

Exhibit 1

\$50,000,000
Lake of the Torches Economic Development Corporation
Taxable Gaming Revenue Bonds
Series 2008

TRUST INDENTURE

Dated as of January 1, 2008

LAKE OF THE TORCHES ECONOMIC DEVELOPMENT CORPORATION

TO

WELLS FARGO BANK, NATIONAL ASSOCIATION

as Trustee

This instrument was drafted by:

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780 North Water Street
Milwaukee, Wisconsin 53202

\$50,000,000
Lake of the Torches Economic Development Corporation
Taxable Gaming Revenue Bonds
Series 2008

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TRUST INDENTURE

This TRUST INDENTURE, dated as of the 1st day of January, 2008, by and between LAKE OF THE TORCHES ECONOMIC DEVELOPMENT CORPORATION (herein sometimes called the "Corporation") and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association with trust powers having its main office and place of business in Minneapolis, Minnesota (herein sometimes called the "Trustee");

WITNESSETH:

WHEREAS, the Corporation is a corporation chartered by the Lac du Flambeau Band of Lake Superior Chippewa Indians (the "Tribe"), a federally recognized Indian Corporation organized under Section 16 of the Indian Reorganization Act of 1934 (25 U.S.C. §461, et seq.) (the "Act"), pursuant to Article VI, Section 1(o) of the Tribe's Constitution; and

WHEREAS, the Lake of the Torches Resort Casino (the "Casino Facility") is a wholly-owned enterprise of the Corporation; and

WHEREAS, the Corporation has outstanding bank loans (the "Bank Debt") which have been incurred to finance the Casino Facility and the Grand Soleil Project (defined below); and

WHEREAS, the Corporation has determined to refinance and consolidate the Bank Debt; and

WHEREAS, the Lake of the Torches Federal Development Corporation (the "Federal Development Corporation"), another wholly owned entity of the Tribe, is a member of Grand Soleil, a Mississippi limited liability company ("Grand Soleil"), which is developing a gaming complex in Natchez, Mississippi consisting of a river boat casino, a hotel and a bed and breakfast inn (the "Grand Soleil Project"); and

WHEREAS, the Federal Development Corporation, as a member of Grand Soleil, is in need of funds to loan to Grand Soleil in order to finance the completion of the Grand Soleil Project; and

WHEREAS, a portion of the proceeds of the bonds issued hereunder will be loaned by the Corporation to the Federal Development Corporation for purposes of making the loan to the Grand Soleil; and

WHEREAS, the Corporation has the power and authority under its Articles of Incorporation and Bylaws to issue and sell its bonds for the purposes stated herein and to pledge any revenues received from the Casino Facility (as further described herein, the "Pledged Revenues") as security therefor; and

WHEREAS, the Corporation has deemed it advisable to enter into this Indenture and has duly authorized and directed the issuance of a series of bonds in the aggregate principal

amount of \$50,000,000 to be designated "Taxable Gaming Revenue Bonds, Series 2008" (the "Series 2008 Bonds"), all as in this Indenture hereinafter provided; and

WHEREAS, the execution and delivery of this Indenture and the issuance of the Series 2008 Bonds have been in all respects duly and validly authorized by the Board of Directors pursuant to a resolution adopted by the Board of Directors on January 2, 2008 (the "Bond Resolution"); and

WHEREAS, the execution and delivery of this Indenture have been duly authorized by the Board of Directors of the Corporation, and all conditions, approvals, acts and things necessary and required by the Articles of Incorporation and Bylaws of the Corporation, or otherwise, to exist, to have happened or to have been performed precedent to and in the execution and delivery of this Indenture, and in the issuance of the Series 2008 Bonds, do exist, have happened or have been performed in regular form, time and manner, and the execution and delivery of this Indenture have been in all respects duly authorized; and

WHEREAS, the Trustee has accepted the trust created by this Indenture and in evidence thereof has joined in the execution hereof;

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

GRANTING CLAUSES

That Lake of the Torches Economic Development Corporation, in order to secure the payment of the principal of, premium (if any) and interest on the Bonds issued under this Indenture according to their tenor and effect and the performance and observance of each and all of the covenants and conditions herein and therein contained, and for and in consideration of the premises and of the purchase and acceptance of the Bonds by the respective purchaser or purchasers and registered owners thereof, and for other good and valuable consideration, the receipt whereof is hereby acknowledged, has executed and delivered this Indenture and has granted, bargained, sold, assigned, transferred, conveyed, pledged and set over, and has granted a first priority lien on, and by these presents does hereby grant, bargain, sell, assign, transfer, convey, pledge and set over, and does grant a first priority lien on, unto the Trustee, and to its successor or successors in the trust hereby created and to its assigns forever:

I.

All right, title and interest in and to the Gross Revenues of the Corporation, and investment earnings on Gross Revenues of the Corporation (the "Pledged Revenues"), as further provided herein and in the Bond Resolution referred to herein.

II.

All right, title and interest in and to the Corporation's accounts, deposit accounts, general intangibles, chattel paper, instruments and investment property and the proceeds of each of the foregoing and all books, records and files relating to all or any portion of the Pledged Revenues or any other collateral referenced in the Granting Clauses or Security Agreement.

III.

All right, title and interest in (i) the moneys and investments in the Revenue Fund, the Bond Fund, the Mandatory Amortization Fund, the Optional Redemption Fund and the Reserve Fund covenanted to be created and maintained under this Indenture, (ii) moneys and investments in the Project Fund not paid out for the borrowing purposes set forth in Section 1.03 hereof, and (iii) the revenues, contract rights, general intangibles and instruments and proceeds and products and accessions thereof.

IV.

All right, title and interest in and to the Equipment (as that term is defined in the Security Agreement) and all improvements, accessions, appurtenances, substitutions and replacements to the Equipment, insurance proceeds and condemnation awards payable therefrom and all proceeds and products thereof.

V.

All right, title and interest in and to the Federal Development Corporation Note, specifically including the Corporation's right to receive payments from the Federal Development Corporation under said Note.

VI.

Any and all other property of every name and nature from time to time hereafter by delivery or by writing of any kind conveyed, mortgaged, assigned or transferred, or in which a security interest is granted by the Corporation or by anyone in behalf of it or with its written consent, to the Trustee, which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same according to the terms hereof.

TO HAVE AND TO HOLD all and singular the said property hereby conveyed and assigned, or agreed or intended so to be, to the Trustee, its successor or successors in trust and its and their assigns, FOREVER.

IN TRUST NEVERTHELESS, upon the terms and trust herein set forth, for the equal and proportionate benefit, security and protection of all Holders of the Bonds issued or to be issued under and secured by this Indenture, without preference, priority or distinction as to lien or otherwise of any of the Bonds over any of the others;

PROVIDED, HOWEVER, that if the Corporation, its successors or assigns, shall well and truly pay or cause to be paid the principal of the Bonds and the premium (if any) and interest due or to become due thereon, at the times and in the manner mentioned in the Bonds according to the true intent and meaning thereof, or shall provide, as permitted hereby, for the payment thereof by depositing with the Trustee sums sufficient to pay the entire amount due or to become due thereon, and shall well and truly keep, perform and observe all the covenants and conditions pursuant to the terms of this Indenture to be kept, performed and observed by it and shall pay to the Trustee all sums of money due or to become due to it in accordance with the terms and provisions hereof; then upon such final payment this Indenture and the rights hereby

granted shall cease, determine and be void; otherwise, this Indenture to be and remain in full force and effect.

THIS INDENTURE FURTHER WITNESSETH, and it is expressly declared that all Bonds issued and secured hereunder are to be issued, authenticated and delivered and all said property hereby assigned or pledged is to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as hereinafter expressed, and the Corporation has agreed and covenanted and does hereby agree and covenant with the Trustee and with the respective owners from time to time of the said Bonds or any part thereof, as follows, that is to say:

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ARTICLE I

Definitions and Interpretation

Section 1.01 Definitions. Unless the context otherwise requires, the terms defined in this Article I and in the recitals and succeeding Articles of this Indenture shall, for all purposes of this Indenture and of any indenture supplemental hereto, have the meanings herein specified, such definitions to be equally applicable to both the singular and plural forms of any of the terms defined:

“Accounts Payable Covenant” means the covenant set forth in Section 6.14 hereof.

“Act” means the Indian Reorganization Act of 1934 (25 U.S.C. §461, et seq.).

“Authenticating Agent” means the Trustee.

“Authorized Representative” means the person at the time designated to act on behalf of the Corporation by resolution or by written certificate furnished to the Trustee containing the specimen signature of such person and signed on behalf of the Corporation by its President, Vice President or Secretary. Such Certificate may designate an alternate or alternates.

“Bank Debt” means the loans identified on Exhibit B attached hereto.

“Board of Directors” means the Corporation’s governing body.

“Bond Fund” means the Bond Fund established under Section 5.02 of this Indenture.

“Bond Purchase Agreement” means the Bond Purchase Agreement dated January 18, 2008, between the Corporation and Stifel, Nicolaus & Company Incorporated.

“Bond Resolution” means the resolution of the Corporation adopted by the Board of Directors on January 2, 2008, authorizing the Series 2008 Bonds, as the same may be amended, modified or supplemented by any amendments or modifications thereof.

“Bondholder Representative” means any person or entity appointed by the Holders of at least 51% of the Series 2008 Bonds outstanding, initially the Bondholder Representative shall be Saybrook Tax-Exempt Investors, LLC of Santa Monica, California or its successors and assigns.

“Bonds” or “Series 2008 Bonds” means the Taxable Gaming Revenue Bonds, Series 2008, issued by the Corporation pursuant to this Indenture and the Bond Resolution and described in Section 2.01(a) of this Indenture.

“Business Day” means each day other than a Saturday, a Sunday or other day on which commercial banks in the city in which the principal office of the Trustee is located are not open for business.

"Casino Facility" means the casino, hotel and convention center known as the Lake of the Torches Resort Casino located in Lac du Flambeau, Wisconsin (including any real or personal property used in any gaming activity) as is now or may hereafter be owned, leased to or leased from or operated or controlled by the Corporation or any instrumentality, agency or affiliate of the Corporation, and all facilities, furniture, equipment and tangible personal property related to such gaming, hotel and convention center facilities used in connection with dining, food service and preparation, entertainment (including recreational facilities), and temporary lodging (including hotels, motels, convention, meeting and event center facilities and/or recreational vehicle parks).

"Certificate" means a certification in writing required or permitted by the provisions of this Indenture signed and delivered to the Trustee or other proper person or persons. If and to the extent required by the provisions of Section 1.02 hereof, each Certificate shall include the statements provided for in said Section 1.02.

"Certified Resolution" means a copy of a resolution of the Board of Directors, certified by the Secretary of the Board of Directors to have been duly adopted by said Board of Directors and to be in full force and effect on the date of such certification.

"Closing Date" means the date on which the Series 2008 Bonds are delivered to the order of the Initial Purchaser.

"Collateral" means the assets of the Corporation in which a security interest has been granted to the Trustee to secure the Bonds pursuant to the Granting Clauses and/or the Security Agreement.

"Control Agreement" means a deposit account control agreement or any other agreement among the Corporation, the Trustee, as secured party, and the depository for each Deposit Account; initially, the Account Control Agreement dated January 18, 2008 among the Corporation, the Trustee and Chippewa Valley Bank.

"Corporation" means the Lake of the Torches Economic Development Corporation, a corporation chartered by the Tribe pursuant to Article VI, Section 1(o) of the Tribe's Constitution.

"Costs of Issuance Account" means the account by that name established pursuant to Section 4.02(a) hereof.

"Current Cash Requirements" means cash required to be retained as a reasonable cash-on-hand, or as otherwise required by federal law or the Tribal State Compact, to supply the gaming machines and the money exchange cages with sufficient cash to provide for the pay out of winnings and to provide cash or change for customers using the Casino Facility.

"Debt Service Coverage Ratio" means, as of any date of calculation, the ratio determined by dividing EBITDA for the immediately preceding twelve calendar months by Maximum Annual Debt Service on all outstanding Bonds. For purposes of calculating the Debt Service Coverage Ratio, Maximum Annual Debt Service (a) shall be calculated using the principal amounts that are required to be redeemed pursuant to Section 3.08 hereof provided that

the amount due on October 1, 2012 shall be reduced by an amount of \$33,825,000; and (b) shall not include the principal of and interest on any Bonds with respect to which lawful money of the United States of America or Government Obligations (not callable by the issuer thereof prior to maturity) the principal of and interest on which when due will be sufficient to pay such principal and interest as the same shall become due, has been irrevocably deposited with a trustee authorized to act in such capacity. For any calculation of the Debt Service Coverage Ratio prior to October 1, 2008, such calculation shall be made as though the casino operation of the Casino Facility had been combined in the Corporation for any applicable period prior to October 1, 2007.

"Default" means default by the Corporation in the performance or observance of any of the covenants, agreements or conditions on its part contained in this Indenture, or in the Series 2008 Bonds, exclusive of any notice or period of grace required for a default to constitute an "Event of Default" as hereinafter provided.

"Defaulted Interest" shall have the meaning as set forth in Section 2.05 hereof.

"Deposit Account" means an account subject to a Control Agreement into which Gross Revenues are deposited.

"EBITDA" means, for any period, the sum of the amounts for such period of (i) Net Income, (ii) interest expense, (iii) provisions for taxes based on net income, if any, (iv) total depreciation expense, (v) total amortization expense, (vi) management fees (if any), and (vii) other non-cash charges determined in accordance with GAAP.

"Event of Default" means an Event of Default described in Section 8.01 of this Indenture which has not been cured.

"Expense Account" means the account by that name established pursuant to Section 5.01 hereof.

"Federal Development Corporation" means the Lake of the Torches Federal Development Corporation, a corporation organized pursuant to a charter issued to the Tribe by the United States Secretary of the Interior pursuant to Section 17 of the Act.

"Federal Development Corporation Note" shall mean the promissory note from the Federal Development Corporation to the Corporation evidencing the Corporation's loan to the Federal Development Corporation to fund the Grand Soleil Loan.

"Fiscal Year" means the period beginning October 1 of each year and ending on the next September 30, or any other twelve month period hereafter selected and designated as the fiscal year of the Corporation.

"GAAP" means accounting principles generally accepted in the United States of America as in effect from time to time.

"Gaming Commission" means the Gaming Commission of the Tribe created under the Gaming Code.

"Gaming Code" means the Amended Gaming Code adopted by the Tribal Council, notice of which was published in the Federal Register on January 18, 1994.

"Gaming Regulations" means all state, federal and tribal laws, ordinances, rules, regulations and orders pertaining to the operation of a casino or the presence or use of gaming devices or the operation of gaming or gambling on or at the Casino Facility, whether now or hereafter adopted or in effect, including with respect to the Corporation, the Gaming Code.

"Government Authority" means any government body or regulatory authority exercising jurisdiction over the Corporation or the Casino Facility.

"Government Obligations" means direct obligations of the United States of America (including obligations issued or held in book-entry form on the books of the Department of the Treasury of the United States of America) or obligations the timely payment of the principal of and interest on which are fully guaranteed by the United States of America.

"Grand Soleil" means Grand Soleil-Natchez, LLC, a Mississippi limited liability company which is developing the Grand Soleil Project.

"Grand Soleil Account" means the account by that name established pursuant to Section 4.02(a) hereof.

"Grand Soleil Loan" means a loan to be made by the Federal Development Corporation to Grand Soleil in order to finance a portion of the Grand Soleil Project.

"Grand Soleil Project" means the development of a gaming complex in Natchez, Mississippi consisting of a river boat casino, a hotel and a bed and breakfast inn.

"Gross Revenues" means, with respect to the Corporation, all receipts from the operation of the Casino Facility by the Corporation, or any instrumentality, agency or affiliate of the foregoing whether held in a Deposit Account or any other accounts, investments or cash of the Corporation, including receipts from gaming, from food, beverage and other concessions, from entertainment, from the lease or sublease of space (including hotel room fees), and from any other activities carried on within such facility; all receipts of the Net Proceeds of business interruption insurance, or, subject to the provisions of Section 7.01 hereof, fire, casualty, or hazard insurance resulting from damage or destruction of any portion of the Casino Facility obtained by the Corporation or any instrumentality, agency, or affiliate of the foregoing with respect to the Casino Facility; and all monies received by the Corporation from the Federal Development Corporation as payment of interest and principal on the Federal Development Corporation Note.

"Holder", "Bondholder" or "owner" whenever employed herein with respect to a Bond means the person in whose name such Bond shall be registered.

"IGRA" means the Indian Gaming Regulatory Act, Public Law 100-497, codified as 25 U.S.C., Sections 2701-2721, as amended from time to time.

"Indenture" means this Trust Indenture between the Corporation and Trustee, dated as of January 1, 2008, under which the Bonds are authorized to be issued, and including any amendments or supplements thereto.

"Independent", when used with reference to an attorney, engineer, architect, certified public accountant, consultant or other professional person, means a person who (i) is in fact independent, (ii) does not have any material financial interest in the project or the transaction to which that individual's Certificate or opinion relates (other than payment to be received for professional services rendered), and (iii) is not connected with the Corporation as an officer, governing board member or employee.

"Independent Counsel" means an Independent attorney duly admitted to practice law before the highest court of any state.

"Initial Purchaser" means Stifel, Nicolaus & Company Incorporated.

"Insurance and Taxes Escrow Account" means the account by that name established pursuant to Section 5.01 hereof.

"Insurance Payment Amount" shall mean an amount equal to the annual property and liability insurance payment payable by the Corporation for the Casino Facility which is certified by the Corporation to the Trustee on or before October 1 of each year. The amount certified shall be based upon the budget delivered to the Trustee pursuant to Section 6.07 hereof or, if the budget has not been delivered by October 1, the amount certified shall be the actual amount paid during the prior fiscal year.

"Insurance Proceeds Fund" means the fund created pursuant to Section 7.01 to receive and administer Net Proceeds of insurance.

"Issuer" means the Corporation.

"Liquidity Covenant" means the covenant set forth in Section 6.21 hereof.

"Mandatory Amortization Fund" means the Mandatory Amortization Fund established under Section 3.08 of this Indenture.

"Maximum Annual Debt Service" means the greatest amount of principal and interest becoming due and payable on the Bonds in any Fiscal Year, including the Fiscal Year in which the calculation is made or any subsequent Fiscal Year; provided, however, that the principal payment due on October 1, 2012 shall be reduced by \$33,825,000 for purposes of this calculation.

"Net Income" means, with respect to any fiscal period, the net income from continuing Casino Facility operations before extraordinary or non-recurring items for that fiscal period, determined in accordance with GAAP, consistently applied.

"Net Proceeds" means, when used with respect to proceeds of insurance or a condemnation award, moneys received or receivable by the Corporation or the Trustee, less the

cost of recovery (including attorneys' fees) of such moneys from the insuring company or the condemning authority.

"NIGC" means the National Indian Gaming Commission established under IGRA.

"Operating Expenses" with respect to the Corporation means the current (and not capitalized) expenses of operation, maintenance and repair of the Casino Facility. "Operating Expenses" includes, without limitation, prizes, wages, the cost of materials and supplies used for current operation and maintenance, advertising, insurance premiums, and charges for the accumulation of appropriate reserves for current expenses that are not recurrent monthly but may reasonably be expected to be incurred in accordance with generally accepted accounting principles. "Operating Expenses" does not include any expense paid from a reserve, any interest on the Bonds, any amortization of capitalized costs, allowance for depreciation or renewals, or replacement of capital assets and shall not include any amount paid to any management agent as its compensation under a management contract (excluding reimbursement of Operating Expenses otherwise paid by the management agent) or any management fee paid by the Corporation.

"Operating Reserve Account" means the account by that name established pursuant to Section 5.01 hereof.

"Operating Reserve Requirement" means an amount equal to 60 days of the annual Operating Expenses of the Corporation as shown on the most recent audited financial statements which amount is certified by the Corporation to the Trustee on or before December 31, of each year commencing December 31, 2008. Initially, from the Closing Date through December 31, 2008 the Operating Reserve Requirement shall be \$4,865,000.

"Opinion of Counsel" means a written opinion of counsel (who need not be Independent Counsel unless so specified) appointed by the Corporation and acceptable to the Trustee or appointed by the Trustee. If and to the extent required by the provisions of Section 1.02 hereof, each Opinion of Counsel shall include the statements provided for in said Section 1.02.

"Optional Redemption Fund" means the Optional Redemption Fund established under Section 5.03 of this Indenture.

"Outstanding" when used as of any particular time with reference to Bonds means (subject to the provisions of Section 10.03 of this Indenture pertaining to Bonds owned by the Corporation) all Bonds theretofore authenticated and delivered by the Trustee under the Indenture except: (i) Bonds theretofore canceled by the Trustee or surrendered to the Trustee for cancellation; (ii) Bonds for the payment or redemption of which funds or direct obligations of or obligations fully guaranteed by the United States of America in the necessary amount shall have theretofore been deposited with the Trustee (whether upon or prior to the maturity or the redemption date of such Bonds), provided that if such Bonds are to be redeemed prior to the maturity thereof, notice of such redemption shall have been given pursuant to Article III of this Indenture, or provision satisfactory to the Trustee shall have been made for the giving of such notice; and (iii) Bonds in lieu of or in substitution for which other Bonds shall have been

authenticated and delivered by the Trustee pursuant to the terms of Section 2.07 pertaining to replacement of Bonds.

"Pledged Revenues" means all Gross Revenues and all investment earnings on Gross Revenues.

"Project Fund" means the Project Fund established under Section 4.02 of this Indenture.

"Qualified Grand Soleil Project Costs" means (i) invoices for work on the Grand Soleil Project submitted by either Bollinger Shipyards, Inc. for transporting the river boat casino to the Grand Soleil Project site or W.G. Yates & Sons Construction Company for site work at the Grand Soleil Project site; (ii) legal expenses incurred in connection with the development of the Grand Soleil Project; and (iii) such other costs as are approved in writing by the Holders of at least 51% of the Series 2008 Bonds outstanding.

"Qualified Investments" means investments authorized in Section 5.05 of this Indenture.

"Real Estate Tax Payment Amount" shall mean an amount equal to the annual real estate tax payments or payments in lieu of taxes payable by the Corporation for the Casino Facility which is certified by the Corporation to the Trustee on or before October 1 of each year. The amount certified shall be based upon the budget delivered to the Trustee pursuant to Section 6.07 hereof or, if the budget has not been delivered by October 1, the amount certified shall be the actual amount paid during the prior fiscal year.

"Redeem" or "redemption" means and includes "prepay" or "prepayment" as the case may be.

"Refinancing Account" means the account by that name established pursuant to Section 4.02(a) hereof.

"Regular Record Date" for the interest payable on any interest payment date on the fully registered Bonds of any series means the date specified in the provisions of this Indenture creating such series.

"Representation Letter" shall have the meaning as set forth in Section 2.10(b) hereof.

"Reserve Fund" means the Reserve Fund established under Section 5.04 hereof.

"Reserve Requirement" means an amount equal to \$5,000,000.

"Responsible Officer" of any Trustee hereunder means and includes the chairman of the board of directors, the president, every vice president, every assistant vice president, the cashier, every assistant cashier, every corporate trust officer, and every officer and assistant officer of such trustee, other than those specifically above mentioned, to whom any corporate trust matter is referred because of his knowledge of, and familiarity with, a particular subject.

"Revenue Fund" means the Revenue Fund established under Section 5.01 of this Indenture.

"Security Agreement" means the agreement dated the date hereof by the Corporation pursuant to which the Corporation has granted to the Trustee a first priority security interest in the collateral described therein in accordance with the terms of such agreement.

"Special Record Date" for the payment of any Defaulted Interest (as defined in Section 2.05 hereof) means a date fixed by the Trustee pursuant to Section 2.05 hereof.

"Surplus Account" means the account by that name established pursuant to Section 5.01 hereof.

"Tribal Agreement" means the Tribal Agreement given by the Tribe in favor of the Trustee dated as of January 1, 2008.

"Tribal-State Compact" means the Gaming Compact of 1992 entered into between the Tribe and the State of Wisconsin on July 1, 1992, as amended on July 1, 1999, with respect to which notice has been duly published in the Federal Register.

"Tribe" means the Lac du Flambeau Band of Lake Superior Chippewa Indians, a federally recognized Indian tribe.

"Trustee" means the trustee at the time serving as such under this Indenture.

"Trust Estate" means and includes the Collateral.

Section 1.02 Characteristics of Certificate or Opinion. Every Certificate or Opinion of Counsel with respect to compliance with a condition or covenant provided for in this Indenture, except for certificates and opinions given pursuant to Section 2.08 hereof, shall include: (i) a statement that the person or persons making such Certificate or opinion have read such covenant or condition and the definitions herein relating thereto; (ii) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such Certificate or opinion are based; (iii) a statement that, in the opinion of the signers, they have made or caused to be made such examination or investigation as is necessary to enable them to express an informed opinion as to whether or not such covenant or condition has been complied with; and (iv) a statement as to whether, in the opinion of the signers, such condition or covenant has been complied with.

Any Certificate made or given by an officer of the Corporation or by an Independent engineer, architect, consultant or other person may be based, insofar as it relates to legal matters, upon an Opinion of Counsel, unless such person knows that the Opinion with respect to the matters upon which his Certificate may be based as aforesaid is erroneous, or, in the exercise of reasonable care, should have known that the same was erroneous. Any such Certificate or Opinion of Counsel may be based, insofar as it relates to factual matters, information with respect to which is in the possession of the Corporation, upon a supporting Certificate of an officer or officers of the Corporation, unless the signer knows that the supporting Certificate with respect to the matters upon which his Certificate or opinion may be

based as aforesaid is erroneous, or, in the exercise of reasonable care, should have known that the same was erroneous.

Section 1.03 Description of Borrowing Purposes. The Series 2008 Bonds shall be issued for the following purposes: (i) refinancing the Bank Debt, (ii) providing financing for the Grand Soleil Project via the Federal Development Corporation Note, (iii) funding the Series 2008 Reserve Account, and (iv) paying costs of issuance of the Series 2008 Bonds.

Section 1.04 Additional Provisions as to Interpretation. All references herein to "Articles", "Sections" and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Indenture; and the words "herein", "hereof", "hereunder" and other words of similar import refer to this Indenture as a whole and not any particular Article, Section or subdivision hereof.

Whenever in this Indenture it is provided or permitted that there be deposited with or held in trust by the Trustee money or funds in the necessary amount to pay or redeem any Bonds, the amount so to be deposited or held shall be the principal amount of such Bonds and all unpaid interest thereon to maturity, except that in the case of Bonds which are to be redeemed prior to maturity and in respect of which there shall have been furnished to the Trustee proof satisfactory to it that notice of such redemption on a specified redemption date has been duly given or provision satisfactory to the Trustee shall be made for such notice, the amount so to be deposited or held shall be the principal amount of such Bonds and interest thereon to the redemption date, together with the redemption premium, if any.

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ARTICLE II

Form, Execution and Registration of Bonds

Section 2.01 Form, Maturities and Numeration of Series 2008 Bonds. The Series 2008 Bonds to be issued and secured under this Indenture shall each be designated "Taxable Gaming Revenue Bond, Series 2008". The Series 2008 Bonds and Certificates of Trustee and Assignment shall be substantially in the form set forth in Exhibit A attached hereto. The Series 2008 Bonds shall be issued in fully registered form in denominations of \$100,000 and, above \$100,000, in integral multiples of \$5,000, not exceeding the principal amount maturing in any year, initially numbered from R1 upwards in order of maturity. The Series 2008 Bonds shall be dated as of the Closing Date and shall bear interest payable semiannually on April 1 and October 1 of each year, commencing October 1, 2008, or the most recent interest payment date to which interest has been paid or duly provided for. Interest shall be calculated on the basis of a 360-day year, consisting of twelve 30-day months. The principal and redemption premium, if any, of the Series 2008 Bonds shall be payable to the registered owner upon presentation at the office of the Trustee in such coin or currency of the United States of America as may be, on the respective dates of payment thereof, legal tender for the payment of public and private debts, and interest on Series 2008 Bonds shall be paid by check or draft mailed to the registered owner at his registered address. The Regular Record Date for the payment of interest on the Series 2008 Bonds payable, and punctually paid or duly provided for, on any interest payment date shall be the 15th day (whether or not a Business Day) of the calendar month next preceding such interest payment date. The Series 2008 Bonds shall be in the aggregate principal amount of \$50,000,000, shall mature on October 1, 2012, and bear interest at the rate of Twelve Percent (12%) per annum.

Section 2.02 Execution of Bonds. The Bonds shall be signed in the name of the Corporation by the manual or the facsimile signatures of the President and the Secretary of the Corporation, or other duly authorized officers of the Corporation, and said signatures shall be authenticated by the Trustee, which is hereby designated as Authenticating Agent. In the event that any of the officers whose signatures appear on any Bonds shall cease to be officers of the Corporation before such Bonds shall have been authenticated or delivered by the Trustee, such Bonds may, nevertheless, be authenticated, delivered, and issued, and upon such authentication, delivery and issue, shall be binding upon the Corporation as though those officers who signed the same had continued to be such officers of the Corporation; and, also, any Bond may be signed on behalf of the Corporation by such person who, at the actual date of execution of such Bond, shall be the proper officer of the Corporation, although at the date of such Bond such person shall not have been such an officer of the Corporation. Upon the execution and delivery of this Indenture the Corporation shall execute and deliver the Series 2008 Bonds to the Trustee for authentication.

Section 2.03 Authentication of Bonds. No Bonds shall be valid or obligatory for any purpose or shall be entitled to any right or benefit hereunder or under the Bond Resolution unless a Responsible Officer of the Trustee shall manually endorse and execute on such Bond a certificate of authentication substantially in the form of the Certificate of Trustee hereinabove referenced. Such Certificate of Trustee upon any Bond shall be conclusive evidence

that such Bond so authenticated has been duly issued under this Indenture and that the Holder thereof is entitled to the benefits of this Indenture and the Bond Resolution.

No Bonds shall be authenticated by the Trustee except in accordance with this Article.

The Trustee shall not be required to authenticate any Bond unless provided with the documents referred to in Section 2.08 hereof and such further Certified Resolutions, Certificates, instruments or Opinions of Counsel as the Trustee may reasonably require with respect to the validity of the Bonds to be issued and the right and authority of the Trustee to authenticate such Bonds.

Section 2.04 Registration, Transfers and Exchange.

(a) As long as any of the Bonds issued hereunder shall remain outstanding, the Corporation shall maintain and keep at the office of the Trustee, as paying agent, an office or agency for the payment of the principal of and interest on such Bonds, as in this Indenture provided, and for the registration and transfer of such Bonds, and shall also keep at said office of the Trustee registration records for such registration and transfer. The Corporation does hereby appoint the Trustee, and its successors in trust from time to time, as its agent to maintain said office and agency at the office of the Trustee. Subject to any contrary requirements of law, the Trustee shall make available to the Corporation for inspection, upon request, such registration records.

Upon surrender for transfer of any fully registered Bond at the office of the Trustee with a written instrument of transfer satisfactory to the Trustee, duly executed by the registered owner or his duly authorized attorney, and upon payment of any tax, fee or other governmental charge required to be paid with respect to such transfer, the Corporation shall execute and the Trustee shall authenticate and deliver, in the name of the designated transferee or transferees, one or more fully registered Bonds of the same series, of any authorized denominations and of a like aggregate principal amount, interest rate and maturity.

Except as the right of exchange may be limited as to Bonds of any series, fully registered Bonds, upon surrender thereof at the office of the Trustee may, at the option of the registered owner thereof, be exchanged for an equal aggregate principal amount of fully registered Bonds of the same series, maturity and interest rate of any authorized denominations.

In all cases in which the privilege of exchanging Bonds or transferring fully registered Bonds is exercised, the Corporation shall execute and the Trustee shall deliver Bonds in accordance with the provisions of this Indenture. 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

provision of this Indenture, 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 (except any applicable tax, fee or other governmental charge) shall be paid by the Corporation. The Trustee shall not be obligated to make any such exchange or transfer of Bonds during the fifteen (15) days next preceding the date of the first publication or the mailing (if there is no publication) of notice of redemption in the case of a proposed redemption of Bonds. The Corporation and Trustee shall not be required to make any transfer or exchange of any Bonds called for redemption.

(b) Restrictions on Transfer:

Unless or until the restrictive legend on a Series 2008 Bond is permitted to be removed as described below, anything to the contrary herein notwithstanding, no Series 2008 Bond may be sold, transferred or otherwise disposed of, in whole or in part, by a Holder (except for sales, transfers or dispositions to related parties of a Holder) unless prior to any such sale, transfer or other disposition such Holder shall have furnished to the Corporation and the Registrar a certificate from any transferring Holder who is a Qualified Institutional Buyer, stating in effect that:

(1) the sale, transfer or other disposition of such Series 2008 Bond has been registered under the 1933 Act, or such transaction is exempt from registration under Rule 144, or such transaction complies with Rule 144A, or

(2) (A) all persons to whom the Series 2008 Bond will be transferred are also Qualified Institutional Buyers or are reasonably believed by the transferring Holder to be Qualified Institutional Buyers; (B) all such transferees of the Series 2008 Bond were advised that the transferring Holder might rely on Rule 144A, and that such sale, transfer or other disposition does not require registration under the 1933 Act; and (C) the transferee has received the information required to be made available under Rule 144A(d)(4)(1) promulgated by the United States Securities and Exchange Commission.

For purposes of the foregoing restrictions on transfer, the term "related party" shall mean any entity in which the Holder owns a majority of the shares, membership or partnership interests of said entity. Notwithstanding the foregoing, a sale, transfer or disposition to any fund, partnership or other entity managed or controlled by Saybrook Tax-Exempt Investors, LLC shall be an exception to and not subject to the foregoing restrictions on transfer.

At the option of the Holder, Series 2008 Bonds may be exchanged for Series 2008 Bonds of any authorized denomination of a like aggregate principal amount, upon surrender of the Series 2008 Bonds to be exchanged at the office of the Registrar. At any time following the submission to the Trustee by any Series 2008 Bondholder of an Opinion of Counsel as to compliance by such Holder with Rule 144A promulgated under the 1933 Act, the Series 2008

Bonds held by such Holder may be exchanged for Series 2008 Bonds that do not bear the "Restrictive Legend" containing restrictions on transfer as set forth in the recitals hereto.

Whenever any Series 2008 Bonds are so surrendered for exchange, the appropriate officials of the Corporation shall execute, and the Trustee shall authenticate and deliver, the Series 2008 Bonds which the Holder making the exchange is entitled to receive.

Section 2.05 Payment of Interest on Series 2008 Bonds; Interest Rights

Preserved. Interest on any fully registered Bond of any series which is payable, and is punctually paid or duly provided for, on any interest payment date shall be paid to the person in whose name that Bond is registered at the close of business on the Regular Record Date for such interest specified in the provisions of this Indenture creating such series.

Any interest on the Series 2008 Bonds which is payable, but is not punctually paid or duly provided for, on any interest payment date for the Bonds (herein called "Defaulted Interest") shall forthwith cease to be payable to the registered Holder on the relevant Regular Record Date solely by virtue of such Holder having been such Holder; and such Defaulted Interest may be paid as provided in Subsection A or B below:

A. The Trustee may elect to make payment of any Defaulted Interest on the Bonds of any series to the persons in whose names such Bonds are registered at the close of business on a Special Record Date for the payment of such Defaulted Interest, which shall be fixed in the following manner. The Trustee shall determine the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment (which date shall be such as will enable the Trustee to comply with the next sentence hereof). Thereupon the Trustee shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment. The Trustee shall promptly notify the Corporation of such Special Record Date and, in the name of the Corporation and at the expense of the Corporation, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first class postage prepaid, to each Holder of a Bond of such series at his address as it appears in the registration books not less than 10 days prior to such Special Record Date. The Trustee may, in its discretion in the name of the Corporation and at the expense of the Corporation, cause a similar notice to be published at least once in a financial newspaper, but such publication shall not be a condition precedent to the establishment of such Special Record Date. Notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor having been mailed as aforesaid, such Defaulted Interest shall be paid to the persons in whose names the Bonds of such series are registered on such Special Record Date and shall no longer be payable pursuant to the following Subsection B.

B. The Trustee may make payment of any Defaulted Interest on the Bonds of any series in any other lawful manner, if such payment shall be deemed practicable by the Trustee.

Subject to the foregoing provisions of this Section, each Bond delivered under this Indenture upon transfer of or in exchange for or in lieu of any other Bond shall carry all the

rights to interest accrued and unpaid, and to accrue, which were carried by such other Bond and each such Bond shall bear interest from such date that neither gain nor loss in interest shall result from such transfer, exchange or substitution.

Section 2.06 Ownership of Bonds. As to any Bond, the Corporation and the Trustee and their respective successors, each in its discretion, may deem and treat the person in whose name the same for the time appearing upon the books of the Trustee, as registrar for the Bonds, as the absolute owner thereof for all purposes and neither the Corporation nor the Trustee nor their respective successors shall be affected by any notice to the contrary. Payment of or on account of the principal of, premium, if any, and interest on any such Bond shall be made only to or upon the order of the registered owner thereof, but such registration may be changed as above provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

Section 2.07 Reissuance of Mutilated, Destroyed, Stolen or Lost Bonds. In case any outstanding Bond shall become mutilated or be destroyed, stolen or lost, the Corporation shall execute and the Trustee shall authenticate and deliver a new Bond of like series, amount, and maturity as the Bond so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Bond, upon surrender of such mutilated Bond or in lieu of and substitution for the Bond destroyed, stolen or lost, upon filing with the Trustee evidence satisfactory to the Trustee that such Bond has been destroyed, stolen or lost and upon furnishing the Trustee and the Corporation with indemnity satisfactory to them and complying with such other reasonable regulations as the Trustee and the Corporation may establish and payment of any expenses which the Trustee or the Corporation may incur in connection therewith. In the event any such Bond shall have matured, instead of issuing a substitute Bond, the Corporation may pay the same without surrender thereof.

Section 2.08 Conditions for Authentication of Series 2008 Bonds. The Trustee shall not authenticate and deliver the Series 2008 Bonds to be issued and delivered pursuant to the Indenture unless theretofore or simultaneously therewith there shall have been delivered to the Trustee the following:

- (a) Certified copies of the Bond Resolution authorizing the issuance of the Series 2008 Bonds and the execution and delivery of this Indenture.
- (b) An executed original of the Security Agreement.
- (c) An executed original of the Tribal Agreement.
- (d) Executed counterparts of this Indenture and a UCC-1 financing statement authorized by the Corporation as debtor.
- (e) The manually signed legal opinion of Godfrey & Kahn, S.C. of Milwaukee, Wisconsin, as Bond Counsel, concerning the validity and legality of the Series 2008 Bonds.
- (f) An order for authentication and registration of the Series 2008 Bonds, signed by the Secretary or other officer of the Corporation specifying the aggregate principal

amount of the Series 2008 Bonds to be issued, and directing the Trustee to deliver the Series 2008 Bonds described therein to or upon the order of the purchaser upon payment of the purchase price set forth therein.

(g) Such further certifications, documents and Opinions of Counsel as the Trustee, the Initial Purchaser or Bond Counsel may require.

Section 2.09 [This Section Intentionally Omitted].

Section 2.10 Book Entry Only System. Notwithstanding any other provision hereof (except as provided in subsection (d) of this Section), the Bonds shall be initially issued in the form of a separate single certificated fully registered Bond for each of the maturities within each series as set forth in Section 2.01 hereof. Upon initial issuance the ownership of each Bond shall be registered in the registration records kept by the Trustee in the name of Cede & Co. as nominee of DTC, which is hereby designated as the initial securities depository for the Bonds. Except as provided in subsection (d) of this Section, all Bonds (other than Bonds which have been paid in full or otherwise canceled in accordance with the provisions of this Indenture) shall be registered in the registration records kept by the Trustee in the name of Cede & Co., as nominee of DTC, and payment of interest on any Bond, as applicable, shall be made in accordance with Section 2.01 and this Section 2.10 to the account of Cede & Co. on the Interest Payment Date for the Bonds at the address indicated for Cede & Co. in the registration records kept by the Trustee.

(a) With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, in the registration records kept by the Trustee, neither the Issuer nor the Trustee shall have any responsibility or obligation to any direct or indirect DTC Participant or to any Beneficial Owners. Without limiting the immediately preceding sentence, neither the Issuer nor the Trustee shall have any responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any beneficial ownership interest in such Bonds, (ii) the delivery to any DTC Participant, any or any other person, other than DTC, of any notice with respect to such Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant, any or any other person, other than DTC, of any amount with respect to principal of, premium, if any, or interest on such Bonds. The Issuer and the Trustee may treat and consider DTC as the absolute owner of each such Bond for the purpose of payment of principal, premium, and interest with respect to such Bond, for the purpose of giving notices of redemption and other matters with respect to such Bond, for purposes of registering transfers of such Bond, and for all other purposes whatsoever (except to the extent any other Section of this Indenture specifically references Beneficial Owners). The Trustee shall pay all principal of, premium, if any, and interest on such Bonds only to or upon the order of DTC, and all such payments shall be valid and effective to fully satisfy and discharge the obligations with respect to payment of principal of, premium, if any, and interest on such Bonds to the extent of the sum or sums so paid. Except as provided in subsection (d) of this Section, no person other than DTC shall receive a certificated Bond evidencing the obligation to make payments of principal, premium, if any, and interest pursuant to this Indenture. Upon delivery by DTC to the Trustee of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the

provisions herein with respect to Record Dates, the word "Cede & Co." in this Indenture shall refer to such new nominee of DTC.

(b) The Representation Letter from the Issuer to DTC relating to the above-described Book-Entry-Only System (together with schedules thereto and materials referred to therein, the "Representation Letter"), with such changes, omission, insertions and revisions as the Authorized Representative of the Issuer shall approve, is hereby authorized, and the Authorized Representative of the Issuer and a duly authorized representative of the Trustee shall execute and deliver such Representation Letter (provided that such execution and delivery shall not be necessary if any previously executed and delivered Representation Letter shall have legal application to the Bonds). The approval by the Authorized Representative of the Issuer of any such changes, omissions, insertions and revisions shall be conclusively established by the execution and delivery by the Authorized Representative of the Issuer of the Representation Letter which shall not in any way limit the provisions of subsection (b) of this Section or in any other way impose upon the Issuer or the Trustee any obligation whatsoever with respect to persons having interests in the Bonds other than the registered owners thereof, as shown on the registration records kept by the Trustee. The Trustee shall take all action necessary for any representations of the Issuer in the Representation Letter with respect to the Trustee at all times to be complied with.

(c) DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the Issuer and the Trustee and discharging its responsibilities with respect thereto under applicable law.

(d) The Issuer, with the consent of the holders of not less than 75% of the outstanding principal amount of the Series 2008 Bonds, may terminate the services of DTC with respect to the Bonds if the Issuer determines that DTC is unable to discharge its responsibilities with respect to the Bonds, or continuation of the system of book-entry only transfers through DTC is not in the best interest of the owners of the Bonds or of the Issuer.

(e) Upon the discontinuance of the system of book-entry only transfers through DTC with respect to the Bonds pursuant to subsection (c) or (d) hereof, the Issuer may within 90 days thereafter appoint a substitute securities depository which, in its opinion, is willing and able to undertake the functions of DTC upon reasonable and customary terms. If a successor is not so appointed, or upon discontinuance of the Book-Entry-Only System pursuant to subsection (c) or (d) hereof, then the Issuer is obligated to deliver certificated Bonds, as described in this Indenture, registered in the names of the DTC Participants, and the Bonds shall no longer be restricted to being registered in the registration records kept by the Trustee in the name of Cede & Co. as nominee of DTC, but may be registered in whatever name or names registered owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Indenture.

(f) Notwithstanding any other provision of this Indenture to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bond and all notices

with respect to such Bond shall be made and given, respectively, in the manner provided in the Representation Letter.

(g) In connection with any notice or other communication to be provided to registered owners of the Bonds pursuant to this Indenture with respect to any consent or other action to be taken by such registered owners, the Trustee shall establish or determine a record date for such consent or other action and shall give DTC notice of such record date not less than 15 calendar days in advance of such record date, to the extent practicable.

(h) Upon any partial redemption of any maturity of the Bonds, Cede & Co. (or its successor) in its discretion may request the Issuer to issue and the Trustee to authenticate a new Bond or shall make an appropriate notation on the Bond indicating the date and amount of prepayment, except in the case of final maturity, in which case the Bond must be presented to the Trustee prior to payment.

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ARTICLE III

Redemption of Bonds

Section 3.01 Redemption of Series 2008 Bonds. The Series 2008 Bonds shall be subject to redemption prior to maturity only as follows:

(a) Optional Redemption.

(i) The Series 2008 Bonds are subject to optional prior redemption, in whole or in part, as selected by lot by the Trustee, in integral multiples of \$5,000, at the option of the Corporation commencing on October 1, 2010, or any Business Day thereafter at a redemption price equal to the principal amount to be redeemed, plus accrued interest, plus a premium (expressed as a percentage of the principal amount of Bonds to be redeemed), as follows:

| <u>Redemption Date</u> | <u>Premium</u> |
|--|----------------|
| October 1, 2010 through September 30, 2011 | 108% |
| October 1, 2011 through September 30, 2012 | 105% |

and thereafter without premium.

(b) Extraordinary Redemption.

(i) The Series 2008 Bonds are subject to extraordinary redemption, at the option of the Corporation, on any Business Day, as a whole but not in part, at a redemption price equal to par, plus any applicable redemption premium described below, plus accrued interest to the redemption date, in the event that the Casino Facility or a portion thereof shall be damaged or destroyed or taken in condemnation proceedings. In the event of an extraordinary redemption, the Series 2008 Bonds are subject to a redemption premium of 108% on any redemption occurring on or before September 30, 2011, a redemption premium of 105% occurring on October 1, 2011 through September 30, 2012 and thereafter with no redemption premium.

(c) Mandatory Amortization Redemption.

(i) The Series 2008 Bonds are subject to mandatory redemption through operation of the Mandatory Amortization Fund, as provided in Section 3.08 hereof.

Notice of any such redemption of Bonds shall be mailed in the form provided by Section 3.02 and in the manner and to the extent required by Section 3.03. Prior to the date fixed for redemption, funds shall be deposited with the Trustee sufficient to pay the Bonds called and accrued interest thereon, plus any premium required. Upon the happening of the above conditions, any Bonds thus called shall not bear interest after the call date, and except for the

purpose of payment by application of the funds so deposited, shall no longer be protected by the Indenture.

Section 3.02 Written Notice to Trustee. If the Bonds are to be redeemed pursuant to Section 3.01 hereof, the Corporation shall furnish written notice thereof to the Trustee not less than 45 days in advance of the redemption date. The Trustee shall then prepare a notice in the name of the Corporation or in its own name describing the outstanding Bonds to be redeemed, the date of redemption, and the redemption price.

Section 3.03 Mailing and Publication of Notice. Notice of redemption (including when only a portion of the Bonds is to be redeemed, the series and numbers of such Bonds or the maturities thereof) shall be mailed by the Trustee, not less than 30 days nor more than 60 days before the redemption date by first class mail, to the registered owners of any Bonds which are to be redeemed, at their last addresses appearing upon the registration records maintained by the Trustee. If required by the Act or other applicable law a similar notice shall also be published in such manner as may be required by the Act or other applicable law. No notice of redemption need be given if the Holders of all Bonds called for redemption waive notice thereof in writing and such waiver is filed with the Trustee.

Section 3.04 Deposit for Redemption. On or prior to the redemption date, there shall be deposited with the Trustee cash in an aggregate amount which shall be sufficient to pay the redemption price of the Bonds to be redeemed, and interest thereon to the redemption date; and there shall be deposited, or arrangements shall be made with the Trustee to deposit, with the Trustee a sum sufficient to pay the proper expenses and charges of the Trustee in connection with such redemption. Upon deposit with the Trustee of the aggregate amount of such redemption price and interest, such moneys shall be set aside by the Trustee and held by it for the account of the respective Holders of the Bonds being redeemed.

Section 3.05 Payment of Redeemed Bonds. After notice of redemption shall have been given as provided in Section 3.03, the Bonds specified in such notice shall become due and payable on the redemption date. Payment of the redemption price and interest shall be made to or upon order of each registered owner, upon the surrender of the Bonds. Any installment of interest maturing on or prior to the redemption date shall be payable to the registered owners of Bonds on the relevant Record Dates according to the terms of such Bonds and the provisions of Section 2.05 hereof and the notice of redemption herein provided for may so state. If redemption moneys are available for the payment of all of the Bonds called for redemption on the redemption date, the Bonds so called shall cease to draw interest after the redemption date, and such Bonds shall not be deemed to be outstanding hereunder for any purpose, except that the Holders thereof, on presentation, as herein provided, shall be entitled to receive payment of the redemption price and interest accrued thereon to the redemption date from the moneys set aside by the Trustee as aforesaid.

Section 3.06 Cancellation of Redeemed Bonds. All Bonds so redeemed shall forthwith be canceled and destroyed by the Trustee and no further Bonds shall be executed or authenticated or issued hereunder in exchange or substitution therefor.

Section 3.07 Partial Redemption of Bonds. If less than all of the Bonds of a particular maturity at the time outstanding are to be called for prior redemption, the particular Bonds or portions thereof of such maturity to be redeemed shall be selected by lot or other method of random selection, except as otherwise provided herein, by the Trustee in such manner as the Trustee, in its discretion, may determine. The Trustee shall call for redemption in accordance with the foregoing provisions as many Bonds or portions thereof as will, as nearly as practicable, exhaust the moneys available therefor. Particular Bonds or portions thereof shall be redeemed only in integral multiples of principal amount of \$5,000.

In the case of Bonds of denominations greater than \$5,000, if less than all of such Bonds then outstanding are to be called for redemption, then for all purposes in connection with redemption, each \$5,000 of principal amount shall be treated as though it was a separate Bond of the denomination of \$5,000. If it is determined that one or more, but not all of the \$5,000 units of principal amount represented by any such fully registered Bond is to be called for redemption, then upon notice of intention to redeem such \$5,000 unit or units, the owner of such Bond shall forthwith surrender such Bond to the Trustee (1) for payment of the redemption price (including the redemption premium, if any, and interest to the date fixed for redemption) of the \$5,000 unit or units of principal amount called for redemption and (2) exchange for a new Bond or Bonds of the aggregate principal amount of the unredeemed balance of the principal amount of such Bond shall be issued to the registered owner thereof, without charge therefor. If the owner of any such Bond of a denomination greater than \$5,000 shall fail to present such Bond to the Trustee for payment and exchange as aforesaid, such Bond shall nevertheless become due and payable on the date fixed for redemption to the extent of the \$5,000 unit or units of principal amount called for redemption (and to that extent only). Interest shall cease to accrue on the portion of the principal amount of such Bond represented by such \$5,000 unit or units of principal amount on and after the date fixed for redemption provided that funds sufficient for the payment of the redemption price shall have been deposited with the Trustee and shall be available for the redemption of said \$5,000 unit or units on the date fixed for redemption, and in such event, such Bond shall not be entitled to the benefit or security of this Indenture to the extent of the portion of its principal amount (and accrued interest thereon to the date fixed for redemption and applicable premium, if any) represented by such \$5,000 unit or units of principal amount, nor shall new Bonds be thereafter issued corresponding to said unit or units.

Section 3.08 Mandatory Amortization Fund Redemption. There is hereby established and the Trustee shall during the term hereof, to the extent required hereby, maintain, so long as any of the Series 2008 Bonds shall be outstanding, a separate fund within the Bond Fund (as further established in Section 5.02 hereof) to be designated "Lake of the Torches Economic Development Corporation Series 2008 Mandatory Amortization Fund" (herein called the "Mandatory Amortization Fund"). For the retirement of the Series 2008 Bonds, the Corporation hereby covenants to deposit in the Mandatory Amortization Fund, as required, an amount sufficient to redeem on October 1 of the years indicated below the following principal amounts of the Series 2008 Bonds, on the dates specified (each such date being herein called a "Mandatory Amortization Fund redemption date") at the principal amount thereof plus accrued interest to the redemption date:

| <u>Date</u> | <u>Principal Amount</u> |
|-----------------|-------------------------|
| October 1, 2009 | \$3,385,000 |
| October 1, 2010 | \$3,790,000 |
| October 1, 2011 | \$4,245,000 |
| October 1, 2012 | \$38,580,000 |

At its option, to be exercised on or before the forty-fifth day next preceding any such Mandatory Amortization Fund redemption date, the Corporation may deliver to the Trustee for cancellation such Series 2008 Bonds in any aggregate principal amount desired, and thereby receive a credit in respect of such Mandatory Amortization Fund redemption obligation for any such Series 2008 Bonds which prior to said date have been purchased or redeemed (otherwise than at the stated maturity thereof or through the operation of such Mandatory Amortization Fund) and canceled by the Trustee and not theretofore applied as a credit against such Mandatory Amortization Fund redemption obligation. Each such Series 2008 Bond so delivered or previously purchased or redeemed shall be credited by the Trustee at 100% of the principal amount thereof on the obligation of the Corporation on such Mandatory Amortization Fund redemption date and any excess amount shall be credited on future Mandatory Amortization Fund redemption obligations in chronological order, and the principal amount of such Series 2008 Bond to be redeemed by operation of the Mandatory Amortization Fund shall be accordingly reduced. The Corporation shall on or before the forty-fifth day next preceding each such Mandatory Amortization Fund redemption date furnish the Trustee with a Certificate of the Authorized Representative indicating whether or not and to what extent the cancellation and credit provisions of this Section are to be availed of with respect to such Mandatory Amortization Fund payment.

Notwithstanding anything else to the contrary in this Indenture, the Trustee is specifically authorized to maintain the Mandatory Amortization Fund as a separate account within the Bond Fund.

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ARTICLE IV

Bond Proceeds; Project Fund

Section 4.01 Deposit of Series 2008 Bond Proceeds. The Corporation shall deposit, or shall direct the purchaser or purchasers of the Series 2008 Bonds to deposit, with the Trustee all of the net proceeds of the sale of the Series 2008 Bonds, and the Trustee out of such proceeds shall:

(a) Deposit from proceeds of the Series 2008 Bonds to the credit of the Reserve Fund an amount equal to the Reserve Requirement; and

(b) Deposit from proceeds of the Series 2008 Bonds to the credit of the Costs of Issuance Account an amount of \$319,760.37 for payment of costs of issuance of the Series 2008 Bonds; and

(c) Deposit from proceeds of the Series 2008 Bonds to the credit of the Refinancing Account an amount of \$27,846,953.41 for payment of the Bank Debt; and

(d) Deposit from proceeds of the Series 2008 Bonds to the credit of the Grand Soleil Account an amount of \$15,958,286.22 which will be loaned to the Federal Development Corporation for the Grand Soleil Loan.

Section 4.02 Establishment of Project Fund

(a) The Corporation hereby establishes an account with the Trustee and there shall be deposited with the Trustee to the credit of such account (herein called the "Project Fund") the proceeds of the Series 2008 Bonds, except to the extent otherwise provided in Section 4.01 hereof. Within the Project Fund the Trustee shall establish three separate sub-accounts: the Refinancing Account, the Grand Soleil Account and the Costs of Issuance Account. Proceeds of the Series 2008 Bonds deposited to the Refinancing Account shall be used to repay the Bank Debt. Proceeds of the Series 2008 Bonds deposited to the Grand Soleil Account shall be loaned to the Federal Development Corporation for the Grand Soleil Loan. Proceeds of the Series 2008 Bonds deposited to the Costs of Issuance Account shall be used to pay costs of issuance of the Series 2008 Bonds.

(b) As provided in Section 4.06 hereof, any income and profit from the investment of moneys in any subaccount of the Project Fund shall be credited to the respective subaccount.

(c) The moneys in the Project Fund shall be held in trust by the Trustee and applied to the payment of costs of issuance of the Series 2008 Bonds, the Bank Debt and the Grand Soleil Loan in accordance with and subject to the provisions of this Article, and pending such application shall be subject to a lien and charge in favor of the Holders of the Bonds issued and outstanding under this Indenture and shall be held for the further security of such Holders until paid out as herein provided.

Section 4.03 [This Section Intentionally Omitted].

Section 4.04 Payments from Project Fund. All payments from the Project Fund on the Closing Date and all payments from the Refinancing Account and the Costs of Issuance Account after the Closing Date shall be made by the Trustee upon written direction from the Corporation by the Authorized Representative. Unless waived in writing by the Holders of not less than 51% of the outstanding principal amount of the Series 2008 Bonds, all payments from the Grand Soleil Account after the Closing Date are subject to the following conditions:

(a) Upon the Corporation's filing with the Trustee, with a copy provided to the Bondholder Representative, proof of submission of investigatory reports for all applications associated with the Grand Soleil Project to the executive staff of the Mississippi Gaming Commission, the Corporation may, with the written consent of the Bondholder Representative, requisition (in the form attached hereto as Exhibit C) up to an amount of \$4,250,000 but only to pay Qualified Grand Soleil Project Costs. Said proof of submission shall be a communication (in hard copy or electronic form) from the executive staff of the Mississippi Gaming Commission confirming receipt of said investigatory reports.

(b) Upon the Corporation's filing with the Trustee, with a copy provided to the Bondholder Representative, a copy of the Gaming Operators License for the casino located at the Grand Soleil Project site issued by the Mississippi Gaming Commission or a letter from said Commission confirming that said license has been approved and granted, the Corporation may, with the written consent of the Bondholder Representative, requisition (in the form attached hereto as Exhibit C) the remaining balance in the Grand Soleil Account but only to pay Qualified Grand Soleil Project Costs.

Section 4.05 Application of Balance in Project Fund. After payment of the Bank Debt, the Grand Soleil Loan and costs of issuance for the Series 2008 Bonds, any balance in the Project Fund shall be deposited in the Bond Fund, the Mandatory Amortization Fund or the Optional Redemption Fund, as may be directed in writing by the Authorized Representative.

Section 4.06 Deposit and Investment of Excess Moneys. To the extent permitted by the Act, the Trustee shall invest the moneys on deposit in the Project Fund at the request of the Authorized Representative in Qualified Investments which shall (i) be payable in such amounts and at such times not later than the time or times when such moneys will be needed to pay the Bank Debt, the Grand Soleil Loan and costs of issuance for the Series 2008 Bonds, and (ii) mature or may be redeemed no later than 12 months from the date of investment. The type, amount and maturity of Qualified Investments made pursuant to this Section 4.06 shall conform to any instructions of the Authorized Representative. The Trustee may, from time to time, cause any such investments to be sold or otherwise be converted into cash, whereupon the proceeds derived from such sale or conversion shall be deposited into the Project Fund and credited to the respective sub-account. Any interest or profit derived from investments shall be credited to the Project Fund and credited to the respective sub-account. Investments permitted under this Section may be purchased from the Trustee or from any of its affiliates.

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ARTICLE V

Disposition of Pledged Revenues

Section 5.01 Revenue Fund. The Corporation hereby establishes and shall maintain, so long as any of the Bonds are outstanding, with the Trustee a separate fund to be designated "Lake of the Torches Economic Development Corporation Revenue Fund" (herein call the "Revenue Fund"). The Corporation shall make daily deposits of Gross Revenues (except Gross Revenues required for Current Cash Requirements) into the Revenue Fund or a Deposit Account controlled by the Trustee from which transfers will be made into the Revenue Fund upon order of the Trustee. The Revenue Fund shall have the following sub-accounts: the Expense Account, the Insurance and Taxes Account, the Operating Reserve Account and the Surplus Account.

Funds on deposit in the Insurance and Taxes Account may be withdrawn by the Corporation for the payment (or reimbursement) of the costs of insurance and taxes due with respect to the Casino Facility. In order to make such withdrawals the Corporation shall provide the Trustee copies of such invoices, billing statements or other documentation evidencing the amounts due or evidence that the Corporation has paid such amounts for which it is seeking reimbursement.

Funds on deposit in the Operating Reserve Account may be withdrawn by the Corporation upon written certification from the Authorized Representative that the funds being withdrawn are needed and will be used by the Corporation to pay Operating Expenses of the Corporation.

Gross Revenues deposited into the Revenue Fund shall be applied on the second to last Business Day of each calendar month by the Trustee in the following priority:

(a) to the Expense Account, an amount sufficient to pay any fees and expenses of the Trustee including any legal and third party fees and expenses that are currently due and payable; then

(b) to the Insurance and Taxes Escrow Account, an amount equal to \$27,333 for each of the first nine months and thereafter an amount equal to $1/12^{\text{th}}$ of the sum of the Insurance Payment Amount and the Real Estate Tax Payment Amount; then

(c) to the Bond Fund, an amount equal to $1/6^{\text{th}}$ of the interest payable on the Series 2008 Bonds on the next interest payment date; provided, however that for the first nine months after the Closing Date the amount to be deposited shall be equal to $1/9^{\text{th}}$ of the interest payable on the Series 2008 Bonds on the next interest payment date; then

(d) commencing October, 2008, to the Mandatory Amortization Fund, an amount equal to $1/12^{\text{th}}$ of the mandatory principal amortization payment on the Series 2008 Bonds due on the next succeeding October 1 required by Section 3.08 hereof; provided, however that with respect to the principal payment due on October 1, 2012, the amount to be deposited shall be equal to $1/12^{\text{th}}$ of \$4,755,000; then

(e) to the Reserve Fund, a sum sufficient to replenish the amount in the Reserve Fund to the Reserve Requirement if there is a shortfall in the Reserve Fund; then

(f) to the Operating Reserve Account, an amount equal to \$540,555 for each of the first nine months and thereafter such sums as are necessary so that the amount in the Operating Reserve Account is equal to the Operating Reserve Requirement; then

(g) to any of the above accounts or the Reserve Fund such amounts as needed to make up any shortfalls deposited to said accounts or the Reserve Fund in the prior calendar month; then

(h) to the Surplus Account, all remaining Gross Revenues which may be transferred to the Corporation on or before the last Business Day of a month, provided, however, prior to any transfer from the Surplus Account, the Corporation shall have provided all monthly financial information required pursuant to Section 6.07 and the Corporation certificate required pursuant to Section 6.08 for the immediately preceding calendar month.

Notwithstanding the foregoing, the following percentages of Gross Revenues, that would otherwise be deposited to the Surplus Account, shall be deposited to the Optional Redemption Fund, and used to optionally redeem Bonds, if the Debt Service Coverage Ratio, as certified in the certificate provided pursuant to Section 6.08(a) hereof, falls below certain thresholds as follows: (i) if the Debt Service Coverage Ratio falls below 2.00 to 1, then 25% shall be deposited to the Optional Redemption Fund; (ii) if the Debt Service Coverage Ratio falls below 1.75 to 1, then 35% shall be deposited to the Optional Redemption Fund; (iii) if the Debt Service Coverage Ratio falls below 1.50 to 1, then 50% shall be deposited to the Optional Redemption Fund; and (iv) if the Debt Service Coverage Ratio falls below 1.25 to 1, then 100% shall be deposited to the Optional Redemption Fund.

Section 5.02 Bond Fund. The Corporation hereby establishes and shall maintain, so long as any of the Bonds are outstanding, with the Trustee a separate fund to be designated "Lake of the Torches Economic Development Corporation Bond Fund" (herein call the "Bond Fund"), including a separate fund therein designated the "Mandatory Amortization Fund" as established in Section 3.08 hereof, into which the Corporation and Trustee shall make the following deposits:

(a) After the Series 2008 Bonds have been delivered and thereafter on or before each payment date for the Bonds, as further provided herein, all payments required to be made hereunder by the Corporation for principal of or interest on the Bonds, as the same become due according to the stated maturities thereof.

(b) All other moneys received by the Trustee from the Corporation when accompanied by directions of the Corporation that such moneys are to be paid into the Bond Fund or used for purposes for which moneys in the Bond Fund may be used.

(c) All other moneys required to be deposited in the Bond Fund pursuant to any provision of this Indenture or the Bond Resolution.

The moneys and investments in the Bond Fund (including the Mandatory Amortization Fund which is an account within the Bond Fund) are irrevocably pledged and shall be used by the Trustee, from time to time, to the extent required:

FIRST: For the payment of principal of and interest (including past due interest) on the Bonds, due or to become due within one year, as and when such principal and interest shall become due and payable; and

SECOND: To be used, upon direction by the Corporation, to purchase outstanding Bonds plus accrued interest.

Section 5.03 Optional Redemption Fund. The Corporation hereby establishes and shall maintain with the Trustee, so long as any of the Bonds are outstanding, a separate fund to be designated "Lake of the Torches Economic Development Corporation Series 2008 Bonds Optional Redemption Fund" (herein called the "Optional Redemption Fund"). There shall be deposited into the Optional Redemption Fund all amounts required or permitted to be deposited therein pursuant to any provision of the Bond Resolution or this Indenture, and all amounts designated to be deposited therein by the Corporation.

Amounts on deposit to the credit of the Optional Redemption Fund shall be used only for the redemption of outstanding Bonds in the minimum amounts of \$100,000 and in \$5,000 increments above said minimum amounts at the request or direction of the Corporation pursuant to Article III hereof or, at the request of the Corporation, for the purchase of outstanding Bonds in the minimum amounts of \$100,000 and in \$5,000 increments above such minimum amounts on the market at prices not exceeding the redemption price on the next available date for redemption. Notwithstanding the foregoing, to the extent at any time on or after October 1, 2010, the amount on deposit in the Optional Redemption Fund equals or exceeds \$100,000 plus any applicable optional redemption premium, plus accrued interest to the optional redemption date then the Corporation shall be deemed to have given any required notice to effect an optional redemption under Article III effective as of the first day of the month following such calculation, or such later date as is required to comply with the notice requirements of Section 3.03 and the Trustee shall redeem outstanding Bonds pursuant to Article III hereof.

Section 5.04 Reserve Fund. There is hereby established and the Trustee shall maintain hereunder, so long as any of the Bonds are outstanding, a separate fund to be designated "Lake of the Torches Economic Development Corporation Series 2008 Bonds Reserve Fund" (herein called the "Reserve Fund"), into which the Corporation and the Trustee shall make the following deposits:

(i) An amount equal to the Reserve Requirement, to be deposited from proceeds of the Series 2008 Bonds, all as provided in Section 4.01 hereof.

(ii) After the Series 2008 Bonds have been delivered and the Reserve Requirement has been met, the Corporation and the Trustee shall make deposits into the Reserve Fund, as provided in Section 5.01(e) hereof in order to maintain the funds and investments on deposit in the Reserve Fund in an amount at least equal to the Reserve Requirement.

(iii) Interest earned on amounts held in the Reserve Fund until such time as the balance in the Reserve Fund shall be equal to \$9,385,000. Thereafter interest earnings shall be transferred to the Bond Fund.

In computing the amount in the Reserve Fund, Qualified Investments shall be valued at face value if purchased at par or at the amortized value if purchased at other than par; provided, however, that such Qualified Investments in the Reserve Fund are required to be valued only on each April 1 and October 1. For purposes of this Section, "amortized value," when used with respect to an obligation purchased at a premium above or at a discount below par, means the value as of any given time obtained by dividing the total premium or discount at which such obligation was purchased by the number of days remaining to maturity on such obligation at the date of such purchase and by multiplying the amount thus calculated by the number of days having passed since such purchase; and (1) in the case of an obligation purchased at a premium by deducting the product thus obtained from the purchase price, and (2) in the case of an obligation purchased at a discount by adding the product thus obtained to the purchase price. Valuation of any particular date shall include the amount of interest then earned or accrued to such date on any moneys or investments in the Reserve Fund.

The funds and investments in the Reserve Fund are irrevocably pledged to and shall be used by the Trustee, from time to time, as may be required, for the payment of principal of, premium (if any) on and interest on the Bonds as and when such principal and interest shall become due and payable and, subject only to the further provisions of this Section, for that purpose only; provided, nonetheless, that moneys and investments in the Reserve Fund shall be transferred to the Bond Fund when the moneys and proceeds of investments in the Reserve Fund shall be sufficient (with moneys and proceeds of investments in the Bond Fund) to pay when due the principal of and interest on all outstanding Bonds.

Section 5.05 Investment of Funds. Moneys on deposit to the credit of the Project Fund, the Revenue Fund, the Bond Fund, the Mandatory Amortization Fund, the Optional Redemption Fund and the Reserve Fund shall, upon request by the Authorized Representative, be invested by the Trustee in (i) direct obligations of or obligations fully guaranteed by the United States of America; (ii) deposits in interest-bearing time deposits or certificates of deposit or similar arrangements, including repurchase agreements, secured by obligations described in (i) hereof which are in the possession of the Trustee or its agent and with respect to which the Trustee has a valid and perfected security interest free and clear of prior claims of third parties; (iii) bonds, debentures, participation certificates or notes issued by FNMA, GNMA or FMHLC; (iv) deposits in interest-bearing time deposits or certificates of deposit or similar arrangements (without regard to whether such deposits or arrangements are insured by the Federal Deposit Insurance Corporation) of any national bank which has at least an 'A-1' or 'prime-one' rating or their equivalents from Standard & Poor's Ratings Division or Moody's Investors Services, Inc., or their successors, or certificates of deposit of any national bank if the amount thereof is fully insured by the FDIC; (v) fixed-income securities issued by or on behalf of any State or agency, instrumentality or municipal corporation thereof or issued by any corporation organized and existing under the laws of any state of the United States of America or the District of Columbia, which securities are rated not less than 'AAA' by Standard & Poor's Ratings Division or 'Aaa' by Moody's Investors Services, Inc., or their successors; (vi) commercial paper or finance company paper of an issuer which is rated not less than 'A-1' or

'prime-one' or their equivalents by Standard & Poor's Ratings Division or Moody's Investors Services, Inc., or their successors, and whose obligations are rated not less than 'AA-' by Standard & Poor's Ratings Division or 'Aa3' by Moody's Investors Services, Inc., or their successors; (vii) money market funds registered under the Federal Investment Company Act of 1940, whose shares are registered under the Securities Act of 1933, and which are rated AAAm-G, AAAm or AAm by Standard & Poor's; and (viii) an investment agreement (whether or not collateralized) issued by any financial institution maintaining at least an 'AA-' rating from Standard & Poor's Ratings Division or an 'Aa3' rating from Moody's Investors Services, Inc., or their successors ("Qualified Investments").

Investments permitted under this Section may be purchased from the Trustee or from any of its affiliates. Investments so made shall be deemed at all times to be a part of the respective fund or account, but may from time to time be sold or otherwise converted into cash, whereupon the proceeds derived from such sale or conversion shall be credited to such fund or account. Except as otherwise provided herein, any interest accruing on and any profit realized from such investment shall be credited to the respective fund or account and may be applied as a credit against periodic deposits required to be made to such fund or account. Any investments purchased with amounts on deposit in any fund or account under this Indenture may be exchanged for cash or investments of equal value credited to any other fund or account. The Trustee shall redeem or sell, at fair market value, any investments so made, whenever it shall be necessary to do so in order to provide moneys to meet any payment from the respective fund or account. The Trustee shall not be liable for any loss resulting from any such investment, nor from failure to preserve rights against endorsers or other prior parties to instruments evidencing any such investment; provided, however, such loss is not the result of willful misconduct or gross negligence of the Trustee.

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ARTICLE VI

Particular Covenants of the Corporation

The Corporation covenants and agrees, so long as any Bonds shall be outstanding, that:

Section 6.01 Payment of Bonds. The Corporation will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Indenture and the Bond Resolution and in each and every Bond executed, authenticated and delivered hereunder; and will pay in full all principal of, premium, if any, and interest on the Bonds when due.

In any event, the Corporation covenants that, notwithstanding any other provision hereof, on or before each interest payment date with respect to the Bonds, it shall have paid to the Trustee amounts sufficient to provide for payment of all principal of, premium (if any) and interest on the Bonds due on such dates, in any coin or currency which, on the respective dates of payment of such principal, premium, if any, and interest, is legal tender for the payment of public and private debts.

Section 6.02 Corporation to be a Single-Purpose Entity. The Corporation will remain a single-purpose entity and not engage in, operate or own any other business enterprise other than the Casino Facility.

Section 6.03 Authority of the Corporation. The Corporation has undertaken, pursuant to its Articles of Incorporation and Bylaws, to create and issue the Bonds to provide funding for the borrowing purposes identified in Section 1.03 hereof, to execute this Indenture and assign and pledge to the Trustee the Trust Estate, and to make the covenants as herein provided. All necessary action and proceedings on its part to be taken for the creation and issuance of the Bonds and the execution and delivery of this Indenture have been duly and effectively taken, and the Bonds in the hands of the Holders or owners thereof are and will be duly issued special revenue obligations of the Corporation in accordance with their terms.

Section 6.04 To Observe All Covenants and Terms-Limitations on Corporation Obligations. The Corporation will not issue or permit to be issued any Bonds hereunder in any manner other than in accordance with the provisions of this Indenture and the agreements in that behalf herein contained, and will not suffer or permit any Default to occur under the Indenture, but will faithfully observe and perform all the conditions, covenants and requirements hereof.

Section 6.05 No Competing Facilities. The Corporation shall not establish any competing gaming facilities or enterprises on tribal trust land or within 200 miles of the Casino Facility.

Section 6.06 Records and Inspection. The Corporation shall maintain (i) copies of federal, state, municipal and other licenses and permits obtained by the Corporation relating to the Casino Facility and the operation of the Casino Facility, (ii) appropriate financial books and records reflecting the condition of the Corporation, and (iii) all other documents, instruments, reports and records required by any provision of this Indenture or by law relating to the operation of the Casino Facility. The Trustee shall have the right to inspect all such materials, except any

materials made private or confidential by federal or state law or regulation, and the Grand Soleil Project at all reasonable times and to make such copies and extracts as it may desire. At the request of the Trustee, the Corporation shall furnish to the Trustee, at the Corporation's expense, a copy of any such materials which are required by the Trustee in the performance of its duties under this Indenture.

Section 6.07 Financial Statements; Budget. The Corporation agrees, during the term hereof, to furnish to the Trustee, the Bondholder Representative, and any other Bondholder, upon request, the following financial statements: (a) unaudited financial statements, including, at a minimum, a balance sheet, income statement and cash flow statement, for each calendar month by no later than 30 days from the end of such calendar month together with copies of the Corporation's bank statements for each of its accounts and such other operating statistics or information as required by the Bondholder Representative, (b) by no later than 180 days after the close of each Fiscal Year of the Corporation (currently September 30), a copy of annual audited financial statements of the Corporation for the preceding fiscal year, including balance sheet, operating statements, and a cash flow statement, examined by an Independent certified public accountant, and (c) by no later than 180 days after the close of each fiscal year of the Tribe (currently September 30), a copy of annual audited financial statements of the Tribe for the preceding fiscal year, including balance sheet, operating statements, and a cash flow statement, examined by an Independent certified public accountant. The Corporation further agrees, during the term hereof, to furnish to the Trustee, the Bondholder Representative, and any other Bondholder, upon request the annual budget for the Corporation for the next Fiscal Year within 60 days after the beginning of each Fiscal Year.

Section 6.08 Corporation Certificates.

(a) The Corporation agrees that upon furnishing the unaudited financial statements pursuant to Section 6.07(a) hereof it shall also provide a certificate of the Authorized Representative setting forth the current Debt Service Coverage Ratio and demonstrating compliance with the Accounts Payable Covenant and the Liquidity Covenant.

(b) The Corporation covenants that, so long as the Bonds are outstanding, it will provide to the Trustee and the Bondholder Representative within 30 days of the close of each calendar month a certificate of the Authorized Representative of the Corporation that there is no "Default" (as defined under the Indenture) or, if there be any such Default, explaining the nature thereof and specifying the steps being taken to remedy the same.

Section 6.09 Further Assurances, Financing Statements, Maintenance of Lien.

At the request of the Trustee, the Corporation shall cause to be delivered any financing statement or other instrument which, according to an Opinion of Counsel, is or may be required to carry out the intent of the parties as expressed in this Indenture. The Corporation shall, at its sole expense, file or cause to be filed any financing statements under the Uniform Commercial Code or similar instruments deemed necessary by the Trustee to perfect and continue the security interest of the Trustee granted by the payments to be made hereunder.

Section 6.10 Assignments. Except as otherwise specifically provided herein, the interests and obligations of the Corporation under this Indenture are nonassignable and shall not be assigned except to a trustee in bankruptcy or similar officer pursuant to the Bankruptcy Code or similar law. Without limiting the foregoing, funds and investments in the Revenue Fund, the Bond Fund, the Mandatory Amortization Fund, the Optional Redemption Fund, the Reserve Fund, and the Project Fund and other funds comprising the Trust Estate are trust funds not subject to assignment by the Corporation or execution, attachment, or garnishment by any creditor of the Corporation.

Section 6.11 Financial Covenants.

(a) Additional Debt, Liens. The Corporation shall not create, issue, incur, make or guaranty any additional indebtedness of any kind or character creating or purporting to grant or create a lien, pledge or security interest on any of its assets including its leasehold interests in the Casino Facility, except for Permitted Encumbrances defined in the Security Agreement without the prior written consent of the holders of at least 51% of the outstanding principal amount of the Series 2008 Bonds.

(b) No Additional Lock-Box Agreements. The Corporation covenants that it will not enter into any depository agreement, escrow agreement, or any other so-called "lock-box" agreement that creates or purports to create a possessory lien, pledge or security interest on a parity with or of equal rank to the pledge and security interest in the Pledged Revenues granted under the Indenture.

(c) Continued Ownership and Maintenance of Casino Facility. The Corporation will continue to own and operate the Casino Facility at substantially the level contemplated by the Tribal-State Compact. In addition, the Corporation must maintain, repair and preserve the Casino Facility and all of the properties that are used or useful in the operation of the Casino Facility in good working order and condition, free from all liens on the revenues or the physical properties thereof, other than the liens described in this Indenture, and will not sell or otherwise dispose of any capital assets of the Casino Facility except at fair market value, and will use the proceeds of any such sale or disposition to procure other capital assets of equal usefulness for the purposes of the Casino Facility.

(d) Gaming Compliance/Termination. At all times the Corporation must comply and cause the Casino Facility to comply with all terms and conditions of the Tribal-State Compact, the Gaming Code and the Gaming Regulations, the violation of which would materially impair the conduct of gaming presently permitted or purported to be authorized by the Tribal-State Compact at the Casino Facility or which would materially reduce Pledged Revenues otherwise available from the Casino Facility. In addition, all payments required to be made to the State of Wisconsin by the terms of the Tribal-State Compact shall be promptly and timely made in full, except such payments shall not be required to be made to the State of Wisconsin to the extent such payments are either (i) determined by a court of law or arbitration panel to be unlawful or not otherwise required to be made for any reason, or (ii) are timely made to a segregated bank account, and, in either case, provided that a written opinion is delivered to the Trustee in form and

substance acceptable to the Trustee and from legal counsel, stating in effect that the failure to pay such payments to the State of Wisconsin will not permit the State of Wisconsin, the United States of America, or any agency, instrumentality, or person acting on behalf of the foregoing, to lawfully terminate or prevent gaming presently authorized or purported to be authorized by the Tribal-State Compact to be conducted at the Casino Facility.

Additionally, within fifteen (15) days after learning thereof, the Corporation shall notify the Trustee and the Bondholder Representative, in writing of any termination, revocation, suspension or limitation or proposed or threatened termination, revocation, suspension or limitation by any Government Authority of the authority of the Corporation to operate the Casino Facility as a Class II and Class III gaming facility in accordance with its Tribal-State Compact with the State of Wisconsin.

Section 6.12 Notice of Non-Compliance Letters. The Corporation shall provide written notice to the Trustee and the Bondholder Representative within 15 days of receipt thereof of any enforcement notices or non-compliance letters received from the NIGC, the State of Wisconsin or other regulatory agencies having jurisdiction over the Casino Facility.

Section 6.13 Insurance. The Corporation shall maintain liability, casualty and other insurance with respect to the Casino Facility (subject to customary deductibles and retention) with responsible insurance companies in such amounts and against such risks as are carried by responsible companies engaged in similar businesses and owning similar assets and, in any event, (a) workers' compensation insurance, to the extent required to comply with all applicable state, Tribe and United States laws and regulations, (b) comprehensive general liability insurance with minimum limits of \$1,000,000, (c) umbrella liability insurance providing excess liability coverages over and above the foregoing underlying insurance policies up to a minimum limit of \$15,000,000, (d) property insurance protecting the Casino Facility for possible damage by fire, lightening, wind-storm other damage, vandalism, riot, earthquake, civil commotion, malicious mischief, hurricane and such other risks and hazards as are from time to time covered by an "all risk" policy or a property policy covering "special" causes of loss. Such insurance shall provide coverage of not less than 100% of actual replacement value (as determined at each policy renewal based on the F.W. Dodge Building Index or some other recognized means) of any improvements with a deductible no greater than \$500,000 (other than earthquake or flood insurance, for which the deductible may be up to 5% of the replacement value), and (e) all risk business interruption insurance, including extra expense and extended indemnity, and increased cost of operation insurance for full recovery of any actual loss in net income sustained for a period of one year.

Section 6.14 Accounts Payable. The Corporation shall maintain an accounts payable balance (as shown on the most recent monthly financial statements furnished pursuant to Section 6.07 hereof) that does not exceed 45 days of Operating Expenses for the immediately preceding 12 calendar months.

Section 6.15 Distributions to the Tribe. The Corporation shall not make any distributions to the Tribe if an Event of Default has occurred and remains uncured. Furthermore, the Corporation shall not make any distributions to the Tribe during any calendar month unless (a) the amounts required to be deposited to the funds and accounts under sub-paragraphs (a) through (g) of Section 5.01 have been satisfied, (b) the Corporation is in compliance with the Accounts Payable Covenant, and (c) the Corporation is in compliance with the Liquidity Covenant and will be in compliance with the Liquidity Covenant after giving effect to such distribution.

Section 6.16 Rating Covenants. (i) Within sixty days of receiving a request by or on behalf of the holders of at least 51% of the outstanding principal amount of the Series 2008 Bonds, the Corporation shall use its reasonable best efforts to apply for and cause the Series 2008 Bonds to be assigned a public credit rating by one or more nationally recognized rating agencies as selected by the Corporation and shall thereafter use its reasonable best efforts to maintain such rating or ratings as long as the Series 2008 Bonds are outstanding; and (ii) upon defeasance of the Series 2008 Bonds pursuant to Section 11.01 hereof, the Corporation shall use its best efforts to obtain a rating of "AAA" or its equivalent on the defeased Series 2008 Bonds from a nationally recognized rating agency selected by the holders of not less than 75% of the outstanding principal amount of the Series 2008 Bonds.

Section 6.17 Audit of Tribe. Pursuant to Section 6.07, the Corporation shall provide a copy of the annual audited financial statements of the Tribe to the Trustee, the Bondholder Representative, and any Holder of the Bonds upon request, for the preceding fiscal year, including a balance sheet, operating statements, and a cash flow statement, examined by an Independent certified public accountant. If upon completion of such audit, the Independent accountant can not render an unqualified opinion, such an event shall constitute an Event of Default as provided in Section 8.01(i) hereof.

Section 6.18 Capital Expenditures. During any fiscal year the Corporation shall not incur capital expenditures that exceed 25% of the prior fiscal year's capital expenditures without receiving the written consent of the Holders of not less than 51% of the outstanding principal amount of the Series 2008 Bonds, which consent will not be unreasonably withheld.

Section 6.19 Management Consultant. If the Debt Service Coverage Ratio falls below 2.00 to 1 and, if required in writing by the Holders of not less than 51% of the outstanding principal amount of the Series 2008 Bonds, the Corporation will promptly retain an Independent management consultant with sufficient experience in and knowledge of the gaming industry approved by the Bondholder Representative. Such Independent management consultant shall conduct a review and provide a report, a copy of which shall be provided to the Trustee, the Bondholder Representative, and any Holder of the Bonds upon request, which make recommendations as to improving the operations and cash flow of the Casino Facility. The Corporation agrees to use its best efforts to implement the recommendations of the management consultant within ninety (90) days from the date that the final management consultant report is delivered to the Corporation.

Section 6.20 Replacement of Key Management Personnel. The Corporation agrees that it will not replace or remove and will not permit the replacement or removal of the Casino Facilities' General Manager, Controller, or Chairman or Executive Director of the Gaming Commission for any reason without first obtaining the prior written consent of 51% of the Holders of the Bonds.

Section 6.21 Liquidity. The Corporation shall maintain cash and unrestricted funds in its accounts, other than any Deposit Account or any of the funds and accounts maintained under this Indenture, in an amount not less than eighty percent of the then effective Operating Reserve Requirement in order to pay its monthly Operating Expenses and meet its Current Cash Requirements. As a condition to closing, the Corporation shall certify that as of the Closing Date, it is in compliance with this Liquidity Covenant, which will not be less than \$3,900,000.

Section 6.22 Casino Facility Leases. The Corporation will not agree to any cancellation or termination of the land leases granted by the Tribe to the Corporation with respect to the land on which the casino, hotel and convention center comprising the Casino Facility are located nor will it agree to any amendment of said leases without first obtaining the prior written consent of 51% of the Holders of the Bonds. The Corporation will not pledge or place a lien on its leasehold interests in the Casino Facility.

Section 6.23 Investments; Loans. Without the prior written consent of not less than 51% of the Holders of the Bonds, the Corporation will not make any investments in, advance funds or make loans to any other party including the Tribe and any tribal entity.

Section 6.24 Notice of Certain Matters. The Corporation shall give notice to the Trustee and the Bondowner Representative, within 7 days of the Corporation's actual knowledge thereof, of each of the following:

(a) any litigation or claim of any kind affecting or relating to the Corporation or to the Tribe involving an amount in excess of \$50,000.00, and any litigation or claim of any kind that might subject the Corporation to liability in excess of \$50,000.00, whether covered by insurance or not;

(b) any documents filed with the Department of Interior challenging any tribal election;

(c) the creation or imposition of any mechanic's lien, materialmen's lien or other lien against the Casino Facility unless the Corporation shall post statutory bonds or other security satisfactory to the Bondowner Representative sufficient to cause the removal of such lien;

(d) the occurrence of any dispute between the Corporation and any Government Authority relating to the Casino Facility, the adverse determination of which might materially affect the Casino Facility;

(e) the occurrence of any threat or commencement of proceedings in condemnation or eminent domain relating to the Corporation's ownership of the Casino Facility;

(f) the occurrence of any Event of Default or event which, with the giving of notice or the passage of time or both, would constitute an Event of Default;

(g) the occurrence of any other event or condition causing a material adverse change in the financial condition or operations of the Corporation, or in the physical condition of the Casino Facility;

(h) any written communication that the Corporation may receive from any governmental, judicial or legal authority, giving notice of any claim or assertion that the Casino Facility fails in any material respect to comply with any applicable governmental law;

(i) any notice of the filing of any lien or attachment by any Government Authority on any of the assets of the Corporation.

Section 6.25 Representations and Warranties. The Corporation makes the representations and warranties set forth in Exhibit D attached hereto all of which are incorporated herein by this reference.

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ARTICLE VII

Application of Insurance Proceeds

Section 7.01 Application of Certain Insurance Proceeds. The Corporation hereby covenants that, upon any event of damage to or destruction of the Casino Facility, it shall, as soon as reasonably practicable, and in any case within 180 days after the event causing the damage or destruction, elect to use the Net Proceeds of any fire, casualty, or hazard insurance received in connection therewith either to rebuild and restore the Casino Facility or to redeem outstanding Bonds in accordance with the relevant provisions of Article III hereof; provided however, that if the Corporation is not receiving business interruption insurance proceeds sufficient to meet the monthly principal and interest deposits required pursuant to Sections 5.01(c) and 5.01(d), the holders of a majority of interest of the Bonds may require the Corporation to apply all insurance proceeds towards an extraordinary mandatory redemption of the Bonds. All Net Proceeds shall be deposited into a special fund maintained by the Trustee to be known as the "Insurance Proceeds Fund." In the event the Corporation elects to rebuild and restore the Casino Facility, it shall furnish to the Trustee (within 30 days after settlement of any claim or notification of condemnation) plans for rebuilding and restoring the Casino Facility, accompanied by a certificate of an architect or other qualified expert estimating the reasonable cost of rebuilding and restoring the Casino Facility. If the Corporation determines that the Net Proceeds and any estimated investment earnings thereon are not sufficient to rebuild and restore the Casino Facility at the cost estimated, the Corporation shall provide funds to make up for any insufficiency which shall be deposited into the Insurance and Condemnation Proceeds Fund. Moneys in the Insurance and Condemnation Proceeds Fund shall be disbursed by the Trustee to pay for the costs of rebuilding and restoring the Casino Facility upon written requisition of the Corporation signed by an Authorized Representative.

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ARTICLE VIII

Events of Default; Remedies

Section 8.01 Events of Default. Each of the following events is hereby defined as, and is declared to be and to constitute, an "Event of Default":

(a) If payment of the principal of any of the Bonds, or any premium thereon, when the same shall become due and payable, whether at maturity or proceedings for redemption, declaration or otherwise shall not be made; or

(b) If payment of any interest on the Bonds when the same shall become due and payable (in which case interest shall be payable to the extent permitted by law on any overdue installments of interest, in each case at the interest rate borne by the Bonds in respect of which such interest is overdue) shall not be made; or

(c) If the Corporation fails to observe or perform, in any material respect, any covenant, condition, agreement or provision of Sections 5.01, 6.01, 6.02, 6.05, 6.06, 6.07, 6.08, 6.09, 6.10, 6.11, 6.12, 6.13, 6.15, 6.18, 6.20, 6.22 or 13.02 of this Indenture on its part to be observed or performed; or

(d) If the Corporation shall default in the due and punctual performance of any of the other covenants, conditions, agreements and provisions contained in the Bonds or in this Indenture, or in any indenture supplemental hereto on the part of the Corporation to be performed, and such default shall have continued for a period of 60 days after written notice, specifying such default and requiring the same to be remedied, shall have been given to the Corporation by the Trustee, or after such notice is given to the Trustee and the Corporation by the Holders of not less than twenty-five per cent (25%) in principal amount of the Bonds then outstanding; provided, however, if the Default can be remedied but not within a period of 60 days after notice and if the Corporation has taken all action reasonably possible to remedy such Default within such 60 day period, the Default shall not become an Event of Default for so long as the Corporation shall diligently proceed to remedy such Default in accordance with any directions or limitations of time given by the Trustee; the Corporation shall use its best efforts to remedy with all reasonable dispatch any cause or causes preventing the Corporation from performing said covenant, condition, agreement or provision; or

(e) If there is an "Event of Default" under the Security Agreement, as defined therein; or

(f) If the Corporation shall fail to obtain the prior written consent of at least 51% of the Holders of the Bonds to the replacement of certain key employees as provided in Section 6.20 hereof; or

(g) If the Corporation or the Tribe files a petition in voluntary bankruptcy, for the composition of its affairs or for its reorganization under any state or federal bankruptcy or insolvency law, or makes an assignment for the benefit of creditors, or consents in

writing to the appointment of a trustee or receiver for itself or for the whole or any substantial part of its property; or

(h) If a court of competent jurisdiction shall enter an order, judgment or decree declaring the Corporation or the Tribe an insolvent, or adjudging the Corporation bankrupt, or appointing a trustee or receiver of the Corporation or the Tribe or of the whole or any substantial part of its property under any applicable law or statute of the United States of America or any State thereof, and such order, judgment or decree shall not be vacated or set aside or stayed within 60 days from the date of the entry thereof; or

(i) If, under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the Corporation or the Tribe or of the whole or any substantial part of its property, and such custody or control shall not be terminated within 60 days from the date of assumption of such custody or control; or

(j) If there is any termination, revocation or suspension, or notice thereof, by any Government Authority (including the NIGC or the State of Wisconsin) of the authority of the Corporation to operate the Casino Facility as a Class II and Class III gaming facility in accordance with its Tribal-State Compact with the State of Wisconsin; or

(k) If the Independent accountant auditing the financial statements of the Tribe is unable to render an unqualified opinion upon conclusion of the audit performed pursuant to Section 6.17 hereof; or

(l) If any final judgment shall be entered against the Corporation in an amount exceeding \$500,000 and shall remain outstanding and unsatisfied or unstayed after 60 days from the date of entry thereof; or

(m) The failure of any representation or warranty of the Corporation in this Indenture or in any other document executed by the Corporation in connection with the issuance of the Bonds and the continuation of such failure for fifteen (15) days after written notice to the Corporation from the Trustee requesting that the Corporation cure such failure; or

(n) If any government lien or attachment in excess of \$100,000 is filed against any assets of the Corporation and such lien or attachment is not released and terminated within fifteen (15) days or unless the execution on such lien or attachment is stayed pending any contest thereon; or

(o) If the Casino Facility ceases operation for any reason for more than fourteen (14) days unless the Corporation's business interruption insurance is fully effective with respect to the interruption in operations; or

(p) If an event of default under the Tribal Agreement has occurred and is continuing.

Section 8.02 Acceleration of Maturity; Other Remedies. Upon the occurrence of an Event of Default, the Trustee may, and upon written request of the Holders of twenty-five percent (25%) in aggregate principal amount of Bonds outstanding hereunder shall, by notice in writing delivered to the Corporation declare the principal of all Bonds hereby secured then outstanding and the interest accrued thereon immediately due and payable, and such principal and interest shall thereupon become and be immediately due and payable subject, however, to the right of the Holders of a majority in aggregate principal amount of Bonds then outstanding hereunder, by written notice to the Corporation and to the Trustee, to annul such declaration and destroy its effect at any time if all covenants with respect to which default shall have been made shall be fully performed or made good, and all arrears of interest upon all Bonds outstanding hereunder and the reasonable expenses and charges of the Trustee, its agent and attorneys, and all other indebtedness secured hereby (except the principal of any Bonds which have not then attained their stated maturity and interest accrued on such Bonds since the last interest payment date) shall be paid, or the amount thereof shall be paid to the Trustee for the benefit of those entitled thereto.

If an Event of Default occurs under Section 8.01(a), (b), (h) or (j) the Holders of not less than 51% of the outstanding principal amount of the Series 2008 Bonds shall have the right to require, in writing, the Corporation to hire new management and shall have the right to consent, in writing, to the management personnel and/or company that the Corporation recommends as replacement management.

If the Corporation fails to pay the principal of and interest due on the Series 2008 Bonds at maturity on October 1, 2012: (i) the Corporation shall be required to apply 100% of the Corporation's earnings before depreciation, amortization, interest and taxes toward payment of principal and interest on the Series 2008 Bonds, (ii) a default rate of interest equal to fifteen percent (15%) per annum shall apply to the principal balance of all outstanding Series 2008 Bonds, and (iii) the guaranty of the Tribe under the Tribal Agreement shall become effective and the Trustee may enforce its rights thereunder.

Section 8.03 Enforcement of Covenants and Conditions. In any case of Default or breach of any of the covenants and conditions of this Indenture, or to protect the Trust Estate, the Trustee, anything herein contained to the contrary notwithstanding and without any request from any Bondholder (subject, however, to the provisions of Section 8.07 hereof), may take such action or actions for the enforcement of its rights and the rights of the Bondholders as due diligence, prudence and care would require and to pursue the same with like diligence, prudence and care.

Upon the happening and continuance of an Event of Default, the Trustee may, and shall upon the written request of the Holders of not less than twenty-five percent (25%) in aggregate principal amount of outstanding Bonds, proceed forthwith by suit or suits at law or in equity or by any other appropriate remedy to enforce payment of the Bonds, to enforce application to such payment of the funds, revenues and income pledged and appropriated thereto by this Indenture and by the Bonds, and to enforce any such other appropriate legal or equitable remedy as the Trustee, being advised by counsel, shall deem most effectual to protect and enforce any of its rights or any of the rights of the Bondholders. Notwithstanding the foregoing, the Trustee need not proceed upon any such written request of the Bondholders, as aforesaid, unless such

Bondholders shall have offered to the Trustee security and indemnity satisfactory to it against the costs, expenses and liabilities to be incurred therein or thereby.

Section 8.04 Appointment of Receivers. Upon the occurrence of an Event of Default, and upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Trustee and the Holders of Bonds under this Indenture, the Trustee shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the Trust Estate and of the revenues, issues, payments and profits thereof, pending such proceedings, with such powers as the court making such appointment shall confer.

Section 8.05 Application of Moneys. All moneys received by the Trustee pursuant to any right given or action taken under the provisions of this Indenture shall, after payment of the cost and expenses of the proceedings resulting in the collection of such moneys and of the expenses, liabilities and advances incurred or made by the Trustee, be deposited in the Bond Fund, and all moneys on deposit in the Bond Fund and any other Fund then maintained under this Indenture shall be applied as follows:

(a) Unless the principal of all the Bonds shall have become or shall have been declared due and payable, all such moneys shall be applied:

FIRST: To the payment to the persons entitled thereto of all installments of interest (including past due interest) then due on the Bonds, 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 particular installment, then to the payment ratably, according to the amounts due on such installment, to the persons entitled thereto, without any discrimination or privilege; and

SECOND: To the payment to the persons entitled thereto of the unpaid principal of any of the Bonds which shall have become due (other than Bonds called for redemption for the payment of which moneys are held pursuant to the provisions of this Indenture), and, if the amount available shall not be sufficient to pay in full Bonds due on any particular date, then to the payment ratably, according to the amount of principal due on such date, to the persons entitled thereto without any discrimination or privilege.

(b) If the principal of all the Bonds shall have become due or shall have been declared due and payable, all such moneys shall be applied to the payment of the principal and interest then due and unpaid upon the Bonds, without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment of interest, or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the persons entitled thereto without any discrimination or privilege.

(c) If the principal of all the Bonds shall have been declared due and payable, and if such declaration shall thereafter have been rescinded and annulled under the provisions of this Article, then, subject to the provisions of paragraph (b) of this Section in the event that the principal of all the Bonds shall later become due or be declared due and payable,

the moneys shall be applied in accordance with the provisions of paragraph (a) of this Section.

Whenever moneys are to be applied by the Trustee pursuant to the provisions of this Section 8.05, such moneys shall be applied by it at such times, and from time to time, as the Trustee shall determine, having due regard to the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. Whenever the Trustee shall apply such funds, it shall fix the date (which shall be an interest payment date unless it 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 dates shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date, and shall not be required to make payment to the holder of any unpaid Bond until such Bond shall be presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

Whenever all Bonds and interest thereon have been paid under the provisions of this Section and all expenses and charges of the Trustee have been paid, any balance remaining shall be paid to the persons entitled to receive the same; if no other person shall be entitled thereto, then the balance shall be paid to the Corporation as its interests may appear.

Section 8.06 Right of Trustee to Act Without Possession of Bonds. All rights of action (including the right to file proof of claim) under this Indenture or the Bond Resolution, or under any of the Bonds, may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceeding relating thereto, and any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee, without the necessity of joining as plaintiffs or defendants any Holders of the Bonds hereby secured, and any recovery of judgment shall be for the equal benefit of the Holders of the outstanding Bonds.

Section 8.07 Power of Majority of Bondholders. Anything in this Indenture to the contrary notwithstanding, the Holders of a majority in aggregate principal amount of Bonds outstanding hereunder shall have the right, at any time, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the method and place of conducting all proceedings to be taken under this Indenture and the Bond Resolution; provided that such direction shall not be otherwise than in accordance with the provisions of law and that the Trustee shall be indemnified as provided in Section 9.06.

Section 8.08 Limitation on Suits by Bondholders. No Holder of any Bond shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of this Indenture, or for the execution of any trust hereof or for any other remedy hereunder, unless a Default has occurred of which the Trustee has been notified or of which it is deemed to have notice; nor unless also such Default shall have become an Event of Default and the Holders of twenty-five percent (25%) in aggregate principal amount of Bonds outstanding hereunder shall have made written request to the Trustee and shall have offered it reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name; nor unless also they shall have offered to the Trustee indemnity as provided hereinafter; and 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 of this Indenture, and to any action or cause of action for enforcement or for any other remedy hereunder; it being understood and intended that no one or more Holders of the Bonds shall have any right in any manner whatsoever to affect, disturb, or prejudice the lien of this Indenture by his or their action or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal benefit of the Holders of all Bonds outstanding hereunder. Nothing in this Indenture contained shall, however, affect or impair the right of any Bondholder, which is absolute and unconditional, to enforce and bring suit for the payment of the principal of and interest on any Bond at and after the maturity thereof or the obligations of the Corporation to pay the principal of and interest on each of the Bonds issued hereunder to the respective Holders thereof at the time and place in said Bonds expressed, in accordance with the terms of the Bonds.

Section 8.09 Waiver by Bondholders. The Trustee, upon the written request of the Holders of not less than a majority in aggregate principal amount of the Bonds at the time outstanding hereunder, shall waive any Event of Default hereunder and its consequences, except an Event of Default in the payment of the principal of the Bonds at the date of maturity specified therein; provided, however, that an Event of Default in the payment of interest on the Bonds shall not be waived unless, prior to such waiver, all arrears of interest, and all expenses of the Trustee shall have been paid or shall have been provided for by deposit with the Trustee of a sum sufficient to pay the same. In case of any such waiver, the Corporation, the Trustee and the Holders of the Bonds shall be restored to their former positions and rights hereunder respectively. No such waiver shall extend to any subsequent or other Default or any Event of Default or impair any right consequent thereon.

Section 8.10 Remedies Cumulative, Delay Not To Constitute Waiver. No remedy by the terms of this Indenture or the Bond Resolution conferred upon or reserved to the Trustee (or to the Bondholders) is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

No delay or omission to exercise any right or power accruing upon any Default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such Default or Event of Default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient.

No waiver of any Default or Event of Default hereunder, whether by the Trustee or by the Bondholders, shall extend to or shall affect any subsequent Default or Event of Default or shall impair any rights or remedies consequent thereon.

Section 8.11 Restoration of Rights Upon Discontinuance of Proceedings. In case the Trustee or Bondholders shall have proceeded to enforce any right under this Indenture and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Trustee or Bondholders, then and in every such case the Corporation, the Trustee and the Bondholders shall be restored to their former positions and rights hereunder with respect to the Trust Estate, and all rights, remedies and powers of the Trustee or Bondholders shall continue as if no such proceedings had been taken.

Section 8.12 Consent to Enter Trust Lands. The Corporation hereby grants to the Trustee, or any agent of the Trustee, the right at any time to enter upon the trust lands of the Tribe for the purpose of inspecting the tangible personal property comprising the Trust Estate and the Collateral (as defined in the Security Agreement) and repossessing and removing the same from said trust lands when the Trustee is authorized to do so under this Indenture or the Security Agreement; provided that any such inspection shall be performed upon notice to the Corporation and any such removal shall be conducted in conformity with any applicable NIGC rules and regulations.

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ARTICLE IX

Concerning the Trustee

Section 9.01 Acceptance of Trust and Prudent Performance Thereof. The Trustee, prior to the occurrence of an Event of Default and after the curing of all such Events of Default as may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Indenture. The Trustee shall during the existence of any such Event of Default (which has not been cured) exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in its exercise, as a prudent man would exercise or use under the circumstances in the conduct of his own affairs.

The Trustee shall not be required to take notice or be deemed to have notice of any Default or Event of Default hereunder except Default in the deposits or payments specified, or failure by the Corporation to file with it any of the documents required, unless the Trustee shall be specifically notified in writing of such Default or Event of Default by the Corporation or by the Holders of at least twenty-five percent (25%) in aggregate principal amount of Bonds outstanding hereunder, and all notices or other instruments required by this Indenture to be delivered to the Trustee must, in order to be effective, be delivered at the office of the Trustee, and in the absence of such notice so delivered, the Trustee may conclusively assume that there is no Default or Event of Default except as aforesaid.

No provision of this Indenture shall be construed to relieve the Trustee from liability for its own negligent action, its own negligent failure to act, or its own willful misconduct, except that

(a) prior to such an Event of Default hereunder, and after the curing of all such Events of Default which may have occurred:

(1) the duties and obligations of the Trustee shall be determined solely by the express provisions of this Indenture, and the Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth in this Indenture, and no implied covenants or obligations shall be read into this Indenture against the Trustee; and

(2) in the absence of bad faith on the part of the Trustee, the Trustee may conclusively rely, as to the truth of the statements and to the correctness of the opinions expressed therein, upon any certificate or opinion furnished to the Trustee conforming to the requirements of this Indenture; but in the case of any such certificate or opinion which by any provision hereof is specifically required to be furnished to the Trustee, the Trustee shall be under a duty to examine the same to determine whether or not it conforms to the requirements of this Indenture; and

(b) at all times, regardless of whether or not any such Event of Default shall exist:

(1) the Trustee shall not be liable for any error of judgment made in good faith by a Responsible Officer or Officers of the Trustee unless it shall be proved that the Trustee was grossly negligent in ascertaining the pertinent facts, and

(2) the Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Holders of not less than a majority in aggregate principal amount of all the Bonds at the time outstanding relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee under this Indenture.

None of the provisions contained in this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur individual financial liability in the performance of any of its duties or in the exercise of any of its rights or powers if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

Section 9.02 Trustee May Rely Upon Certain Documents and Opinions. Except as otherwise provided in Section 8.01,

(a) the Trustee may rely and shall be protected in acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, bond, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties;

(b) any request, direction, election, order, certification or demand of the Corporation shall be sufficiently evidenced by an instrument signed by the Authorized Representative (unless otherwise in this Indenture specifically prescribed), and any resolution of the Corporation may be evidenced to the Trustee by a Certified Resolution;

(c) the Trustee may consult with counsel and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance with the opinion of such counsel; and

(d) whenever, in the administration of the trusts of this Indenture, the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of gross negligence or bad faith on the part of the Trustee, be deemed to be conclusively proved and established by a Certificate of the Corporation and such Certificate of the Corporation shall, in the absence of gross negligence or bad faith on the part of the Trustee, be full warrant to the Trustee for any action taken or suffered by it under the provisions of this Indenture upon the faith thereof.

Section 9.03 Trustee Not Responsible for Indenture Statement or Validity. The Trustee shall not be responsible for any recital or statement herein, or in the Bonds (except in

respect of the Certificate of the Trustee endorsed on Bonds), or for the validity of the execution by the Corporation of this Indenture or the validity or execution of the Bond Resolution or of any supplemental instrument, or for the sufficiency of the security of the Bonds issued hereunder or intended to be secured hereby, or for the value or title of any of the Trust Estate, or otherwise as to the maintenance of the security hereof; and the Trustee shall not be bound to ascertain or inquire as to the performance or observance of any covenant, condition or agreement on the part of the Corporation except as herein set forth, but the Trustee may require of the Corporation full information and advice as to the performance of the covenants, conditions and agreements aforesaid and of the condition of the physical property included in the Trust Estate. The Trustee shall not be accountable for the use of any Bonds authenticated or delivered hereunder.

Section 9.04 Limits on Duties and Liabilities of Trustee. The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty of the Trustee and the Trustee shall be answerable only for its own gross negligence or willful misconduct. The Trustee shall not be required to give any bond or surety in respect of the execution of the said trusts and powers or otherwise in respect of the premises.

Section 9.05 Money Held in Trust. Money held by the Trustee hereunder is held in trust but need not be segregated from other funds except to the extent required by law. The Trustee shall be under no liability for interest on any money received by it hereunder except as otherwise agreed with the Corporation.

Section 9.06 Obligation of Trustee. The Trustee shall be under no obligation to institute any suit, or to take any proceeding under this Indenture, or to enter any appearance or in any way defend in any suit in which it may be defendant, or to take any steps in the execution of the trusts hereby created or in the enforcement of any rights and powers hereunder, until it shall have reasonable grounds for believing that repayment of all costs and expenses, outlays and counsel fees and other reasonable disbursements in connection therewith and adequate indemnity against all risk and liability is reasonably assured to it; the Trustee may, nevertheless, begin suit, or appear in and defend suit, or do anything else in its judgment proper to be done by it as such Trustee, without assurance of reimbursement or indemnity, and in such case the Trustee shall be reimbursed for all costs and expenses, outlays and counsel fees and other reasonable disbursements properly incurred in connection therewith. If the Corporation shall fail to make such reimbursement, the Trustee may reimburse itself from any moneys in its possession under the provisions of this Indenture and shall be entitled to a preference therefor over any of the Bonds outstanding hereunder.

Section 9.07 Notice to Bondholders, etc. The Trustee shall give to the Holders of the Bonds written notice of all Events of Default known to the Trustee by virtue of actual knowledge of a Responsible Officer, within 15 days after the occurrence of the Event of Default unless such Event of Default shall have been cured before the giving of such notice; provided that, except in the case of Events of Default in the payment of principal or interest on any of the Bonds, the Trustee shall be protected in withholding such notice if and so long as its board of directors, an executive committee or trust committee of directors or chief executive officer of the Trustee in good faith determines that the withholding of such notice is in the interest of the Bondholders; and further provided that no such notice shall be given unless and until any Default becomes an Event of Default.

Section 9.08 Intervention in Judicial Proceedings. In any judicial proceeding to which the Corporation is a party and which, in the opinion of the Trustee has a substantial bearing on the interest of owners of Bonds issued hereunder, the Trustee may intervene on behalf of Bondholders and shall do so if requested in writing by the owners of at least twenty-five percent (25%) in aggregate principal amount of Bonds outstanding hereunder. The rights and obligations of the Trustee under this Section are subject to the approval of the court having jurisdiction in the premises.

Section 9.09 Further Investigation by Trustee. The resolutions, opinions, certificates and other instruments provided for in this Indenture may be accepted by the Trustee as conclusive evidence of the facts and conclusions stated therein and shall be in full warrant, protection and authority to the Trustee for its actions hereunder; but the Trustee may, in its unrestricted discretion, and shall, if requested in writing so to do by the Holders of not less than twenty-five percent (25%) in aggregate principal amount of Bonds outstanding hereunder, cause to be made such independent investigation as it may see fit, and in that event may decline to release any property, or pay over cash, or take other action unless satisfied by such investigation of the truth and accuracy of the matters so investigated. The expense of such investigation shall be paid by the Corporation, or, if paid by the Trustee, shall be repaid to it, with interest at a rate equal to 10.00% per annum by the Corporation or from the Trust Estate.

Section 9.10 Trustee to Retain Financial Records. The Trustee shall retain all financial records furnished by the Corporation in accordance with this Indenture so long as any of the Bonds shall be outstanding.

Section 9.11 Compensation of Trustee. All advances, counsel fees and other expenses reasonably made or incurred by the Trustee in and about the execution of the trust hereby created and reasonable compensation to the Trustee for its services, including extraordinary fees, in the premises shall be paid by the Corporation. The compensation of the Trustee shall not be limited to or by any provision of law in regard to the compensation of trustees of an express trust. If not paid by the Corporation, the Trustee shall have a first lien, with right of payment prior to payment on account of interest or principal of any Bond issued hereunder, for reasonable compensation, expenses, advances and counsel fees incurred in and about the execution of the trusts hereby created and exercise and performance of the powers and duties of the Trustee hereunder and the cost and expense incurred in defending against any liability in the premises of any character whatsoever (unless such liability is adjudicated to have resulted from the negligence or willful default of the Trustee).

Section 9.12 [Intentionally Omitted].

Section 9.13 Appointment of Trustee. There shall at all times be a trustee hereunder which shall be an association or a corporation organized and doing business under the laws of the United States or any State thereof, authorized under such laws to exercise corporate trust powers, having a combined capital, surplus and undivided profits of at least Ten Million Dollars, and subject to supervision or examination by Federal or State authority. If such association or corporation publishes reports of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this Section the combined capital, surplus and undivided profits of such corporation shall be deemed to be its combined capital as set forth in its most recent report of condition so published. In case at any time the Trustee shall cease to be eligible in accordance with the provisions of this Section, and another association or corporation is eligible, the Trustee shall resign immediately in the manner and with the effect specified in Section 9.16 hereof.

Section 9.14 Merger of Trustee. Any corporation or national banking association into which the Trustee may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its trust business and assets as a whole or substantially as a whole, or any corporation or national banking association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, ipso facto, shall be and become successor trustee hereunder and vested with all of the title to the Trust Estate and all the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

Section 9.15 Resignation or Removal of Trustee. The Trustee may resign and be discharged from the trusts created by this Indenture by giving to the Corporation 30 days' notice in writing, and to the Bondholders notice by certified or registered mail at their registered addresses as set forth on the registration records maintained hereunder by the Trustee of such resignation, specifying a date when such resignation shall take effect. Such resignation shall take effect on the day specified in such notice unless previously a successor trustee shall have been appointed by the Bondholders as hereinafter provided, in which event such resignation shall take effect immediately on the appointment of such successor trustee.

Any Trustee hereunder may be removed at any time by an instrument or instruments in writing, appointing a successor to the Trustee so removed, filed with the Trustee and executed by the Holders of a majority in principal amount of the Bonds hereby secured and then outstanding.

Section 9.16 Appointment of Successor Trustee. In case at any time the Trustee shall resign or shall be removed or otherwise shall become incapable of acting, or shall be adjudged a bankrupt or insolvent, or if a receiver of the Trustee or of its property shall be appointed, or if a public supervisory office shall take charge or control of the Trustee or of its property or affairs, a vacancy shall forthwith and ipso facto be created in the office of such Trustee hereunder, and a successor may be appointed by the Holders of a majority in principal amount of the said Bonds hereby secured and then outstanding by an instrument or instruments in writing filed with the Trustee and executed by such Bondholders, notification thereof being

given to the Corporation, but until a new Trustee shall be appointed by the Bondholders as herein authorized, the Corporation shall, subject to the provisions hereof, appoint a Trustee to fill such vacancy. After any such appointment by the Corporation, it shall cause notice of such appointment to be mailed within 30 days of such appointment to the registered Holders of the Bonds or to be published at least once within 30 days of such appointment in a financial journal, but any new Trustee so appointed by the Corporation shall immediately and without further act be superseded by a Trustee appointed in the manner above provided by the Holders of a majority in principal amount of said Bonds whenever such appointment by said Bondholders shall be made.

If, in a proper case, no appointment of a successor Trustee shall be made pursuant to the foregoing provisions of this Section within six months after a vacancy shall have occurred in the office of Trustee, the Holder of any Bond hereby secured or any retiring Trustee may apply to any court of competent jurisdiction to appoint a successor Trustee. Said court may thereupon, after such notice, if any, as such court may deem proper and prescribe, appoint a successor Trustee.

Section 9.17 Transfer of Rights and Property to Successor Trustee. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the Corporation an instrument in writing accepting such appointment hereunder, and thereupon such successor, without any further act, deed or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessor; but such predecessor shall, nevertheless, on the written request of the Corporation or of its successor execute and deliver an instrument transferring to such successor all the estate, properties, rights, powers and trusts of such predecessor hereunder, and every predecessor trustee shall deliver all securities and moneys held by it as Trustee hereunder to its successor. Should any assignment, conveyance or instrument in writing from the Corporation be required by any successor Trustee for more fully and certainly vesting in such successor Trustee the estates, rights, powers and duties hereby vested or intended to be vested in the predecessor Trustee, any and all such assignments, conveyances and instruments in writing shall, on request, be executed, acknowledged and delivered by the Corporation. The resignation of any Trustee and the instrument or instruments removing any Trustee and appointing a successor hereunder, together with all assignments, conveyances and other instruments provided for in this Article shall, at the expense of the Corporation, be forthwith filed and/or recorded by the successor Trustee in each recording office where the Indenture shall have been filed and/or recorded.

Section 9.18 Co-Trustee. At any time or times, for the purpose of meeting any legal requirements of any jurisdiction in which any part of the Trust Estate may at the time be located, the Corporation and the Trustee shall have power to appoint one or more persons approved by the Trustee either to act as co-trustee or co-trustees, jointly with the Trustee of all or any part of the Trust Estate, or to act as separate trustee or separate trustees of all or any part of the Trust Estate, and to vest in such person or persons, in such capacity, such title to the Trust Estate or any part thereof, and such rights, powers, duties, trusts or obligations as the Corporation and the Trustee may consider necessary or desirable, subject to the remaining provisions of this Section.

Upon the request of the Trustee or of the Holders of at least twenty-five per cent (25%) in aggregate principal amount of Bonds outstanding hereunder, the Corporation shall for such purpose join with the Trustee in the execution, delivery and performance of all instruments and agreements necessary or proper to appoint the co-trustee. If the Corporation shall not have joined in such appointment within fifteen (15) days after the receipt by it of a request so to do, or in case an Event of Default shall have occurred and be continuing, the Trustee alone shall have power to make such appointment.

The Corporation shall execute, acknowledge and deliver all such instruments as may be required by any such co-trustee or separate trustee for more fully confirming such title, rights, powers, trusts, duties and obligations to such co-trustee or separate trustee.

Every co-trustee or separate trustee shall, to the extent permitted by law but to such extent only, be appointed subject to the following terms, namely:

(a) The Bonds shall be authenticated and delivered and all rights, powers, trusts, duties and obligations by this Indenture conferred upon the Trustee in respect of the custody, control or management of moneys, papers, securities and other personal property shall be exercised solely by the Trustee.

(b) All rights, powers, trusts, duties and obligations conferred or imposed upon the trustees shall be conferred or imposed upon and exercised or performed by the Trustee, or by the Trustee and such co-trustees or separate trustee or separate trustees jointly, as shall be provided in the instrument appointing such co-trustee or co-trustees or separate trustee or separate trustees, except to the extent that, under the law of any jurisdiction in which any particular act or acts are to be performed, the Trustee shall be incompetent or unqualified to perform such act or acts, in which even such act or acts shall be performed by such co-trustee or co-trustees or separate trustee or separate trustees.

(c) Any request in writing by the Trustee to any co-trustee or separate trustee to take or to refrain from taking any action hereunder shall be sufficient warrant for the taking, or the refraining from taking, of such action by such co-trustee or separate trustee.

(d) Any co-trustee or separate trustee may delegate to the Trustee the exercise of any right, power, trust, duty or obligation, discretionary or otherwise.

(e) The Trustee at any time, by an instrument in writing, with the concurrence of the Corporation, may accept the resignation of or remove any co-trustee or separate trustee appointed under this Section and in case an Event of Default shall have occurred and be continuing, the Trustee shall have power to accept the resignation of, or remove, any such co-trustee or separate trustee without the concurrence of the Corporation. Upon the request of the Trustee, the Corporation shall join with the Trustee in the execution, delivery and performance of all instruments and agreements necessary or proper to effectuate such resignation or removal.

(f) No trustee hereunder shall be personally liable by reason of any act or omission of any other trustee hereunder.

(g) Any demand, request, direction, appointment, removal, notice, consent, waiver or other action in writing delivered to the Trustee shall be deemed to have been delivered to each such co-trustee or separate trustee.

(h) Any moneys, papers, securities or other items of personal property received by any such co-trustee or separate trustee hereunder shall forthwith, so far as may be permitted by law, be turned over to the Trustee.

Upon the acceptance in writing of such appointment by any such co-trustee or separate trustee, it or he shall be vested with such title to the Trust Estate or any part thereof, and with such rights, powers, duties and obligations, as shall be specified in the instrument of appointment jointly with the Trustee (except insofar as local law makes it necessary for any such co-trustee or separate trustee to act alone) subject to all the terms of this Indenture. Every such acceptance shall be filed with the Trustee. Any co-trustee or separate trustee may, at any time by an instrument in writing, constitute the Trustee its or his attorney-in-fact and agent, with full power and authority to do all acts and things and to exercise all discretion on its or his behalf and in its or his name.

In case any co-trustee or separate trustee shall die, become incapable of acting, resign or be removed, the title to the Trust Estate, and all rights, powers, trusts, duties and obligations of said co-trustee or separate trustee shall, so far as permitted by law, vest in and be exercised by the Trustee unless and until a successor co-trustee or separate trustee shall be appointed in the manner herein provided.

Section 9.19 Appointment of Successor or Alternate Paying Agents. In the event the initial Trustee shall also have been appointed paying agent for the Series 2008 Bonds, a successor Trustee shall become successor paying agent with respect to such Bonds unless otherwise provided in the instrument appointing such successor Trustee. If any paying agent other than the initial Trustee shall resign or become incapable of acting, or shall be removed under a supplemental indenture entered into pursuant to the terms hereof, the Trustee may appoint a successor paying agent which is a bank or association qualified by law to act as paying agent and which is willing to accept the office on reasonable and customary terms approved by the Authorized Representative. The Trustee may appoint successor paying agents. "Paying agent" as used in this Section refers to the a bank or association named in the recitals hereof where principal of and interest on Bonds may be paid.

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ARTICLE X

Concerning the Bondholders

Section 10.01 Execution of Instruments by Bondholders. Any request, direction, consent or other instrument in writing required by this Indenture to be signed or executed by Bondholders may be in any number of concurrent instruments of similar tenor and may be signed or executed by such Bondholders in person or by agent duly appointed by an instrument in writing. Proof of the execution of any such instrument and of the ownership of Bonds shall be sufficient for any purpose of this Indenture and shall be conclusive in favor of the Trustee with regard to any action taken by it under such instrument if made in the following manner:

(a) The fact and date of the execution by any person of any such instrument may be proved by the certificate of any officer in any jurisdiction who, by the laws thereof, has power to take acknowledgments of deeds to be recorded within such jurisdiction, to the effect that the person signing such instrument acknowledged to him the execution thereof, or by an affidavit of a witness to such execution.

(b) The ownership of Bonds shall be proved by the registration records maintained under the provisions of this Indenture.

Nothing contained in this Article shall be construed as limiting the Trustee to the proof above specified, it being intended that the Trustee may accept any other evidence of the matters herein stated which to it may seem sufficient.

Section 10.02 Waiver of Notice. Any notice or other communication required by this Indenture to be given by delivery, publication or otherwise to the Bondholders or any one or more thereof may be waived, at any time before such notice or communication is so required to be given, by a writing mailed or delivered to the Trustee by the Holder or Holders of all of the Bonds entitled to such notice or communication.

Section 10.03 Determination of Bondholder Concurrence. In determining whether the Holders of the requisite aggregate principal amount of Bonds have concurred in any demand, request, direction, consent or waiver under this Indenture, Bonds which are owned by the Corporation shall be disregarded and deemed not to be outstanding for the purpose of any such determination, provided that for the purpose of determining whether the Trustee shall be protected in relying on any such demand, request, direction, consent or waiver only Bonds which the Trustee knows to be so owned shall be disregarded. Bonds so owned which have been pledged in good faith may be regarded as outstanding for the purposes of this Section if the pledgee shall establish to the satisfaction of the Trustee the pledgee's right to vote such Bonds and that the pledgee is not a person directly or indirectly controlling or controlled by or under common control with the Corporation. In case of a dispute as to such right, any decision by the Trustee taken upon the advice of counsel shall be full protection to the Trustee.

Section 10.04 Bondholders' Meeting. A meeting of the Bondholders may be called at any time and from time to time for any of the following purposes:

(1) to give any notice to the Corporation or to the Trustee, or to give any direction to the Trustee, or to make any request of the Trustee, or to consent to the waiving of any default hereunder and its consequences, or to take any other action authorized to be taken by Bondholders pursuant to any of the provisions of Article VIII hereof;

(2) to remove the Trustee or appoint a successor Trustee pursuant to the provisions of Article IX hereof;

(3) subject to Article XII hereof, to consent to the execution of an indenture or indentures supplemental hereto;

(4) to take any other action authorized to be taken by or on behalf of the Holders of any percentage of the outstanding Bonds under any other provisions of this Indenture or under applicable law.

Any Bondholders' meeting may be called and held as follows:

(a) A meeting of Bondholders may be held at such place within the city where the Trustee has its principal office as the Trustee or, in case of its failure to act, the Corporation or Bondholders calling the meeting shall prescribe.

(b) Notice of every meeting of Bondholders, setting forth the time and place of such meeting and in general terms the action proposed to be taken at such meeting, shall be published at least three (3) times in a financial journal, the first publication to be not less than 20 nor more than 180 days prior to the date fixed for the meeting. At the time of the first publication of such notice, the Trustee shall also mail, postage prepaid, a copy of such notice to each owner of Bonds. Any failure of the Trustee to publish such notice, as described above, or any defect therein shall not, however, in any way impair or affect the validity of any such meeting.

(c) In case at any time the Corporation, pursuant to a Certified Resolution, or the Holders of at least ten percent (10%) in aggregate principal amount of the Bonds then outstanding, shall have requested the Trustee to call a meeting of the Bondholders, by written request setting forth in reasonable detail the action proposed to be taken at the meeting, and the Trustee shall not have made the first giving of the notice of such meeting within 20 days after receipt of such request, then the Corporation or the Holders of Bonds in the amount above specified may call such meeting to take any action authorized in this Section by giving notice thereof as provided in paragraph (b) of this Section.

(d) Only a Holder of one or more Bonds or a person appointed as proxy by an instrument in writing of such Holder shall be entitled to vote at or to participate with their counsel and the representatives of the Trustee or the Corporation in such meeting. Each Holder shall be entitled to one vote for each \$1,000 in principal amount of outstanding Bonds held.

(e) The Trustee or, in case of its failure to act, the Corporation or Bondholders calling or requesting the meeting, may make such reasonable regulations as it may deem

advisable for any meeting of Bondholders in regard to proof of the holding of Bonds and of the appointment of proxies and in regard to the appointment and duties of inspectors of votes, the submission and examination of proxies, certificates and other evidence of the right to vote, and such other matters concerning the conduct of the meeting as it shall deem appropriate.

(f) At any meeting of Bondholders, the presence of persons holding or representing Bonds in an aggregate principal amount sufficient under the appropriate provision of this Indenture to take action upon the business for the transaction of which such meeting was called shall constitute a quorum. Any meeting of Bondholders duly called pursuant to this Section may be adjourned from time to time by vote of the Holders (or proxies for the Holders) of a majority of the Bonds represented at the meeting and entitled to vote, whether or not a quorum shall be present; and the meeting may be held as so adjourned without further notice.

(g) The vote upon any resolution submitted to any meeting of Bondholders shall be by written ballots on which shall be subscribed the signatures of the Holders of Bonds or of their representatives by proxy and the serial number or numbers of the Bonds held or represented by them. The chairman of the meeting shall appoint two inspectors of votes who shall count all votes cast at the meeting for or against any resolution and who shall make and file with the secretary of the meeting their verified written reports in duplicate of all votes cast at the meeting. A record, at least in duplicate, of the proceedings of each meeting of Bondholders shall be prepared by the secretary of the meeting and there shall be attached to said record the original reports of the inspectors of votes on any vote by ballot taken thereat and affidavits by one or more persons having knowledge of the facts setting forth a copy of the notice of the meeting and showing that said notice was published or mailed as provided in paragraph (b) hereof. Each copy shall be signed and verified by the affidavits of the chairman and secretary of the meeting and one such copy shall be delivered to the Corporation and another to the Trustee to be preserved by the Trustee, the latter to have attached thereto the ballots voted at the meeting. Any record so signed and verified shall be conclusive evidence of the matters therein stated.

Section 10.05 Revocation by Bondholders. At any time prior to (but not after) the evidencing to the Trustee of the taking of any action by the Holders of the percentage in aggregate principal amount of the Bonds specified in this Indenture in connection with such action, any Holder of any such Bond may, by filing written notice with the Trustee at its principal office revoke any consent given by such Holder or the predecessor Holder of such Bond. Except as aforesaid, any such consent given by the Holder of any Bond shall be conclusive and binding upon such Holder and upon all future Holders of such Bond and of any Bond issued in exchange therefor or in lieu thereof, irrespective of whether or not any notation in regard thereto is made upon such Bond. Any action taken by the Holders of the percentage in aggregate principal amount of the specified in this Indenture in connection with such action shall be conclusively binding upon the Corporation, the Trustee and the Holders of all the Bonds.

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ARTICLE XI

Payment, Defeasance and Release

Section 11.01 Payment and Discharge of Indenture. If the Corporation, its successors or assigns, shall

(a) pay or cause to be paid the principal of and premium, if any, and interest on the Bonds at the time and in the manner stipulated therein and herein, or

(b) provide for the payment of principal and premium, if any, of the Bonds and interest thereon by depositing with the Trustee at or at any time before maturity amounts which are verified in a report by an Independent certified public accountant to be sufficient either in cash or in direct obligations of or obligations fully guaranteed as to principal and interest by the United States of America, the principal and interest on which when due and payable (or redeemable at the option of the holder thereof but not at the option of the issuer thereof) and without consideration of any reinvestment thereof shall be sufficient, to pay the entire amount due or to become due thereon for principal and premium, if any, and interest to maturity of all said Bonds outstanding, or

(c) deliver to the Trustee (1) proof satisfactory to the Trustee that notice of redemption of all of the outstanding callable Bonds not surrendered or to be surrendered to it for cancellation has been given or waived as provided in Article III hereof, or that arrangements satisfactory to the Trustee have been made insuring that such notice will be given or waived, or (2) a written instrument executed by the Corporation and expressed to be irrevocable, authorizing the Trustee to give such notice for and on behalf of the Corporation, or (3) file with the Trustee a waiver of such notice of redemption signed by the Holders of all of such outstanding Bonds, and in any such case, deposit with the Trustee before the date on which such Bonds are to be redeemed, as provided in said Article III, the entire amount of the redemption price, including accrued interest and premium, if any, either in cash or direct obligations of or obligations fully guaranteed as to principal and interest by the United States of America (which do not permit the redemption thereof at the option of the issuer) in such aggregate face amount, bearing interest at such rates and maturing at such dates as shall be sufficient to provide for the payment of such redemption price on the date such Bonds are to be redeemed, and on such prior dates when principal of and interest on the outstanding Bonds is due and payable, or

(d) surrender to the Trustee for cancellation all Bonds for which payment is not so provided,

and shall also pay all other sums due and payable hereunder by the Corporation, then and in that case, all the Trust Estate shall revert to the Corporation and the entire estate, right, title and interest of the Trustee and of the registered owners of the Bonds in respect thereof shall thereupon cease, determine and become void; and the Trustee in such case, upon the cancellation of all Bonds for the payment of which cash or securities shall not have been deposited in accordance with the provisions of this Indenture, shall, upon receipt of a written request of the

Corporation and of a Certificate of the Corporation and an Opinion of Counsel as to compliance with conditions precedent, and at its cost and expense, execute to the Corporation, or its order, proper instruments acknowledging satisfaction of this Indenture and surrender to the Corporation all cash and deposited securities, if any (other than cash or securities for the payment of the Bonds and interest thereon), which shall then be held hereunder as a part of the Trust Estate.

Nothing contained in this Section 11.01 shall be construed to prohibit the defeasance of one or more, but not all, series of Bonds by any of the methods set forth in clauses (a), (b), (c) or (d) above, as the same would apply to the particular series of Bonds being discharged.

Section 11.02 Bonds Deemed Not Outstanding After Deposits. When there shall have been deposited at any time with the Trustee in trust for the purpose, cash or direct obligations of or obligations fully guaranteed by the United States of America the principal and interest on which shall be sufficient to pay the principal of any Bonds (and premium, if any) when the same become due, either at maturity or otherwise, or at the date fixed for the redemption thereof and to pay all interest with respect thereto at the due dates for such interest or to the date fixed for redemption, for the use and benefit of the holders thereof, then upon such deposit all such Bonds shall cease to be entitled to any lien, benefit or security of this Indenture except the right to receive the funds so deposited, and such Bonds shall be deemed not to be outstanding hereunder; and it shall be the duty of the Trustee to hold the cash and securities so deposited for the benefit of the Holders of such Bonds and from and after such date, redemption date or maturity, interest on such Bonds thereof called for redemption shall cease to accrue.

Section 11.03 Unclaimed Money To Be Returned. Any moneys deposited with the Trustee pursuant to the terms of this Indenture, for the payment or redemption of Bonds and remaining unclaimed by the Holders of such Bonds on the date fixed for redemption of the same, as the case may be, for a period of three years after the due date, shall, upon the written request of the Corporation, and if the Corporation or any successor to the obligations of the Corporation under the Indenture and the Bonds shall not at the time, to the knowledge of the Trustee, be in default with respect to any of the terms and conditions contained in the Indenture or in such Bonds, be paid to the Corporation, and such Holders of the Bonds shall thereafter look only to the Corporation, for payment and then only to the extent of the amounts so received without interest thereon; PROVIDED, HOWEVER, that within 30 days prior to the expiration of the three year period mentioned above, the Trustee, before being required to make any such repayment, may, at the expense of the Corporation, cause to be published in a national financial journal (e.g., The Wall Street Journal, The Bond Buyer), a notice that after a date named therein said moneys will be returned to the Corporation.

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ARTICLE XII

Supplemental Indentures

Section 12.01 Supplemental Indentures. The Corporation, upon resolution, and the Trustee from time to time and at any time, subject to the conditions and restrictions in this Indenture contained, except as otherwise provided in Section 2.09 hereof, may not enter into indentures supplemental hereto without the consent of the Holders of not less than seventy-five percent (75%) in aggregate principal amount of the Bonds then outstanding.

Section 12.02 Execution of Supplemental Indenture. The Trustee is authorized to join with the Corporation in the execution of any such supplemental indenture, to make the further agreements and stipulations which may be therein contained, and to accept the conveyance, transfer and assignment of any property thereunder, but the Trustee shall not be obligated to enter into any such supplemental indenture which affects its rights, duties or immunities under this Indenture.

Section 12.03 [Intentionally Omitted].

Section 12.04 Modification of Indenture with Consent of Bondholders. Subject to the terms and provisions contained in this Section, the Holders of not less than seventy-five percent (75%) in aggregate principal amount of the Bonds then outstanding shall have the right, from time to time, to consent to and approve the execution by the Corporation and the Trustee of such indenture or indentures supplemental hereto as shall be deemed necessary or desirable by the Corporation for the purpose of modifying, altering, amending, adding to or rescinding in any particular, any of the terms or provisions contained in this Indenture or in any supplemental indenture; PROVIDED, HOWEVER, that nothing herein contained shall permit or be construed as permitting, without the consent of the Holders of all outstanding Bonds, (a) an extension of the maturity of any Bond issued hereunder, or (b) a reduction in the principal amount of any Bond or the redemption premium or the rate of interest thereon, or (c) the creation of a lien upon or a pledge of revenues ranking prior to or on a parity with the lien or pledge created by this Indenture (except as provided in Section 2.09 hereof), or (d) a preference or priority of any Bond or Bonds over any others, or (e) a reduction in the aggregate principal amount of the Bonds required to consent to supplemental indentures, or (f) a reduction in the aggregate principal amount of the Bonds required in order to waive an Event of Default.

Whenever the Corporation shall deliver to the Trustee a resolution of Bondholders adopted at a Bondholders' meeting approved by, or an instrument or instruments purporting to be executed by, the Holders of not less than seventy-five percent (75%) in aggregate principal amount of the Bonds then outstanding, which resolution or instrument or instruments shall refer to the proposed supplemental indenture and shall specifically consent to and approve the execution thereof, thereupon, the Corporation and the Trustee may execute such supplemental indenture without liability or responsibility to any Holder of any Bond, whether or not such Holder shall have consented thereto.

If the Holders of not less than seventy-five percent (75%) in aggregate principal amount of the Bonds outstanding at the time of the execution of such supplemental indenture shall have

consented to and approved the execution thereof as herein provided, no Holder of any Bond shall have any right to object to the execution of such supplemental indenture, or to object to any of the terms and provisions contained therein or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the Corporation from executing the same or from taking any action pursuant to the provisions thereof.

Section 12.05 Supplemental Indentures to be Part of Indenture. Any supplemental indenture executed in accordance with any of the provisions of this Article shall thereafter form a part of this Indenture; and all the terms and conditions contained in any such supplemental indenture as to any provisions authorized to be contained therein shall be and be deemed to be part of the terms and conditions of this Indenture for any and all purposes, and the respective rights, duties and obligations under this Indenture of the Corporation, the Trustee and all Holders of Bonds then outstanding shall thereafter be determined, exercised and enforced hereunder, subject in all respects to such modifications and amendments. If deemed necessary or desirable by the Trustee, reference to any such supplemental indenture or any of such terms or conditions thereof may be set forth in reasonable and customary manner in the text of the Bonds or in a legend stamped on the Bonds.

[The balance of this page is intentionally left blank.]

ARTICLE XIII

**Governing Law; Limited Waiver of
Sovereign Immunity, and Jurisdiction**

Section 13.01 Governing Law. This Indenture shall be governed by and construed in accordance with the law of the State of Wisconsin, including specifically the Wisconsin Uniform Commercial Code.

Section 13.02 Limited Waiver of Sovereign Immunity; Jurisdiction. The Corporation hereby expressly waives its sovereign immunity from suit and any requirement for exhaustion of tribal remedies should an action be commenced on this Indenture, the Security Agreement, or the Bond Resolution, or regarding the subject matter of this Indenture. The Corporation expressly consents to the levy of judgment or attachment of the assets of the Corporation wherever located or maintained, including within the boundaries of the Lac du Flambeau Reservation, by the appropriate federal or state court. This waiver:

(a) shall terminate upon payment in full of the Bonds and all other amounts payable by the Corporation under the Indenture,

(b) is granted solely to the Trustee and the Holders from time to time of the Bonds,

(c) shall extend only to a suit to enforce the obligations of the Corporation under the Indenture, the Bond Resolution, the Security Agreement, or Bond Purchase Agreement,

(d) shall be enforceable only in a court of competent jurisdiction and only to the extent the Corporation has consented to the jurisdiction of such court as set forth in this Section 13.02,

(e) shall not be deemed as a waiver of or consent to any lien on lands or moneys held in trust for the benefit of the Corporation by the United States, and

(f) shall remain in full force and effect notwithstanding that the governing law shall be as set forth in Section 13.01.

The Corporation expressly submits to and consents to the jurisdiction of the United States District Court for the Western District of Wisconsin (including all federal courts to which decisions of the Federal District Court for the Western District of Wisconsin may be appealed), and, in the event (but only in the event) the said federal court fails to exercise jurisdiction, the courts of the State of Wisconsin wherein jurisdiction and venue are otherwise proper, for the adjudication of any dispute or controversy arising out of this Indenture, the Bonds, the Security Agreement or the Bond Resolution and including any amendment or supplement which may be made thereto, or to any transaction in connection therewith, to the exclusion of the jurisdiction of any court of the Tribe.

Section 13.03 Situs of Transaction. To demonstrate the willingness of the Corporation to submit to the jurisdiction of both the federal courts and the courts of the State of Wisconsin, the Corporation affirms that the transaction represented by this Indenture has not taken place on Indian Lands. As evidence thereof, the Corporation represents that the negotiations regarding this Indenture have occurred on lands within the jurisdiction of the courts of the State of Wisconsin, and the execution and delivery of this Indenture have not occurred on Indian Lands, but rather on lands within the jurisdiction of the courts of the State of Wisconsin, and the Corporation has appointed an agent for service of process in a location not on Indian Lands.

Section 13.04 Intent Concerning Jurisdiction. Notwithstanding any other provision of this Indenture, including the selection of a convenient body of law as set forth in Sections 13.01 of this Indenture, nothing in this Indenture shall grant or be construed to be a grant of any jurisdiction other than as set forth in Section 13.01, Section 13.02 and Section 13.03 of this Indenture.

[The balance of this page is intentionally left blank.]

ARTICLE XIV

Miscellaneous

Section 14.01 Covenants of Corporation Bind Successors and Assigns. All the covenants, stipulations, promises and agreements in this Indenture contained, by or in behalf of the Corporation, shall bind and inure to the benefit of its successors and assigns, whether so expressed or not.

Section 14.02 Immunity of Officers. No recourse for the payment of any part of the principal of, premium, if any, or interest on any Bond or for the satisfaction of any liability arising from, founded upon or existing by reason of the issue, purchase or ownership of the Bonds shall be had against any officer, member or agent of the Board of Directors, as such, all such liability being hereby expressly released and waived as a condition of and as a part of the consideration for the execution of this Indenture and the issuance of the Bonds.

Section 14.03 No Benefits to Outside Parties. Nothing in this Indenture, express or implied, is intended or shall be construed to confer upon or to give to any person or corporation, other than the parties hereto and the Holders of the Bonds issued hereunder, any right, remedy or claim under or by reason of this Indenture or covenant, condition or stipulation thereof; and the covenants, stipulations and agreements in this Indenture contained are and shall be for sole and exclusive benefit of the parties hereto, their successors and assigns, and the Holders of the Bonds.

Section 14.04 Separability of Indenture Provisions. In case any one or more of the provisions contained in this Indenture or in the Bonds shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Indenture, but this Indenture shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein.

Section 14.05 Execution of Indenture in Counterparts. This Indenture may be simultaneously executed in several counterparts, each of which, when so executed, shall be deemed to be an original, and such counterparts shall together constitute one and the same instrument.

Section 14.06 Headings Not Controlling. The headings of the several Articles and Sections hereof are inserted for the convenience of reference only and shall not control or affect the meaning or construction of any of the provisions hereof.

Section 14.07 Notices, etc. to Trustee and Corporation. Any request, demand, authorization, direction, notice, consent of Bondholders or other document provided or permitted by this Indenture shall be sufficient for any purpose under this Indenture when hand delivered or mailed registered mail, return receipt requested, postage prepaid (except as otherwise provided in this Indenture) (with a copy to the other parties) at the following addresses (or such other address as may be provided by any party by notice) and shall be deemed to be effective upon receipt:

A. To the Corporation

Lake of the Torches Economic Development
Corporation
418 Little Pines Road, P. O. Box 67
Lac du Flambeau, Wisconsin 54538
Attention: President

With a copy to:

Lake of the Torches Casino
Attention: CFO

B. To the Trustee

Wells Fargo Bank, National Association
Corporate Trust and Escrow Services
MAC: N9311-115
Marquette Avenue, 11th Floor
Minneapolis, Minnesota 55479

C. To the Bondholder
Representative, initially

Saybrook Tax-Exempt Investors, LLC
401 Wilshire Blvd., Suite 850
Santa Monica, California 90401

Section 14.08 Purpose and Consideration of Agreement. A duplicate of this Indenture will be delivered to each party hereto. The Corporation is a federally recognized Indian tribe, authorized to enter into this agreement pursuant to the Bond Resolution. The parties, being governmental and corporate entities, have no residence or occupation. The mailing addresses of the Corporation is set forth in Section 14.07 of this Indenture. The purpose and consideration for which this agreement is made is to provide financing to the Corporation for the purposes set forth in Section 1.03 hereof and the mutual promises, representations, warranties and covenants set forth herein.

[The balance of this page is intentionally left blank.]

IN WITNESS WHEREOF, LAKE OF THE TORCHES ECONOMIC DEVELOPMENT CORPORATION by its Board of Directors has caused this Indenture to be signed in its name by its duly authorized officers and Wells Fargo Bank, National Association, as Trustee, to evidence its acceptance of the trust hereby created, has caused this Indenture to be signed in its name by an authorized officer of the Trustee, all as of the day and year first above written.

**LAKE OF THE TORCHES ECONOMIC
DEVELOPMENT CORPORATION**

By *Victoria Paul*
Its President

**WELLS FARGO BANK,
NATIONAL ASSOCIATION,**
as Trustee

By _____
Its _____

[Signature Page to Trust Indenture dated as of January 1, 2008,
between the Lake of the Torches Economic Development Corporation and
Wells Fargo Bank, National Association, as trustee]

IN WITNESS WHEREOF, LAKE OF THE TORCHES ECONOMIC DEVELOPMENT CORPORATION by its Board of Directors has caused this Indenture to be signed in its name by its duly authorized officers and Wells Fargo Bank, National Association, as Trustee, to evidence its acceptance of the trust hereby created, has caused this Indenture to be signed in its name by an authorized officer of the Trustee, all as of the day and year first above written.

**LAKE OF THE TORCHES ECONOMIC
DEVELOPMENT CORPORATION**

By _____
Its President

**WELLS FARGO BANK,
NATIONAL ASSOCIATION,**
as Trustee

By Katie O'Brien Mathis
Its _____

[Signature Page to Trust Indenture dated as of January 1, 2008,
between the Lake of the Torches Economic Development Corporation and
Wells Fargo Bank, National Association, as trustee]

EXHIBIT A

Form of Series 2008 Bond

**UNITED STATES OF AMERICA
LAKE OF THE TORCHES ECONOMIC DEVELOPMENT CORPORATION**

**Taxable Gaming Revenue Bond
Series 2008**

RESTRICTIVE LEGEND:

THIS BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "1933 ACT"), IN RELIANCE UPON EXEMPTIONS PROVIDED BY THE 1933 ACT. NO RESALE OR OTHER TRANSFER OF THIS BOND MAY BE MADE UNLESS SUCH TRANSFER IS MADE PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE 1933 ACT OR IN A TRANSACTION EXEMPT FROM THE REGISTRATION REQUIREMENTS OF THE 1933 ACT AND APPLICABLE STATE SECURITIES OR "BLUE SKY" LAWS AND IN ACCORDANCE WITH THE INDENTURE REFERRED TO HEREIN. NEITHER THE CORPORATION NOR THE TRUSTEE IS OBLIGATED TO REGISTER THE BONDS UNDER THE 1933 ACT OR ANY OTHER SECURITIES OR "BLUE SKY" LAW.

THE HOLDER OF THIS BOND BY ITS ACCEPTANCE HEREOF AGREES (A) TO OFFER SELL OR OTHERWISE TRANSFER SUCH BOND ONLY (i) PURSUANT TO A REGISTRATION STATEMENT WHICH HAS BEEN DECLARED EFFECTIVE UNDER THE SECURITIES ACT; (ii) PURSUANT TO THE EXEMPTION FROM REGISTRATION PROVIDED BY RULE 144 UNDER THE SECURITIES ACT, IF AVAILABLE; (iii) FOR AS LONG AS THE BONDS ARE ELIGIBLE FOR RESALE PURSUANT TO RULE 144A UNDER THE SECURITIES ACT, TO A PERSON IT REASONABLY BELIEVES (WITH SUCH REASONABLE BELIEF ESTABLISHED AS PROVIDED IN RULE 144A(d)(1)) IS A QUALIFIED INSTITUTIONAL BUYER ("QIB") THAT PURCHASES FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OR ACCOUNTS OF A QIB TO WHOM NOTICE IS GIVEN THAT THE TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A; (iv) PURSUANT TO OFFERS AND SALES THAT OCCUR OUTSIDE THE UNITED STATES WITHIN THE MEANING OF REGULATIONS UNDER THE SECURITIES ACT; OR (v) TO THE CORPORATION; AND IN EACH OF THE FOREGOING CASES, IN ACCORDANCE WITH ANY APPLICABLE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES; AND ALSO IN EACH OF THE FOREGOING CASES IN AUTHORIZED DENOMINATIONS OF \$100,000 OR, IN EXCESS OF \$100,000, IN INTEGRAL MULTIPLES OF \$5,000; AND (B) THAT IT WILL NOTIFY ANY PURCHASER OF THIS BOND FROM IT OF THE RESALE RESTRICTION REFERRED TO ABOVE.

No. R _____

\$ _____

Interest RateMaturityDate of
Original IssueCUSIP

Date of Issuance

Registered Owner: _____

Principal Amount: \$ _____

The Lake of the Torches Economic Development Corporation (hereinafter sometimes called the "Corporation"), a corporation chartered by the Lac du Flambeau Band of Lake Superior Chippewa Indians (the "Tribe"), a federally recognized Indian tribe, pursuant to Article VI, Section 1(o) of the Tribe's Constitution, for value received, hereby promises to pay to the registered owner specified above or registered assigns, the principal amount set forth above on the maturity date specified above, upon the presentation and surrender hereof, and to pay to the registered owner hereof interest on such principal amount at the interest rate specified above from the date of original issue set forth above, or the most recent interest payment date to which interest has been paid or duly provided for as specified below, on April 1 and October 1 of each year, commencing October 1, 2008, until said principal amount is paid. Principal and the redemption price is payable in lawful money of the United States of America at the office of Wells Fargo Bank, National Association in Minneapolis, Minnesota, as Trustee under the Indenture (the "Trustee" including any successors or assigns). Interest shall be paid on each interest payment date by check or draft mailed to the person in whose name this Bond is registered at the close of business on the fifteenth day of the preceding month (whether or not a Business Day) at the registered owner's registered address set forth on the registration records maintained by the Trustee. Any such interest not punctually paid or provided for will cease to be payable on such regular record dates and such defaulted interest may be paid to the person in whose name this Bond shall be registered at the close of business on a special record date for the payment of such defaulted interest established pursuant to the Indenture.

It is hereby certified and recited: That all acts, conditions and things required to be done precedent to and in the issuance of this Bond and the series of which it is a part have been properly done, have happened and have been performed in regular and due time, form and manner as required by law; and that this Bond and the series of which it is a part constitutes a special obligation of the Corporation.

This Bond is issued pursuant to the Articles of Incorporation and Bylaws of the Corporation and in conformity with the provisions, restrictions and limitations thereof. This Bond is one of a duly authorized series of Bonds of an aggregate principal amount of \$50,000,000, in denominations of \$100,000 and, above \$100,000, in integral multiples of \$5,000 not exceeding the principal amount maturing in any year, and numbered from R1 upwards, and of like tenor and effect except as to serial number, denomination, interest rate, maturity and right of prior redemption, all of which have been authorized by law to be issued and have been issued

or are to be issued for the purpose of refinancing certain outstanding bank loans used to finance the Corporation's Casino Facility located on the Tribe's existing Reservation, providing funding for a portion of the costs of the Grand Soleil Casino in Natchez, Mississippi, funding a debt service reserve and paying costs of issuance, all as more particularly described in the Indenture referred to below. The Bonds of this series (sometimes referred to as the "Series 2008 Bonds") are authorized by a Bond Resolution adopted by the Board of Directors of the Corporation on January 2, 2008 (the "Bond Resolution"), and a Trust Indenture (the "Indenture") dated as of January 1, 2008, duly executed and delivered by the Corporation to the Trustee. The Bonds of this series (the "Bonds"), are equally and ratably secured by the Pledged Revenues pursuant to the Indenture. Reference is hereby made to the Indenture and the Bond Resolution, and any amendments or supplements thereto, for a description and limitation of the property, revenues and funds pledged and appropriated to the payment of the Bonds, the nature and extent of the security thereby created, the rights of the owners of the Bonds, the rights, duties and immunities of the Trustee, and the rights, immunities and obligations of the Corporation thereunder. Certified copies of the Bond Resolution and executed counterparts of the Indenture are on file at the office of the Trustee and at the offices of the Corporation.

The Bonds of this series are subject to optional redemption and prepayment prior to the stated maturity thereof, at the option of the Corporation, on October 1, 2010, and on any Business Day thereafter, in whole or in part, and if in part in integral multiples of \$5,000 and by random selection, at a redemption price equal to the principal amount thereof, plus accrued interest to the date of redemption, plus a premium (expressed as a percentage of the principal amount of Bonds to be redeemed), as follows:

| <u>Redemption Date</u> | <u>Premium</u> |
|--|----------------|
| October 1, 2010 through September 30, 2011 | 108% |
| October 1, 2011 through September 30, 2012 | 105% |

and thereafter without premium.

The Bonds of this series are subject to mandatory redemption through operation of the Mandatory Amortization Fund provided for in Section 3.08 of the Indenture, at a redemption price equal to par plus accrued interest, such Bonds to be selected by random selection by the Trustee, on October 1 of the years and in the amounts, respectively, set forth in Section 3.08 of the Indenture.

The Bonds of this series are subject to extraordinary redemption, at the option of the Corporation, on any Business Day, as a whole but not in part, at a redemption price equal to par, plus accrued interest to the redemption date, plus any applicable premium, upon the happening of certain events of damage to or destruction or condemnation of the Casino Facility.

Notice of any such redemption shall be given to the registered owner of each such Bond by first class mail, addressed to such owner at the registered address thereof, not earlier than 60 days nor later than 30 days prior to the date fixed for redemption. Prior to the date fixed for redemption, funds shall be deposited with the Trustee sufficient to pay the Bonds called and accrued interest thereon, plus any premium required. Upon the happening of the above

conditions, Bonds thus called shall not bear interest after the call date and, except for the purpose of payment from the funds so deposited, shall no longer be protected by the Indenture.

This Bond is transferable, as provided in the Indenture, only upon the registration records maintained by the Trustee under the Indenture, by the registered owner hereof in person or by the owner's duly authorized attorney, upon surrender of this Bond for transfer at the office of the Trustee, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Trustee, duly executed by the registered owner hereof or the owner's duly authorized attorney, and, upon payment of any tax, fee or other governmental charge required to be paid with respect to such transfer, one or more fully registered Bonds of this series of the same principal amount and interest rate will be issued to the designated transferee or transferees.

The Bonds of this series are issuable only as fully registered bonds without coupons in denominations of \$100,000 and, above \$100,000, in integral multiples of \$5,000 not exceeding the principal amount maturing in any year. As provided in the Indenture and subject to certain limitations therein set forth, the Bonds of this series are exchangeable for a like aggregate principal amount of Bonds of this series of a different authorized denomination, as requested by the registered owner or his duly authorized attorney upon surrender thereof to the Trustee.

UNLESS AND UNTIL THE RESTRICTIVE LEGEND ON THE FACE HEREOF IS PERMITTED TO BE REMOVED IN ACCORDANCE WITH THE TERMS OF THE INDENTURE, THIS BOND MAY NOT BE SOLD, TRANSFERRED OR OTHERWISE DISPOSED OF, IN WHOLE OR IN PART, BY A HOLDER UNLESS PRIOR TO ANY SUCH SALE, TRANSFER OR OTHER DISPOSITION SUCH HOLDER SHALL HAVE FURNISHED TO THE TRIBE AND THE TRUSTEE A CERTIFICATE IN FORM AND SUBSTANCE SATISFACTORY TO THE TRIBE THAT (I) ALL PERSONS TO WHOM THE SERIES 2008 BONDS WILL BE TRANSFERRED AND TO WHOM SUCH SERIES 2008 BONDS WERE OFFERED ARE ALSO QUALIFIED INSTITUTIONAL BUYERS OR ARE REASONABLY BELIEVED BY THE TRANSFERRING HOLDER TO BE QUALIFIED INSTITUTIONAL BUYERS; (II) ALL TRANSFEREES OF THE SERIES 2008 BONDS WERE ADVISED THAT THE TRANSFERRING HOLDER MIGHT RELY ON RULE 144A, AND THAT SUCH SALE, TRANSFER OR OTHER DISPOSITION DOES NOT REQUIRE REGISTRATION UNDER THE 1933 ACT; AND (III) ALL TRANSFEREES HAVE RECEIVED THE INFORMATION REQUIRED TO BE MADE AVAILABLE TO THEM PURSUANT TO RULE 144A.

In case an event of default as defined in the Indenture occurs, the principal of this Bond and all other Bonds outstanding may be declared or may become due and payable prior to the stated maturity hereof in the manner and with the effect and subject to the conditions provided in the Indenture, but no owner of any Bond shall have any right to enforce the provisions of the Indenture, except as provided therein.

This Bond shall be governed by and construed in accordance with the law of the State of Wisconsin.

The Corporation hereby expressly waives its sovereign immunity from suit and any requirement for exhaustion of tribal remedies should an action be commenced on this Bond, the

Indenture, the Security Agreement, or the Bond Resolution, or regarding the subject matter of the Indenture. The Corporation expressly consents to the levy of judgment or attachment of the Pledge Casino Revenues wherever located or maintained, including within the boundaries of the Lac du Flambeau Reservation, by the appropriate federal or state court. This waiver:

(a) shall terminate upon payment in full of the Bonds and all other amounts payable by the Corporation under the Indenture,

(b) is granted solely to the Trustee and the Holders from time to time of the Bonds,

(c) shall extend only to a suit to enforce the obligations of the Corporation under the Indenture, the Bond Resolution, the Security Agreement, or the Bond Purchase Agreement,

(d) shall be enforceable only in a court of competent jurisdiction and only to the extent the Corporation has consented to the jurisdiction of such pursuant hereto and to the Indenture,

(e) shall not be deemed as a waiver of or consent to any lien on lands or moneys held in trust for the benefit of the Corporation by the United States, and

(f) shall remain in full force and effect notwithstanding that the governing law shall be as set forth herein and in the Indenture.

The Corporation expressly submits to and consents to the jurisdiction of the United States District Court for the Western District of Wisconsin (including all federal courts to which decisions of the Federal District Court for the Western District of Wisconsin may be appealed), and, in the event (but only in the event) the said federal court fails to exercise jurisdiction, the courts of the State of Wisconsin wherein jurisdiction and venue are otherwise proper, for the adjudication of any dispute or controversy arising out of this Bond, the Indenture, or the Bond Resolution and including any amendment or supplement which may be made thereto, or to any transaction in connection therewith, to the exclusion of the jurisdiction of any court of the Corporation.

To the extent permitted by and as provided in the Indenture, the terms and provisions of the Indenture, or of any instrument supplemental thereto, may be modified or altered by the assent or authority of the registered owners of at least sixty-six and two-thirds percent (66 2/3%) in aggregate principal amount of the Bonds then outstanding thereunder.

This Bond shall not be valid or become obligatory for any purpose until it shall have been authenticated by the execution of the certificate hereon endorsed by the Trustee under the Indenture.

IN WITNESS WHEREOF, the Lake of the Torches Economic Development Corporation, by its Board of Directors, has caused this Bond to be executed in its name by the manual signature of its duly authorized officers all as of the Date of Original Issue specified above.

**LAKE OF THE TORCHES ECONOMIC
DEVELOPMENT CORPORATION**

// Facsimile //

President

// Facsimile //

Secretary

TRUSTEE'S CERTIFICATE

This is one of the Bonds described in the within mentioned Indenture.

Date: _____

**WELLS FARGO BANK,
NATIONAL ASSOCIATION,**
Trustee

By _____
Its _____

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto _____ the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

PLEASE INSERT SOCIAL SECURITY OR
OTHER IDENTIFYING NUMBER OF
ASSIGNEE:

/ _____

NOTICE: The signature to this Assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever. Signature(s) must be guaranteed by a commercial bank or trust company or by a brokerage firm having a membership in one of the major stock exchanges.

The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM --as tenants in
common

UNIF TRANS MIN ACTCustodian
(Cust) (Minor)

TEN ENT --as tenants by the
entireties

under Uniform Transfers to
Minors Act
(State)

JT TEN --as joint tenants with
right of survivorship and not as
tenants in common

Additional abbreviations may also be used.

EXHIBIT B**Bank Debt to be Repaid**

| <u>Loan Number</u> | <u>Original Amount</u> | <u>Creditor¹</u> | <u>Balance Outstanding</u> |
|--------------------|------------------------|-----------------------------|----------------------------|
| 36190 | \$2,020,050.00 | CVB | \$1,246,049.33 |
| 35061 | \$4,040,080.00 | CVB | \$1,391,301.72 |
| 36884 | \$2,754,000.00 | CVB | \$2,877,502.55 |
| 36669 | \$5,050,000.00 | CVB | \$5,211,635.06 |
| 37578 | \$2,555,000.00 | CVB | \$2,732,412.78 |
| 37945 | \$2,552,000.00 | CVB | \$2,658,492.81 |
| 38310 | \$ 424,320.00 | CVB | \$ 435,644.03 |
| 38821 | \$1,040,000.00 | CVB | \$1,044,686.59 |
| 38822 | \$1,040,000.00 | CVB | \$1,044,021.38 |
| 38494 | \$3,702,600.00 | CVB | \$2,115,563.25 |
| 38670 | \$3,060,000.00 | CVB | \$ 60,664.16 |
| 6219748-9001 | \$7,000,000.00 | AB | \$3,536,330.34 |
| 1100025599 | \$3,821,265.15 | M&I | \$3,492,649.42 |

¹ AB – Associated Bank

CVB – Chippewa Valley Bank

M&I – M&I Marshall & Ilsley Bank

EXHIBIT C

FORM OF DRAW REQUEST

To: Wells Fargo Bank, National Association, as trustee

1. The undersigned Authorized Representative (the "Authorized Representative") of the Lake of the Torches Economic Development Corporation (the "Corporation") hereby authorizes and requests the above-referenced trustee (the "Trustee") to disburse \$ _____ from the Grand Soleil Account in the Project Fund (the "Project Fund") held by the Trustee, pursuant to the Trust Indenture dated as of January 1, 2008, (the "Indenture"), from the Corporation to the Trustee, in order to pay Qualified Grand Soleil Project Costs (as defined in the Indenture), all as more specifically described in the attachments hereto.
2. The Authorized Representative further certifies that (i) none of the items for which reimbursement or payment is sought has formed the basis for any payment heretofore made from Grand Soleil Account in the Project Fund, and (ii) each item for which payment is requested is a Qualified Grand Soleil Project Cost as such term is defined in the Indenture.
3. The undersigned further certifies that this statement and all exhibits and attachments hereto, and documents furnished in connection herewith, shall be conclusive evidence of the facts and statements set forth herein and shall constitute full warrant, protection and authority to the Trustee for its actions taken pursuant hereto, and that this statement constitutes the approval of the Corporation of each disbursement hereby requested and authorized.

Dated: _____

Authorized Representative

Approved and consented to by Bondowner Representative
as of the ____ day of _____, 20____.

Saybrook Tax-Exempt Investors, LLC

By: _____

EXHIBIT D

REPRESENTATIONS AND WARRANTIES OF THE CORPORATION

In connection with the execution of the Trust Indenture (the "Indenture"), dated as of January 1, 2008, by and between LAKE OF TORCHES ECONOMIC DEVELOPMENT CORPORATION (the "Corporation") and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association with trust powers having its main office and place of business in Minneapolis, Minnesota (the "Trustee"), the Corporation makes the representations and warranties as listed below. All capitalized terms not defined herein shall have the same meaning herein as in the Indenture.

The Corporation makes the following representations and warranties:

1. The Corporation is a corporation chartered by the Lac du Flambeau Band of Lake Superior Chippewa Indians, a federally recognized Indian Tribe organized under Section 16 of the Act pursuant to Article VI, Section 1(o) of the Tribe's constitution and has full power and authority, among other things, (i) to issue the Bonds, and to use the proceeds of such Bonds for the purposes described in the Indenture and (ii) to secure such Bonds in the manner contemplated by the Indenture.
2. The Corporation has full legal right, power, and authority (i) to adopt the Bond Resolution and to enter into the Indenture, (ii) to issue, to sell, and to deliver the Bonds as provided herein, and (iii) to carry out and to consummate all other transactions contemplated by each of the aforesaid documents, and the Corporation has complied with all provisions of applicable law, including the Act, in all matters relating to such transactions.
3. The Corporation has duly authorized (i) the issuance, sale, and delivery of the Bonds upon the terms set forth in the Bond Purchase Agreement and in the Indenture, (ii) the execution, delivery, and due performance of the Bond Documents (as defined in the Bond Purchase Agreement), and (iii) the taking of any and all such actions as may be required on the part of the Corporation to carry out, to give effect to, and to consummate the transactions contemplated by such instruments.
4. The Bond Resolution has been duly adopted by the Corporation and all other necessary entities and is in full force and effect.
5. The Indenture constitutes the legal, valid, and binding obligation of the Corporation, enforceable in accordance with its terms, except that enforceability may be limited by laws relating to bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium, and similar laws affecting the rights and remedies of creditors generally and subject to general principles of equity including principles of commercial reasonableness, good faith, and fair dealing (regardless of whether enforcement is sought in a proceeding in equity or at law).
6. The Bonds have been duly authorized, executed, issued, and delivered and constitute legal, valid, and binding obligations of the Corporation, are entitled to the benefit and security of the Indenture, the Security Agreement and the Tribal Agreement and are enforceable in accordance with their terms, that enforceability may be limited by laws relating to bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium, and similar laws affecting the rights and remedies of creditors generally and subject to general principles of equity including principles of commercial reasonableness, good faith, and fair dealing (regardless of whether enforcement is sought in a proceeding in equity or at law).

7. A representative of the Corporation (the "Authorized Representative") is authorized for and in the name of the Corporation under the Indenture and the other documents as described herein to execute, to deliver, to file, or to record such other incidental papers, documents, and instruments as shall be necessary to carry out the intention and purposes of the Indenture.

8. Article XIII of the Indenture that purports to constitute a waiver of sovereign immunity and that expressly submits and consents to jurisdiction as set forth therein are effective to permit an action to be brought against the Corporation in United States District Court for the Western District of Wisconsin (including all federal courts to which decisions may be appealed), and the Lac du Flambeau Tribal Court, and in the event that the United States District Court for the Western District of Wisconsin lacks jurisdiction, the courts of the State of Wisconsin wherein jurisdiction and venue are proper, to enforce or with respect to any dispute or controversy arising out of any and each of the Indenture, the Bonds, and the Bond Purchase Agreement.

9. Except as disclosed in the Limited Offering Memorandum dated January 18, 2008 (the "LOM"), there is no proposal or initiative to amend in any material respect any of the Tribal State Compact or the Corporation's Gaming Code.

10. The assumptions contained in the historical pro forma financial statements for the years ended 2003, 2004, 2005, 2006 and 2007 and disclosed in the LOM, provide a reasonable basis for presenting the financial condition of the Corporation as of the dates and for the periods stated therein, and the historical pro forma financial statements give appropriate effect to those assumptions.

11. Neither the adoption of the Bond Resolution, the execution and delivery of the Bond Documents (as defined in the Bond Purchase Agreement), nor the consummation of the transactions contemplated therein or compliance with the provisions thereof, will conflict with, or constitute on the part of the Tribe or the Corporation a violation of, or a breach of or default under, any indenture, mortgage, commitment, note, or other agreement or instrument to which the Tribe or the Corporation is a party or by which it is bound, or under any provision of the Tribe's Constitution and Bylaws and the Corporation's Bylaws or under any existing law, rule, regulation, ordinance, resolution, charter, judgment, order, or decree to which the Tribe or Corporation is subject.

12. Except as disclosed in the LOM or otherwise in writing to the Bondowner Representative, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, public board, or body, pending or, to the best of the Corporation's knowledge, threatened against the Tribe or the Corporation, which in any way questions any matter referred to herein above, or the validity of any proceedings taken by the Tribe or the Corporation in connection with the issuance of the Bonds, or wherein an unfavorable decision, ruling, or finding would materially adversely affect the transactions contemplated by, or the validity or enforceability of, the Bond Resolution, the Indenture, the Bonds, or the Bond Purchase Agreement.

13. No event has occurred and no condition exists which, upon issuance of the Bonds, would constitute (or with the giving of notice or lapse of time, or both, would constitute) an Event of Default under the Indenture.

14. The Corporation is not in violation of any provisions of its Articles of Incorporation and Bylaws. The Corporation is not in violation of, or in default under, any statute, indenture, mortgage, commitment, note, or other agreement or instrument to which it is a party or by which it is bound, or any order, rule, regulation, or

decision of any court or governmental agency or body having jurisdiction over it or any of its activities or properties, which violation would materially and adversely affect either of its business or financial condition.

15. No authorization, approval, consent, or license of any governmental body or authority, including approvals of the Secretary of the Interior, the Bureau of Indian Affairs and the National Indian Gaming Commission, not already obtained, is required for the valid and lawful execution and delivery by the Corporation of the Indenture and the assumption by the Corporation of its obligations thereunder.

16. The Corporation maintains a system of internal accounting controls sufficient to provide reasonable assurance that: (i) transactions are executed in accordance with management's general or specific authorizations; (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with generally accepted accounting principles and to maintain accountability for assets; (iii) access to assets is permitted only in accordance with management's general or specific authorization; and (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect thereto.

17. The Corporation maintains insurance covering its properties, operations, personnel, and businesses, insuring against such losses and risks as are consistent with customary practice to protect the Corporation, the Lake of the Torches Resort Casino, and their respective businesses. The Corporation has not received notice from any insurer or agent of such insurer that substantial capital improvements or other expenditures will have to be made in order to continue such insurance.

18. The Corporation is a single purpose entity, the only business of which is the ownership and operation of the Casino Facility.

19. The Corporation owns all right, title and interest in and to the Casino Facility and the Collateral free and clear of any liens or encumbrances except for Permitted Encumbrances as defined in the Security Agreement.

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