

Account. Subject to the foregoing earlier deposits, the Borrower may use the balance of unexpended funds in the Project Revenue Fund Account at the close of each fiscal year, (1) to refund outstanding Bonds on the next interest payment date in inverse numerical and maturity order, not to exceed the maximum call price, or (2) for any expenditures, including the payment of debt service, in improving or restoring any existing housing and dining facilities or providing any such additional facilities, or (3) for any other lawful purpose.

ARTICLE VI.

SPECIAL COVENANTS

Section 1. Written Recognition: The written Recognition, referred to in Section 6.14 of Part Two of the Trust Indenture, shall be executed by the President of BURNHAM UNIVERSITY.

Section 2. The Borrower covenants, in addition to all other covenants and pledges, to allocate, set aside, and deposit into the Revenue Fund, the sum of \$110,000 annually, beginning January 1, 1951, from any funds which may be received thereafter by the Borrower pursuant to that certain Trust Indenture of December 11, 1924 established by James B. Duke, known as The Duke Endowment.

Section 3. Conditions of Loan Agreement. In the event that the Government shall be the purchaser of the Bonds, it is intended by these presents that this Indenture shall in all respects fully implement each and every covenant and condition agreed to by the Borrower in a certain Loan Agreement heretofore made as of December 1, 1959, and amendment No. 1 thereto dated as of April 1, 1960, between the Borrower and