and with the effect expressed in paragraph (a) of this Section. All Outstanding Bonds of any Series or any maturity within a Series or a portion of a maturity within a Series shall prior to the maturity or redemption date thereof be deemed to have been paid within the meaning and with the effect expressed in paragraph (a) of this Section if:

(i) in case any of said Bonds are to be redeemed on any date prior to their maturity, the Corporation shall have given to the Trustee, in form satisfactory to it, irrevocable instructions to give as provided in Article IV hereof notice of redemption on said date of such Bonds;

(ii) there shall have been deposited with the Trustee either money in an amount which shall be sufficient, or Defeasance Securities the principal of and interest on which when due will provide money which, together with the money, if any, deposited with the Trustee at the same time, shall be sufficient in the judgment of a nationally recognized verification agent to pay when due the principal, or Redemption Price, if applicable, and interest due and to become due on said Bonds on and prior to the redemption date or maturity date thereof, as the case may be;

(iii) in the event said Bonds are not by their terms subject to redemption within the next succeeding 60 days, the Corporation shall have given the Trustee, in form satisfactory to it, irrevocable instructions to give, as soon as practicable, by first class mail, postage prepaid, to the Holders of said Bonds at their last known addresses appearing on the registration books, a notice to the Holders of such Bonds that the deposit required by (ii) above has been made with the Trustee and that said Bonds are deemed to have been paid in accordance with this Section and stating such maturity or redemption date upon which money is to be available for the payment of the principal or Redemption Price, if applicable, of and interest on said Bonds;

(iv) in the event of a defeasance of a Tax-Exempt Bond, the Corporation shall have delivered to the Trustee an opinion of Transaction Counsel to the effect that said Bonds having been deemed to have been paid as provided in this Section would not: (A) cause said Bonds to be considered to have been "reissued" for purposes of Section 1001 of the Code; and (B) adversely affect the exclusion of interest on any Tax-Exempt Bond from gross income for purposes of federal income taxation; and

(v) the Corporation shall have delivered as opinion from Transaction Counsel stating that all conditions precedent to such defeasance as contemplated by paragraph (a) of this section.

The Corporation shall give written notice to the Trustee of its selection of the Series and maturity payment of which shall be made in accordance with this Section. The Trustee shall select the Bonds of like Series and maturity payment of which shall be made in accordance with this Section in the manner provided in Section 4.04 hereof. Neither the Defeasance Securities nor money deposited with the Trustee pursuant to this Section nor principal or interest payments on any such Defeasance Securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal or Redemption Price, if applicable, of and interest on said Bonds; provided, however, that any money received from such principal or interest payments on such Defeasance Securities deposited with the Trustee, if not then needed for such purpose, shall, to the extent practicable, be reinvested in Defeasance Securities maturing at times and in amounts sufficient to pay when due the principal or Redemption Price, if applicable, of and interest to become due on said Bonds on and prior to such redemption date or maturity date hereof, as the case may be. Any income or interest earned by, or increment to, the investment of any such money so deposited, shall, to the extent certified by the Trustee to be in excess of the amounts required hereinabove to pay the principal or Redemption Price, if applicable, of and interest on such Bonds, as realized, be paid by the Trustee as follows: First, to the Arbitrage Rebate Fund, the amount required to be deposited therein in accordance with the direction of an Authorized Officer of the Corporation; second, to each Provider the Provider Payments which have not been repaid, *pro rata*, based upon the respective Provider Payments then unpaid to each Provider; and, then, the balance thereof to the Corporation. The money so paid by the Trustee shall be released of any trust, pledge, lien, encumbrance or security interest created hereby.

(c) Subject to applicable law, anything herein to the contrary notwithstanding, any money held by the Trustee or a Paying Agent in trust for the payment and discharge of any of the Bonds of a Series or the interest thereon which remain unclaimed for one year after the date when all of the Bonds of such Series have become due and payable, either at their stated maturity dates or by call for earlier redemption, if such money was held by the Trustee or Paying Agent at such date, or for one year after the date of deposit of such money if deposited with the Trustee or Paying Agent after said date when all of the Bonds of such Series become due and payable, or one year after the date when the principal or Redemption Price of or interest on the Bonds for which said money is held was due and payable, shall, at the written request of the Corporation, be repaid by the Trustee or Paying Agent to the Corporation as its absolute property and free from trust, and the Trustee or Paying Agent shall thereupon be released and discharged with respect thereto and the Bondholders shall look only to the Corporation for the payment of such Bonds.

ARTICLE XIII. EXECUTION OF INSTRUMENTS BY BOND HOLDERS AND PROOF OF OWNERSHIP OF BONDS

Section 13.01 Evidence of Signatures of Bondholders and Ownership of Bonds. Any request, consent or other instrument which the Indentures may require or permit to be signed and executed by a Bondholder may be in one or more instruments of similar tenor, and shall be signed or executed by such Bondholder in person or by his or their attorneys duly appointed in writing. Proof of the execution of any such instrument, or of an instrument appointing any such attorney, or the holding or owning by any person of such Bonds, shall be sufficient for any purpose hereof (except as otherwise herein expressly provided) if made in the manner set forth below, but the Trustee may nevertheless in its discretion require further or other proof in cases where it deems the same desirable.

The fact and date of the execution by any Bondholder or his attorney of such instrument may be proved by the certificate, which need not be acknowledged or verified, of any officer of a bank or trust company satisfactory to the Trustee or of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the person signing such request or other instrument acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer. The corporation of the person or persons executing any such instrument on behalf of a corporate Bondholder may be established without further proof if such instrument is signed by a person purporting to be the president or a vice-president of such corporation with a corporate seal affixed and attested by a person purporting to be its secretary or an assistant secretary.

The ownership of Bonds and the amount, numbers and other identification, and date of holding or owning the same shall be proved by the registry books. Any request, consent or vote of the owner of any Bond shall bind all future owners of such Bond in respect of anything done or suffered to be done or omitted to be done by the Corporation or the Trustee in accordance therewith.

ARTICLE XIV. MISCELLANEOUS

Section 14.01 Preservation and Inspection of Documents. All documents received by the Trustee from the Corporation or from Bondholders under the provisions hereof or of any Supplemental Indenture shall be retained in its possession and shall be subject at all reasonable times to the inspection of the Corporation, the Village, any Bondholder and their agents and their representatives, any of whom may make copies thereof; provided, however, that with respect to inspection by a Bondholder a written request of such Bondholder must have been received by the Trustee at least 5 Business Days prior to the date of inspection.

Section 14.02 Money and Funds Held for Particular Bonds. The amounts held by the Trustee or any Paying Agent for the payment of the principal or Redemption Price of and interest on the Bonds due on any date with respect to particular Bonds shall, pending such payment, be set aside and held in trust by it for the Holders of such Bonds entitled thereto, and for the purposes hereof such principal or Redemption Price of and interest on such Bonds, due after such date thereof, shall no longer be considered to be unpaid.

Section 14.03 Cancellation of Bonds. The Trustee or any Paying Agent shall forthwith cancel all Bonds which have been redeemed or paid by it and shall dispose of such Bonds in accordance with its customary procedures. No such Bonds shall be deemed Outstanding Bonds hereunder and no Bonds shall be issued in lieu thereof.

Section 14.04 No Recourse under Indenture or on the Bonds. All covenants, stipulations, promises, agreements and obligations of the Corporation contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the Corporation and not of any member, officer or employee of the Corporation, and no recourse shall be had for the payment of the principal or Redemption Price of or interest on the Bonds or for any claims based thereon, hereon or on the Supplemental Indenture against any member, officer or employee of the Corporation or any person executing the Bonds, all such liability, if any, being expressly waived and released by every Bondholder by the acceptance of the Bonds.

Section 14.05 Severability of Invalid Provision. If any one or more of the covenants, stipulations, promises, agreements and obligations provided herein or in any Supplemental Indenture on the part of the Corporation or the Trustee to be performed should be contrary to law, then such covenant or covenants, stipulation or stipulations, promise or promises, agreement or agreements or obligation or obligations shall be null and void, shall be deemed and construed to be severable from the remaining covenants, stipulations, promises, agreements and obligations herein contained and shall in no way affect the validity of the other provisions hereof or of such Supplemental Indenture or of the Bonds.

Section 14.06 Parties of Interest. Nothing herein or in any Supplemental Indenture adopted pursuant to the provisions hereof, expressed or implied, is intended to or shall be construed to confer upon or to give to any person or party other than the Corporation, the Trustee, the Paying Agents, each Provider and the Bondholders any rights, remedies or claims hereunder or by reason hereof or of any Supplemental Indenture or any covenant, condition or stipulation thereof. All covenants, stipulations, promises and agreements herein or in any Supplemental Indenture contained by or on behalf of the Corporation shall be for the sole and exclusive benefit of the Corporation, the Trustee, the Paying Agents, each Provider and the Bondholders from time to time of the Bonds.

Section 14.07 Notice to Rating Services. For so long as the Bonds shall remain Outstanding, the Corporation shall give notice to each Rating Service, in the manner notices are required by Section 14.08 hereof to be given, of the following:

- (i) change of Trustee;
- (ii) dissolution, liquidation, consolidation, merger or asset sale other than as provided herein;
- (ii) defeasance, acceleration or redemption; and
- (iv) material changes to the Indentures or the Sale Agreement.

Section 14.08 Notices. Except as otherwise provided herein, any notices, directions or other instruments required to be given or delivered pursuant hereto or to any Supplemental Indenture shall be in writing and shall be delivered by hand against the written receipt therefor or sent by registered or certified mail addressed: in the case of the Corporation, to it to the attention of the Corporation's Chairman at 7000 South Harlem Avenue, Bridgeview IL 60455; in the case of the Trustee, addressed to it at the Corporate Trust Office of the Trustee; in the case of the Village, addressed to it to the attention of the Village's Mayor at 7500 South Oketo Avenue, Bridgeview IL 60455; or, in each case, to such other individual and at such other address as the person to be notified shall have specified by written notice to the other persons. Any such communication may also be sent by Electronic Means, receipt of which shall be confirmed (with an automatic "read receipt" or similar notice not constituting an acknowledgement of an email receipt for purposes of this Section).

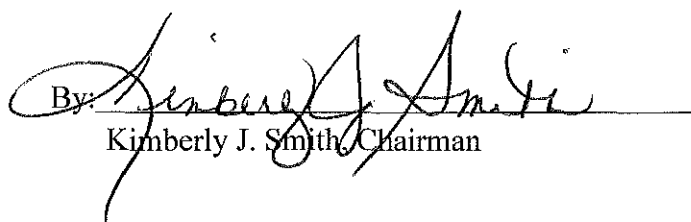
Section 14.09 Headings. Any headings preceding the text of the several Articles and Sections hereof, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part hereof nor shall they affect its meaning, construction or effect.

Section 14.10 Governing Laws. The Indentures shall be governed by and construed in accordance with the laws of the State.

Section 14.11 Signatures and Counterparts. This Master Indenture and each Supplemental Indenture may be executed and delivered in any number of counterparts, each of which shall be deemed to be an original, but such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Master Indenture as of the date first written above to be effective December 29, 2017.

BRIDGEVIEW FINANCE CORPORATION

By: 
Kimberly J. Smith, Chairman

U.S. BANK NATIONAL ASSOCIATION, as Trustee

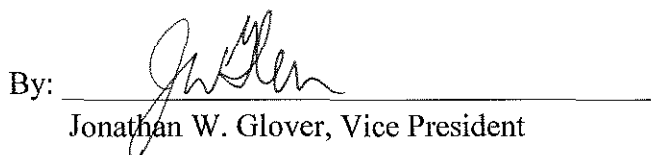
By: 
Jonathan W. Glover, Vice President

EXHIBIT A
DEBT SERVICE SCHEDULE

Bridgeview Finance Corporation
Sales Tax Securitized Bonds
Series 2017A and Taxable Series 2017B

Date	Principal	Coupon	Interest	Total P+I	DSR	Annual Debt Service
12/01/2018	-	-	2,241,348.14	2,241,348.14	-	2,241,348.14
12/01/2019	-	-	2,430,377.50	2,430,377.50	-	2,430,377.50
12/01/2020	-	-	2,430,377.50	2,430,377.50	-	2,430,377.50
12/01/2021	1,215,000.00	4.300%	2,430,377.50	3,645,377.50	-	3,645,377.50
12/01/2022	1,270,000.00	4.550%	2,378,132.50	3,648,132.50	-	3,648,132.50
12/01/2023	1,325,000.00	4.750%	2,320,347.50	3,645,347.50	-	3,645,347.50
12/01/2024	1,390,000.00	4.850%	2,257,410.00	3,647,410.00	-	3,647,410.00
12/01/2025	1,460,000.00	5.100%	2,189,995.00	3,649,995.00	-	3,649,995.00
12/01/2026	1,530,000.00	5.100%	2,115,535.00	3,645,535.00	-	3,645,535.00
12/01/2027	1,610,000.00	5.100%	2,037,505.00	3,647,505.00	-	3,647,505.00
12/01/2028	1,690,000.00	5.700%	1,955,395.00	3,645,395.00	-	3,645,395.00
12/01/2029	1,790,000.00	5.700%	1,859,065.00	3,649,065.00	-	3,649,065.00
12/01/2030	1,890,000.00	5.700%	1,757,035.00	3,647,035.00	-	3,647,035.00
12/01/2031	2,000,000.00	5.700%	1,649,305.00	3,649,305.00	-	3,649,305.00
12/01/2032	2,110,000.00	5.700%	1,535,305.00	3,645,305.00	-	3,645,305.00
12/01/2033	2,235,000.00	5.315%	1,415,035.00	3,650,035.00	-	3,650,035.00
12/01/2034	2,350,000.00	5.000%	1,296,250.00	3,646,250.00	-	3,646,250.00
12/01/2035	2,470,000.00	5.000%	1,178,750.00	3,648,750.00	-	3,648,750.00
12/01/2036	2,590,000.00	5.000%	1,055,250.00	3,645,250.00	-	3,645,250.00
12/01/2037	2,720,000.00	5.000%	925,750.00	3,645,750.00	-	3,645,750.00
12/01/2038	2,860,000.00	5.000%	789,750.00	3,649,750.00	-	3,649,750.00
12/01/2039	3,000,000.00	5.000%	646,750.00	3,646,750.00	-	3,646,750.00
12/01/2040	3,150,000.00	5.000%	496,750.00	3,646,750.00	-	3,646,750.00
12/01/2041	3,310,000.00	5.000%	339,250.00	3,649,250.00	-	3,649,250.00
12/01/2042	3,475,000.00	5.000%	173,750.00	3,648,750.00	(3,650,035.00)	(1,285.00)
Total	\$47,440,000.00	-	\$39,904,795.64	\$87,344,795.64	(3,650,035.00)	\$83,694,760.64