

RESOLUTION NO. 171

RESOLUTION AUTHORIZING THE ISSUANCE AND SALE BY THE COUNTY OF ITS ECONOMIC DEVELOPMENT REVENUE BONDS (LAND OF LINCOLN GOODWILL INDUSTRIES, INC. PROJECT), SERIES 2007, AUTHORIZING EXECUTION OF A LOAN AGREEMENT, AN ASSIGNMENT AND AGREEMENT, AND A BOND PURCHASE AGREEMENT, ALL RELATIVE TO SAID BONDS, AND AUTHORIZING OTHER ACTION TO BE TAKEN WITH RESPECT TO THE ISSUANCE, SALE AND DELIVERY OF SAID BONDS.

Paula Diello
Sangamon County Clerk
AUG 3 1 2007
FILED

WHEREAS, the Industrial Building Revenue Bond Act, 50 ILCS 445/1 *et seq.*, as amended (hereinafter referred to as the "Act"), authorizes and empowers The County of Sangamon, Illinois (the "Issuer") to issue its revenue bonds to defray in whole or in part the reasonable and necessary costs incidental to the construction, rebuilding, acquisition, improvement or extension of any industrial project including without limitation the cost of studies and surveys; plans, specifications, architectural and engineering services; legal, marketing or other special services; financing, acquisition, demolition, construction, equipment and site development or new and rehabilitated buildings, rehabilitation, reconstruction, repair or remodeling of existing buildings and all other necessary and incidental expenses, and in conjunction therewith, to enter into an agreement with any persons, with respect to any economic development project whereby the Issuer agrees to loan the proceeds of its bonds to such person in order to cause the acquisition, construction and equipping of such project, and such person shall agree to pay to the Issuer or for its account an amount sufficient to pay the principal of, interest, and redemption premium, if any, on the bonds of the Issuer issued with respect to such project, all for the purpose of encouraging the increase of industry and commerce within the Issuer, thereby reducing the evils attendant upon unemployment and under employment, and providing for the increased welfare and prosperity of the residents of the Issuer; and

WHEREAS, it has been proposed that the Issuer issue its Economic Development Revenue Bonds (*Land of Lincoln Goodwill Industries, Inc. Project*), Series 2007, in an aggregate principal amount of \$2,000,000 (the "Bonds") and loan the proceeds thereof to Land of Lincoln Goodwill Industries, Inc., an Illinois not-for-profit corporation and 501(c)(3) organization (the "Borrower"), which will use the proceeds to finance all or a portion of the cost of the acquisition, renovation, rehabilitation, equipping and improvement of a building and adjacent parking area located at 2001 West Wabash Avenue, Springfield, Illinois, said location being within the territorial boundaries of the Issuer, to be owned and operated by the Borrower, and which when completed will be used by the Borrower to provide rooms for client training, client counseling, staff education and administration, a donation receiving and processing center and a retail used goods thrift store with the proceeds from the sales generated within the thrift store utilized to enhance the volume and

quality of education and training services the Borrower is able to provide to individuals with disabilities who are citizens of the community in order to assist those individuals to become as self sufficient as their abilities will allow, and the costs of issuance of the Bonds (collectively, the "Project"); and

WHEREAS, drafts of the following documents relating to the Project have been submitted to the County Board and are now, or shall be placed, on file in the office of the County Clerk:

(a) Loan Agreement, dated as of September 1, 2007 (the "Loan Agreement"), proposed to be made and entered into between the Issuer and the Borrower;

(b) Assignment and Agreement, dated as of September 1, 2007 (the "Assignment"), proposed to be made and entered into between the Issuer and National City Bank (the "Purchaser");

(c) Arbitrage Regulation Agreement, dated as of September 1, 2007 (the "Arbitrage Regulation Agreement"), proposed to be made and entered into by and between the Borrower and the Issuer;

(f) Bond Purchase Agreement, dated September 11, 2007 (the "Bond Purchase Agreement"), proposed to be made and entered into among the Issuer, the Borrower and the Purchaser; and

(g) Bond Registrar and Paying Agent Agreement, dated as of September 1, 2007 (the "Bond Registrar and Paying Agent Agreement"), proposed to be made and entered into by, between and among the Issuer, the Borrower and the Purchaser; and

WHEREAS, the Project will provide for the economic development of the Issuer, and provide for increased employment, increased revenue and an increased tax-base for the Issuer and promote the health, safety and welfare of The County of Sangamon, Illinois; and

WHEREAS, the Issuer proposes to sell the Bonds hereinafter authorized upon a negotiated basis to the Bondholder.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY BOARD OF THE COUNTY OF SANGAMON, ILLINOIS, AS FOLLOWS:

Section 1. Definitions. Terms defined in the Loan Agreement and used herein shall have the meanings set forth in the Loan Agreement unless the context or use indicates another or different meaning. The following words and terms as used in this resolution shall have the following meanings unless the context or use indicates another or different meaning or intent:

“Act” means the Industrial Building Revenue Bond Act, 50 ILCS 445/1 *et seq.*, as amended.

“Adjusted Rate” shall have the meaning set forth in the Bond Determination.

“Adjusted Tax Exempt Rate” means the product of (a) the interest rate on the Bonds times (b) a fraction (expressed as a decimal) the numerator of which is the number 1 minus the Corporate Tax Rate in effect following the change in the Corporate Tax Rate and the denominator of which is the number 1 minus the Corporate Tax Rate in effect on the date of the original issuance of the Bonds.

“Arbitrage Regulation Agreement” means the Arbitrage Regulation Agreement dated as of September 1, 2007, by and between the Borrower and the Issuer.

“Assignee” means National City Bank, a national banking association, with its office at One North Old State Capitol Plaza, Springfield, Illinois 62701, as Assignee pursuant to the Assignment.

“Assignment” means the Assignment and Agreement dated as of September 1, 2007, between the Issuer and the Assignee.

“Base Rate” means the floating, daily, variable rate per annum of interest determined and announced by the Assignee from time to time as its “Base Lending Rate” (without reference to prime or base rate of any other financial institution) which rate may not necessarily be the lowest rate of interest charged by the Assignee to any of its customers.

“Bond” or “Bonds” means the Bonds authorized to be issued hereunder.

“Bond Determination” shall have the meaning set forth in Section 3 hereof.

“Bond Fund” means “The County of Sangamon Economic Development Revenue Bonds Bond Fund (Land of Lincoln Goodwill Industries, Inc. Project, Series 2007)” created by Section 5 hereof.

“Bond Purchase Agreement” means the Bond Purchase Agreement dated September 11, 2007, among the Issuer, the Purchaser and the Borrower.

“Bond Register” means the bond register maintained by the Bond Registrar and Paying Agent.

“Bond Registrar and Paying Agent” means National City Bank, a national banking association, with its office at One North Old State Capitol Plaza, Springfield, Illinois 62701, and its successor or successors and any other corporation which at the time may be

substituted in its place pursuant to and at the time serving as Bond Registrar and Paying Agent under the Bond Registrar and Paying Agent Agreement.

“Bond Registrar” means the Bond Registrar and Paying Agent.

“Bond Registrar and Paying Agent Agreement” means the Bond Registrar and Paying Agent Agreement dated as of September 1, 2007, by, between and among the Issuer, the Borrower and the Bond Registrar and Paying Agent.

“Bond Resolution” means collectively this resolution and the Bond Determination.

“Bondholder,” “Registered Owner” or “Owner” means National City Bank, a national banking association, with its office at One North Old State Capitol Plaza, Springfield, Illinois 62701, and its successors to all or any part of the Bonds, as registered in the Bond Register.

“Borrower” means Land of Lincoln Goodwill Industries, Inc., a not-for-profit corporation, duly organized and existing under the laws of the State of Illinois, and its successors and assigns.

“Change in Law” means a change in the Code, the regulations promulgated thereunder or in the interpretation thereof by any court, administrative authority or other governmental authority (other than an Event of Taxability) which takes effect after the date of issuance of the Bonds, and which changes the effective yield on the Bonds to the Bondholder, including, but not limited to, changes in the Corporate Tax Rate.

“Code” means the Internal Revenue Code of 1986, as now or hereafter amended, and applicable regulations. All references herein to sections of the Code are to the sections thereof as they existed on the date of execution of the Loan Agreement.

“Corporate Tax Rate” shall mean the highest marginal statutory rate of Federal income tax imposed on corporations and applicable to a Bondholder.

“Cost of Funds” shall have the meaning set forth in the Bond Determination.

“Dated Date” shall have the meaning set forth in the Bond Determination.

“Default” means those defaults, exclusive of any period of grace, specified in and defined in Section 11 hereof.

“Effective Date of Taxability” means the date set forth in an opinion of Bond Counsel as described in Section 2.3 (a) (iii) of the Loan Agreement.

“Event of Default” means those events specified in and defined in Section 11 hereof.

“Government Obligations” means direct obligations of the United States of America.

The words “hereof,” “herein,” “hereunder” and other words of similar import refer to this Bond Resolution as a whole.

“Initial Rate” shall have the meaning set forth in the Bond Determination.

“Interest Payment Date” shall have the meaning set forth in the Bond Determination.

“Interest Rate Adjustment Date” shall have the meaning set forth in the Bond Determination.

“Investment Securities” means (i) direct obligations of the United States of America, or (ii) deposits which are fully insured by the Federal Deposit Insurance Corporation, or (iii) any other deposits with the consent of the Assignee and the Borrower.

“Issuer” means The County of Sangamon, Illinois.

“Loan Agreement” means the Loan Agreement dated as of September 1, 2007, by and between the Issuer and the Borrower, including the Note of the Borrower executed and delivered pursuant thereto, as from time to time amended and supplemented by Supplemental Loan Agreements.

“Maturity Date” shall have the meaning set forth in the Bond Determination.

“Note” means the note of the Borrower in the principal amount of \$2,000,000 delivered to the Issuer and endorsed to the Assignee which evidences the obligation of the Borrower to repay the loan to it by the Issuer of the proceeds of the Bonds, which note is in substantially the form attached as Exhibit A to the Loan Agreement.

“Overdue Rate” means the applicable interest rate (Initial Rate, Adjusted Rate, Adjusted Tax Exempt Rate or Taxable Interest Rate, all as herein defined, as the case may be), plus two percent (2%).

“Paying Agent” means National City Bank, a national banking association, Springfield, Illinois, pursuant to the Bond Registrar and Paying Agent Agreement.

“Person” means natural persons, partnerships, associations, corporations and public bodies.

“Principal Amount” means \$2,000,000.

“Principal Payment Date” shall have the meaning set forth in the Bond Determination.

“Purchaser” means National City Bank, a national banking association, Springfield, Illinois.

“Project” means collectively all or a portion of the cost of the acquisition, renovation, rehabilitation, equipping and improvement of a building and adjacent parking area located at 2001 West Wabash Avenue, Springfield, Illinois, said location being within the territorial boundaries of the Issuer, to be owned and operated by the Borrower, and which when completed will be used by the Borrower to provide rooms for client training, client counseling, staff education and administration, a donation receiving and processing center and a retail used goods thrift store with the proceeds from the sales generated within the thrift store utilized to enhance the volume and quality of education and training services the Borrower is able to provide to individuals with disabilities who are citizens of the community in order to assist those individuals to become as self sufficient as their abilities will allow, and the costs of issuance of the Bonds, to be financed with the proceeds of the Bonds, as each term is defined and described in the Loan Agreement.

“Project Fund” means “The County of Sangamon Economic Development Revenue Bonds Project Fund (Land of Lincoln Goodwill Industries, Inc. Project, Series 2007)” created by Section 5 hereof.

“Rebate Fund” means “The County of Sangamon Economic Development Revenue Bonds Rebate Fund (Land of Lincoln Goodwill Industries, Inc. Project, Series 2007)” created by Section 9 hereof

“Register” means the books for the registration and transfer of all Bonds issued hereunder and maintained pursuant to the Bond Registrar and Paying Agent Agreement.

“Registered Owner(s)” means the Bondholder.

“Supplemental Loan Agreement” means any amendment or supplement to this Loan Agreement entered into pursuant Section 3.10 of the Loan Agreement.

“Taxable Interest Rate” means a rate of interest per annum equal to the Base Rate from time to time in effect.

Section 2. Authorization Of The Project. That in order to promote the general welfare of The County of Sangamon, Illinois and its inhabitants by providing for the economic development of the Issuer and providing increased employment, increased revenue and an increased tax base for the Issuer, the Project shall be and is hereby authorized to be financed as described herein. It is hereby found and declared that the financing for the Project and the use thereof by the Borrower as hereinafter provided is necessary to accomplish the public purposes described in the preamble hereto and in the Act.

Section 3. Authorization And Payment Of Bonds. That for the purpose of financing the cost of said Project there shall be and there is hereby authorized to be issued by the Issuer its Economic Development Revenue Bonds (Land of Lincoln Goodwill Industries, Inc. Project), Series 2007, in the Principal Amount. The Bonds shall be dated as of the date of issuance thereof, and be payable to the order of the Bondholder in the amount and on the dates set forth in the Bond form and shall bear interest on the unpaid principal installments at the rate set forth in the Bond form, said principal and interest payments to be made as set forth in the Bond form and the Bond Determination. The Initial Rate shall not exceed 9% per annum.

The total amount of the Bonds, the maturity dates, principal amounts, interest rates and other required terms of the Bonds shall be determined prior to the closing for the Bonds (the "Closing") by the Chairman of the County Board in consultation with any other officials of the Issuer as the Chairman of the County Board shall deem appropriate. All such terms shall be set forth in a document acceptable to Bond Counsel and such document shall be referred to herein as the "Bond Determination." The Bond Determination will be executed at or prior to the Closing by the Chairman of the County Board and the County Clerk of the Issuer and said officials are hereby authorized and directed to establish the terms of the Bonds required to be set forth in the Bond Determination subject to all parameters and terms set forth in this Bond Resolution and are hereby authorized and directed to execute and deliver the Bond Determination and any and all other documents necessary in the judgment of Bond Counsel, including changes of a technical nature, in the opinion of Bond Counsel, to this Bond Resolution which the Chairman of the County Board is hereby authorized to make, to complete the transactions contemplated herein on behalf of the Issuer. This Bond Resolution and the Bond Determination are collectively referred to herein as the "Bond Resolution".

Principal payments shall be made together with accrued interest payments on each Principal Payment Date in amounts calculated in accordance with the schedule or formula set forth in the Bond Determination and the Amortization Schedule attached to the Bond. The interest payments shall be in arrears, calculated at the applicable interest rate for the actual number of days elapsed, with a 360 day year basis. All payments of principal and interest shall be due and payable on the Principal Payment Dates and the Interest Payment Dates, respectively, through the Maturity Date, when payment shall be made of all principal then remaining unpaid together with interest thereon. All payments shall be applied first to interest due and the balance to repayment of principal.

The principal installments of the Bonds are subject to prepayment (concurrently with prepayment of the Note) at the option of the Borrower at any time, in whole or in part, with a prepayment charge as set forth in the Loan Agreement.

In the event of prepayment, the Bonds may be redeemed by the Bond Registrar as directed by the Assignee at a prepayment price of par plus accrued interest to the prepayment date with premium upon written notice to the Registered Owners of the Bonds given by the Borrower on behalf of the Issuer, at least five (5) business days prior to the

installment payment date which the Borrower shall have designated as the prepayment date. In the event the Bonds are redeemed in part, the Registered Owner of the Bonds shall deliver the Bonds to the Paying Agent for an endorsement which duly notes the redemption in part. Any failure to have duly noted or endorsed such prepayment shall not render such prepayment ineffective. In addition, the Bonds are subject to redemption as set forth in the Loan Agreement.

All principal installments of the Bonds or portion thereof designated for prepayment will cease to bear interest on the specified prepayment date, provided funds for their prepayment are on deposit at the place of payment at that time.

The principal installments of (except the final installment which will be paid upon presentment at the principal office of the Paying Agent) and interest on the Bonds shall be payable by check or draft of the Paying Agent mailed to the Registered Owner of the Bonds at the address as shown in the Bond Register.

The Bonds shall be signed by the Chairman of the County Board and attested by the County Clerk of the Issuer and the corporate seal of the Issuer shall be affixed thereto.

The Bonds, together with interest thereon, shall be limited obligations of the Issuer secured by, among other things, the Assignment and payable solely from the receipts derived from and as described in the Loan Agreement (except to the extent paid out of moneys attributable to the Bond proceeds or the income from the temporary investment thereof) and shall be a valid claim of the Registered Owners hereof only against moneys required to be applied to the payment of the Bonds and other moneys held by the Assignee and Paying Agent and the receipts derived from the Loan Agreement, which receipts shall be used for no other purpose than to pay the principal installments of, and interest on the Bonds, except as may be otherwise expressly authorized in this Bond Resolution. The Bonds and the obligation to pay interest thereon do not now and shall never constitute an indebtedness or a loan of credit of the Issuer, the State of Illinois or any political subdivision thereof, or a charge against their general taxing powers, within the meaning of any constitutional or statutory provisions of the State of Illinois, but shall be secured by the Assignment, and payable solely from the receipts from the Loan Agreement. Without limiting the foregoing, the Issuer makes no representation that interest on the Bonds is or will continue to be tax-exempt under the Code, and expressly disclaims any liability for absence or loss of any such tax-exempt status for any reason whatsoever.

Section 4. Bond Form. That the Bonds shall be in substantially the form as shown on attached Exhibit A, with appropriate insertions.

Section 5. Creation Of The Project Fund And Bond Fund; Custody And Application Of Proceeds of Bonds.

(a) Project Fund. There is hereby created and established with the Assignee a special fund in the name of the Issuer to be designated "The County of Sangamon Economic Development Revenue Bonds Project Fund (Land of Lincoln Goodwill Industries, Inc. Project, Series 2007)" (the "Project Fund") and identified with the name of the Borrower. The proceeds received by the Issuer upon the sale of the Bonds shall be deposited in the Project Fund which shall be held in a separate account by the Assignee. The Project Fund shall be funded on the Closing Date with the net proceeds of the Bonds as set forth in Section 4.3 of the Loan Agreement. Moneys in the Project Fund shall be expended in accordance with the provisions of the Loan Agreement, and particularly Article IV thereof.

The Assignee shall keep and maintain adequate records pertaining to the Project Fund and all disbursements therefrom, and after the Project has been completed and a certificate of payment of all costs filed as provided in this Section, the Assignee shall deliver copies of such records to the Issuer and the Borrower.

The completion of the Project and payment of all costs and expenses incident thereto shall be evidenced by the filing with the Issuer and the Assignee of a certificate of the Authorized Borrower Representative (as set forth in Section 10.1 of the Loan Agreement). Any moneys thereafter remaining in the Project Fund shall be applied in accordance with Sections 4.5 and 9.3 of the Loan Agreement.

(b) Bond Fund. There is hereby created and established with the Assignee a special fund in the name of the Issuer to be designated "The County of Sangamon Economic Development Revenue Bonds Bond Fund (Land of Lincoln Goodwill Industries, Inc. Project, Series 2007)" (the "Bond Fund") and identified with the name of the Borrower. The payments of the Borrower received by the Issuer or the Assignee shall be deposited in the Bond Fund which shall be held in a separate account by the Assignee. Moneys in the Bond Fund shall be held for application to payment of the Bonds and shall be timely paid over to the Paying Agent for application in accordance with the provisions of this Bond Resolution and the Bond Registrar and Paying Agent Agreement.

The Assignee shall keep and maintain adequate records pertaining to the Bond Fund and all disbursements therefrom, and after all the Bonds have been paid and all costs filed as provided in this Section, the Assignee shall deliver copies of such records to the Issuer and the Borrower.

The payment of all the Bonds and payment of all costs and expenses incident thereto shall be evidenced by the filing with the Issuer and the Assignee of a certificate of the Authorized Borrower Representative (as set forth in Section 10.1 of the Loan Agreement). Any moneys thereafter remaining in the Project Fund shall be applied in accordance with Sections 4.5 and 9.3 of the Loan Agreement.

Section 6. Payment Of Amounts Under The Loan Agreement. It is the declared intention of the Issuer to authorize the disbursement of the proceeds of the Bonds in order to finance the acquisition, construction and improvement of the Project pursuant to the Loan Agreement in substantially the form which has been presented to and is hereby approved by the County Board of the Issuer.

The Chairman of the County Board is hereby authorized to execute and acknowledge said Loan Agreement for and on behalf of the Issuer, and the County Clerk is hereby authorized to attest same and to affix thereto the corporate seal of the Issuer.

The Loan Agreement and the Note and the receipts therefrom, including all moneys received under their terms and conditions, are intended to be sufficient to pay the principal installments of and interest on the Bonds hereby authorized and are hereby pledged and ordered paid to the Registered Owners of the Bonds for payment of the Bonds. The Loan Agreement provides that the Borrower shall remit the required payments thereunder directly to the Assignee for deposit in the Bond Fund for payment of the Bonds and such provision for payment is hereby expressly approved.

Section 7. Receipts. Notwithstanding any provision of this Bond Resolution or the Loan Agreement to the contrary, the Bonds and all payments required of the Issuer hereunder are not general obligations of the Issuer but are special and limited obligations secured by the Assignment and are payable by the Issuer solely and only out of the receipts derived from the Loan Agreement and the Note as provided herein and therein.

There shall be deposited in the Bond Fund and applied to the payment of the Bonds, as and when received, (a) a sum equal to the accrued interest paid by the purchaser of the Bonds, if any; (b) all prepayments specified in the Loan Agreement; and (c) all other moneys required to be deposited under and pursuant to any of the provisions of the Loan Agreement and the Note. The Assignee is authorized and directed to transfer amounts available therefor to the Paying Agent for the payment when due of the principal of and interest on the Bonds.

The Issuer covenants and agrees that should there be a default under the Loan Agreement, the Issuer shall fully cooperate with the Assignee and with the Registered Owners of the Bonds to enforce the obligations of the Borrower under the Loan Agreement and the Note to the end of fully protecting the rights and security of such Registered Owners. Nothing herein shall be construed as requiring the Issuer to use any funds or receipts from any source other than funds and receipts derived from or as described in the Loan Agreement and the Note, or to undertake to perform the obligations of the Borrower under the Loan Agreement and the Note, including without limitation the obligation to complete the Project.

Any amounts held by the Assignee, after payment in full of the principal installments of and interest on the Bonds (or provision for payment thereof as provided in this Bond Resolution) and the charges and expenses of the Bond Registrar and Paying

Agent, shall be paid to the Borrower upon the expiration or sooner termination of the term of the Loan Agreement.

Section 8. Assignment. As security for the due and punctual payment of the principal installments of and interest on the Bonds hereby authorized, the Issuer hereby assigns and pledges to the Assignee, the Loan Agreement and the Note, including all receipts derived by the Issuer pursuant to the Loan Agreement and the Note (except any payment made pursuant to Sections 2.3, 3.4, 6.4, 8.2, 8.3, 8.5, 8.6 and 8.7 of the Loan Agreement relating to reimbursement or indemnification of the Issuer by the Borrower) and all rights and remedies of the Issuer under the Loan Agreement and the Note to enforce payment thereof, including evidence of such assignment and of the agreement of the Assignee to accept its responsibilities with respect to the moneys to be applied to the payment of the Bonds, the Chairman of the County Board is hereby authorized to execute for and on behalf of the Issuer, and the Chairman of the County Board and County Clerk are authorized and directed to cause the Assignment to be executed by the Assignee, with the Assignment to be in substantially the form which has been presented to and is hereby approved by the County Board of the Issuer.

Section 9. Investments: Arbitrage. Any moneys held as part of the Project Fund created pursuant to Section 5 hereof or held by the Assignee for application to payment of the Bonds, may be invested or reinvested on the direction of the Borrower, in accordance with the provisions of the Loan Agreement and this Bond Resolution. Any such investment shall be held by or under control of the Assignee or Bond Registrar and shall be deemed at all times a part of the account from which such investment was made and the interest accruing thereon and any profit realized from such investments shall be credited to such account, and any loss resulting from such investments shall be charged to such account, which loss shall be an obligation of the Borrower as provided in the Loan Agreement.

As and when any amount invested pursuant to this Section may be needed for disbursement, the Borrower may direct the Assignee to cause a sufficient amount of the investments to be sold and reduced to cash to the credit of such accounts regardless of the loss on such liquidation which loss shall be the obligation of the Borrower to restore to the affected fund as described in the Loan Agreement.

With respect to Section 148 of the Code, the Borrower has made certain certifications and representations to the Issuer in Sections 2.2 and 2.3 of the Loan Agreement, which certifications and representations by this reference are incorporated herein and made a part hereof. The Issuer agrees to comply with all provisions of the Code which, if not complied with by the Issuer, would cause the Bonds not to be tax-exempt. The County Board of the Issuer, acting in reliance upon such certifications and representations, in furtherance of the foregoing provisions, but without limiting their generality, agrees that it will not take or authorize the taking of any action which will affect the tax-exempt status of the Bonds under the Code or will cause the Bonds to be classified

as an "arbitrage bond" within Section 148 of the Code and regulations or rulings lawfully promulgated thereunder.

The Issuer recognizes that the provisions of Section 148 of the Code require a rebate to the United States government in certain circumstances, and pursuant to the Arbitrage Regulation Agreement creates and orders established with the Assignee, a trust fund in the name of the Issuer to be designated "The County of Sangamon Economic Development Revenue Bonds Rebate Fund (Land of Lincoln Goodwill Industries, Inc. Project, Series 2007)" (the "Rebate Fund"), which shall be held, invested, expended and accounted for at the direction of the Borrower and at the Borrower's expense in accordance with the Assignment, the Loan Agreement and the Arbitrage Regulation Agreement. Such Rebate Fund shall not be considered moneys held under the Assignment and shall not constitute part of the Project held for the benefit of the Registered Owners, the Issuer, or the Borrower, but shall be held on behalf of the United States government as contemplated by the provisions of the Arbitrage Regulation Agreement and subject to direction by the Borrower as provided in the Arbitrage Regulation Agreement.

Moneys in the Rebate Fund shall be held in trust by the Assignee and, except for those excess amounts which may be transferred to the Assignee as funds to be held and applied under the Assignment, shall be held for future payment at the Borrower's direction to the United States government as contemplated under the provisions of the Arbitrage Regulation Agreement.

Notwithstanding the foregoing, exemptions to rebate requirements applicable to the Bonds appear at Section 148(f)(4)(C) of the Code and Treasury Regulation 1.148-7(d). Based upon the certifications of the Borrower, no rebate is required or planned by the Issuer. In support of this conclusion, the Chairman of the County Board and the County Clerk may make such further certifications and covenants as they deem necessary in the Arbitrage Regulation Agreement.

Section 10. General Covenants. The Issuer covenants that it will promptly cause to be paid solely and only from the source mentioned in the Bonds, the principal installments of and interest on the Bonds hereby authorized at the place, on the dates and in the manner provided herein and in the Bonds according to the true intent and meaning thereof. The Bonds and the obligation to pay interest thereon are limited obligations of the Issuer, secured by, among other things, the Assignment and payable solely out of the receipts derived by the Issuer from the Loan Agreement and the Note and otherwise as provided herein and in the Loan Agreement and the Note. The Bonds and the obligation to pay interest thereon shall not be deemed to constitute an indebtedness or a loan of credit of the Issuer, the State of Illinois or any political subdivision thereof, or a charge against their general taxing powers, within the meaning of any constitutional or statutory provision of the State of Illinois. The Issuer covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Bond Resolution, in the Bonds and in all proceedings of its County Board pertaining thereto. The Issuer covenants that it is duly authorized under the Constitution and laws of the State of Illinois,

including particularly and without limitation the Act, to issue the Bonds authorized hereby, and to pledge and assign the receipts hereby pledged and assigned in the manner and to the extent herein set forth; and that all action on its part for the issuance of the Bonds has been duly and effectively taken and that the Bonds are and will be a valid and enforceable limited obligation of the Issuer according to the true intent and meaning thereof, except as the enforceability of the same may be subject to bankruptcy, insolvency, reorganization, moratorium and other laws in effect from time to time affecting creditors' rights, and to the exercise of judicial discretion in accordance with general principles of equity.

The Issuer covenants that it will execute, acknowledge and deliver such instruments and other documents as the Registered Owners of the Bonds or the Assignee may reasonably require for the better assuring, granting, pledging and assigning unto the Assignee the interest of the Issuer in the Loan Agreement and the Note, as well as the rights of the Issuer in and to the receipts hereby assigned and pledged to the payment of the principal installment of and interest on the Bonds. The Issuer covenants and agrees that, except as herein and in the Loan Agreement provided, it will not sell, convey, mortgage, encumber or otherwise dispose of any part of the receipts derived from the Loan Agreement and the Note or of its rights under the Loan Agreement and the Note.

The Issuer covenants and agrees that all books and documents in its possession relating to the receipts derived from and as described in the Loan Agreement and the Note shall at all reasonable times be open to inspection by the Registered Owners of the Bonds or such accountants or other agencies as such Registered Owners may from time to time designate.

Section 11. Event of Default And Remedies. If any of the following events occur it is hereby defined as and declared to be and to constitute an "Event of Default":

(a) Default in the due and punctual payment of any interest on the Bonds or of any principal installments of the Bonds, whether at the stated maturity thereof, or upon proceedings for prepayment thereof.

(b) Any event of default under Section 8.1 of the Loan Agreement shall have occurred.

Upon the occurrence of an Event of Default and so long as such event is continuing, the Assignee by notice in writing delivered to the Issuer and the Borrower, may declare the principal installments of the Bonds and the interest accrued thereon immediately due and payable, and such principal installments and interest shall thereupon become and be immediately due and payable. Upon any such declaration all payments under the Loan Agreement and the Note from the Borrower immediately shall become due and payable as provided in the Loan Agreement.

While any principal installments of the Bonds or interest are unpaid, the Issuer shall not exercise any of the remedies on default specified in Section 8.2 of the Loan Agreement without prior written consent of the Assignee.

Upon the occurrence of an Event of Default, the Assignee may pursue any available remedy at law or in equity by suit, action, mandamus or other proceeding to enforce the payment of the principal installments and interest on the Bonds and to enforce and compel the performance of the duties and obligations of the Issuer as herein set forth and of the Borrower as set forth in the Loan Agreement and the Note.

No remedy by the terms of this Bond Resolution conferred upon or reserved to the Assignee 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 to the Assignee or to the Registered Owner hereunder or now or hereafter existing at law or in equity or by statute.

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

All moneys received pursuant to any right given or action taken under the provisions of this Section or under the provisions of the Loan Agreement (after payments of the costs and expenses of the proceedings resulting in the collection of such moneys and of the expenses, liabilities and advances incurred or made by the Issuer, the Assignee or the Registered Owners of the Bonds) and all moneys in the Bond Fund or Project Fund at the time of the occurrence of an Event of Default shall be applied to the payment of the principal installments and interest then due and unpaid upon the Bonds to the person entitled thereto.

Whenever moneys are to be applied pursuant to the provisions of this Section, such moneys shall be applied at such times, and from time to time, as the Paying Agent or the Assignee as the case may be shall determine, but in any event within fifteen (15) business days after receipt of such moneys by the Paying Agent or the Assignee as the case may be. The Paying Agent shall give such notice as it may deem appropriate of the receipt of any such moneys and of the fixing of any such date, and shall not be required to make payment to the Registered Owner of any Bond until such Bond shall be presented to the Paying Agent for appropriate endorsement or for cancellation if fully paid.

Whenever all principal installments and interest on the Bonds have been paid under the provisions of this Section and all expenses of the Assignee, Paying Agent, Bond Registrar and the Issuer have been paid, any balance remaining with the Assignee shall be paid to the Borrower.

With regard to any default concerning which notice is given to the Borrower under the provisions of this Section, the Issuer hereby grants the Borrower full authority for account of the Issuer to perform or observe any covenant or obligation alleged in said notice not to have been performed or observed, in the name and stead of the Issuer with full power to do any and all things and acts to the same extent that the Issuer could do in order to remedy such default.

Section 12. Sale Of The Bonds; Execution Of Bond Purchase Agreement. The sale of the Bonds (the execution and issuance of which is authorized pursuant to Section 13 hereunder) to the Purchaser, at a price of the Principal Amount, plus accrued interest, if any, and payment pursuant to the Bond Purchase Agreement is hereby in all respects authorized, approved and confirmed. The Bond Purchase Agreement in substantially the form which has been presented to this County Board is hereby approved.

The Chairman of the County Board is hereby authorized and directed to execute said Bond Purchase Agreement for and on behalf of the Issuer, and the County Clerk is hereby authorized to attest the same and to affix thereto the corporate seal of the Issuer.

Section 13. Performance Provisions. The forms, terms and provisions of the proposed Loan Agreement, Bond Purchase Agreement, Note, Assignment, Bond Registrar and Paying Agent Agreement and Arbitrage Regulation Agreement (the "Issuer Documents") are hereby in all respects approved, and the Chairman of the County Board and County Clerk are hereby authorized, empowered and directed to execute and deliver the Issuer Documents and to execute the Bond Determination in the name and on behalf of the Issuer. The Issuer Documents, as executed and delivered, shall be in substantially the forms now before this meeting and hereby approved, or with such changes therein as shall be approved by the officers of the Issuer executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the forms of the Issuer Documents now before this meeting.

The Chairman of the County Board and County Clerk be, and they are hereby, further authorized and directed for and on behalf of the Issuer, to execute all papers, documents, certificates and other instruments that may be required for the carrying out of the authority conferred by this Bond Resolution or to evidence said authority and to exercise and otherwise take all necessary action to the full realization of the rights, accomplishments and purposes of the Issuer under the Loan Agreement, the Assignment, the Bond Purchase Agreement, the Arbitrage Regulation Agreement and the Bond Registrar and Paying Agent Agreement and to discharge all of the obligations of the Issuer thereunder. From and after the execution and delivery of the Issuer Documents authorized by this Bond Resolution, the officers, agents and employees of the Issuer are hereby further authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out the intent and accomplish the purposes of this resolution and to comply with and make effective the provisions of the instruments as executed.

Section 14. Other Tax Covenants.

A. The Issuer recognizes the provisions of Section 265(b)(3) of the Code which provide that a "qualified tax exempt obligation" as therein defined may be treated by certain financial institutions as if it were acquired on August 7, 1986, for certain purposes. The Issuer hereby designates each of the Bonds as may be from time to time outstanding for purposes of Section 265(b)(3) of the Code as a "qualified tax exempt obligation" as provided herein. In making such designation, the Issuer is relying upon covenants and warranties of the Borrower and continued compliance in connection with Section 501(c)(3) of the Code and the status of the Bonds as "Qualified 501(c)(3) Bonds" under Section 141(e)(1)(G).

In support of such designation, the Issuer certifies, represents and covenants as follow:

1) Including the Bonds, the Issuer (including any entities subordinate thereto) has not and does not reasonably expect to issue in excess of \$10,000,000 in "qualified tax-exempt obligations" during calendar year 2007.

2) Including the Bonds, not more than \$10,000,000 of obligations issued by the Issuer (including any entities subordinate thereto) during calendar year 2007 have been to date or will be designated by the Issuer for purposes of said Section 265(b)(3).

B. The Bonds are qualified 501(c)(3) "private activity bonds" as defined in Section 141(e)(1)(G) of the Code. In support of such conclusion, the Issuer certifies, represents and covenants as follows:

1) All property which is to be provided by the net proceeds of the issue is to be owned by a 501(c)(3) organization or a governmental unit.

2) No direct or indirect payments are to be made on any Bonds with respect to any private business use by any person other than the qualified 501(c)(3) organization.

3) None of the proceeds of the Bonds are to be used, directly or indirectly, to make or finance loans to persons other than a qualified 501(c)(3) organization.

C. The Issuer recognizes that Section 149 of the Code requires the Bonds to be issued and to remain in fully registered form in order to be and remain tax-exempt. In this connection, the Issuer agrees that it will not take any action to permit the Bonds to be issued in, or converted into, bearer or coupon form.

Section 15. Notices. It shall be sufficient service of any notice or other paper on the Issuer if the same shall be duly mailed to the Issuer by registered or certified mail, postage prepaid, return receipt requested, addressed to the Issuer at The County of Sangamon, Room 201, Sangamon County Court House, 200 South 9th Street, Springfield, Illinois 62701, Attention: County Board Chairman, or to such other address as the Issuer may from time to time file with the Assignee and the Borrower. It shall be sufficient service of any notice or other paper on the Borrower if the same shall be duly mailed to the Borrower by registered or certified mail, postage prepaid, return receipt requested, addressed to Land of Lincoln Goodwill Industries, Inc., 800 North 10th Street, Springfield, Illinois 62702, Attention: Executive Director, or to such other address as the Borrower may from time to time file with the Issuer and the Assignee. It shall be sufficient service of any notice or other paper on the Assignee if the same shall be duly mailed to the Assignee by registered or certified mail, postage prepaid, return receipt requested, addressed to National City Bank, One North Old State Capitol Plaza, Springfield, Illinois 62701, Attention: Commercial Lending, or to such other address or addresses as the Assignee (including as Registrar and Paying Agent as the case may be) may from time to time file with the Issuer and the Borrower.

Section 16. Resolution A Contract; Provisions For Modifications, Alterations and Amendments. The provisions of this Bond Resolution shall constitute a contract between the Issuer and the Registered Owner or Registered Owners of the Bonds hereby authorized; and after the issuance of the Bonds no modification, alteration, or amendment or supplement to the provisions of this Bond Resolution shall be made in any manner except with the written consent of the Registered Owner or Registered Owners of the Bonds until such time as all principal installments of, and interest on the Bonds shall have been paid in full.

Section 17. Satisfaction And Discharge. All rights and obligations of the Issuer and the Borrower under the Loan Agreement, the Note, the Assignment, the Bonds, the Bond Purchase Agreement and this Bond Resolution shall terminate and such instruments shall cease to be of further effect and the Assignee and Paying Agent shall cancel the Bonds, deliver them to the Issuer, and deliver a copy of the canceled Bonds to the Borrower, and shall assign and deliver to the Borrower any moneys held by the Assignee and Paying Agent required to be paid to the Borrower under Section 7 hereof (except moneys held by the Paying Agent for the payment of principal of or interest on the Bonds) when:

- (a) all expenses of the Issuer, the Assignee, the Registrar and the Paying Agent shall have been paid;
- (b) the Issuer and the Borrower shall have performed all of their covenants and promises in the Loan Agreement, the Note, the Assignment, the Bonds, the Bond Purchase Agreement and in this Resolution; and
- (c) all principal installments and interest on the Bonds have been paid.

Section 18. Severability. If any section, paragraph, clause or provision of this resolution shall be ruled by any court of competent jurisdiction to be invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining provisions hereof.

Section 19. Captions. The captions or headings of this resolution are for convenience only and in no way define, limit or describe the scope or intent of any provision of this resolution.

Section 20. Provisions In Conflict Repealed. All resolutions, and orders, or parts thereof, in conflict with the provisions of this resolution are to the extent of such conflict, hereby repealed, and this Bond Resolution shall be in full force and effect upon its passage and approval as required by law.


AND BE IT FURTHER RESOLVED, that the Chairman of the County Board of The County of Sangamon is authorized to execute all documents necessary to effectuate this Bond Resolution.

This Bond Resolution is hereby passed by the affirmative vote, the "ayes" and "nays" being called, of a majority of the members of the County Board of The County of Sangamon, Illinois, at a regular meeting of said County Board on the 11th day of September, 2007.

PASSED by the County Board this 11th day of September, 2007.



Chairman of the County Board



County Clerk


STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

I, Joseph T. Aiello, hereby certify that I am the duly qualified and acting County Clerk of The County of Sangamon, Illinois and as such official I further certify that attached hereto is a copy of a RESOLUTION AUTHORIZING THE ISSUANCE AND SALE BY THE COUNTY OF ITS ECONOMIC DEVELOPMENT REVENUE BONDS (LAND OF LINCOLN GOODWILL INDUSTRIES, INC. PROJECT), SERIES 2007, AUTHORIZING EXECUTION OF A LOAN AGREEMENT, AN ASSIGNMENT AND AGREEMENT, AND A BOND PURCHASE AGREEMENT, ALL RELATIVE TO SAID BONDS, AND AUTHORIZING OTHER ACTION TO BE TAKEN WITH RESPECT TO THE ISSUANCE, SALE AND DELIVERY OF SAID BONDS, dated as of September 11, 2007 (the "Bond Resolution") adopted at the meeting of the County Board of The County of Sangamon, Illinois held on September 11, 2007; that I have compared said copy with the original Bond Resolution in my official custody; that said copy is true, correct and complete; and that as of the date hereof the attached Bond Resolution is still in full force and effect and has not been amended, repealed or rescinded.

I further certify that in accordance with the requirements of The Open Meetings Act, 5 ILCS 120/1 *et seq.*, public notice of the regular dates, times and places of the regular meetings of the County Board of The County of Sangamon, Illinois was given at the beginning of the 2007 calendar or fiscal year of The County of Sangamon, Illinois by posting a copy of such notice at the principal office of the County Board, namely at the Room 201, Sangamon County Court House, 200 South 9th Street, Springfield, Illinois, and by supplying copies of such notice to any local newspaper of general circulation or any local radio or television station that has filed an annual request for such notice.

I further certify that all meetings of the County Board concerning the \$2,000,000 Economic Development Revenue Bonds (Land of Lincoln Goodwill Industries, Inc. Project), Series 2007, were held at times and places convenient to the public and specified in the notice regarding said meetings, and that said meetings were public meetings.

WITNESS my official signature and seal of The County of Sangamon, Illinois this 26th day of September, 2007.



County Clerk

EXHIBIT A

(FORM OF SERIES 2007 BOND)

UNITED STATES OF AMERICA

THE COUNTY OF SANGAMON, ILLINOIS

ECONOMIC DEVELOPMENT REVENUE BONDS

(Land of Lincoln Goodwill Industries, Inc. Project)

SERIES 2007

No. R-1

\$2,000,000.00

(1) KNOW ALL MEN BY THESE PRESENTS that The County of Sangamon, Illinois (the "Issuer"), a county of the State of Illinois, for value received, promises to pay from the source and as hereinafter provided, to the order of NATIONAL CITY BANK, a national banking association (the "Purchaser"), or registered assigns, the principal sum of TWO MILLION DOLLARS (\$2,000,000), in installments of principal as hereinafter provided and to pay interest on the unpaid balance of said principal sum as hereinafter provided, until the principal amount is paid in full.

Interest shall be calculated on the outstanding principal amount of this Bond from the date of the authentication of this Bond at an interest rate equal to ___ and ___/100's percent (___%) per annum (the "Initial Rate"). The Initial Rate shall be adjusted to the Adjusted Rate on _____ (the "Interest Rate Adjustment Date"); provided, however, that from and after any Effective Date of Taxability as defined in the Loan Agreement this Bond shall bear interest at the Taxable Interest Rate.

If there is a Change in Law, the interest rate on this Bond shall change accordingly to compensate the holder for such change in the effective yield on this Bond.

In the event of an increase or decrease in the Corporate Tax Rate of the Bondholder, enacted or effective after the date of issuance of this Bond, the interest rate set forth herein (other than any interest rate in effect following a Determination of Taxability or an Event of Default) shall be decreased (in the case of an increase in the Corporate Tax Rate) or increased (in the case of a decrease in said Corporate Tax Rate) to the Adjusted Tax Exempt Rate, effective as of the date of such change in the Corporate Tax Rate.

In the event of a change in the Corporate Tax Rate, the interest payments hereon shall be increased, or decreased, as applicable, effective on the first business day after the change in the Corporate Tax Rate, so that each payment shall be equal to the sum of (a) the

principal which would have been paid as if the change in the Corporate Tax Rate had not occurred; and (b) the accrued interest at the Adjusted Tax Exempt Rate.

“Adjusted Rate” means the rate calculated on the Interest Rate Adjustment Date by the Purchaser equal to the Purchaser’s Cost of Funds on the Interest Rate Adjustment Date plus 0.80%.

“Adjusted Tax Exempt Rate” means the product of (a) the interest rate on the Bonds times (b) a fraction (expressed as a decimal) the numerator of which is the number 1 minus the Corporate Tax Rate in effect following the change in the Corporate Tax Rate and the denominator of which is the number 1 minus the Corporate Tax Rate in effect on the date of the original issuance of the Bonds.

“Base Rate” means the floating, daily, variable rate per annum of interest determined and announced by the Assignee from time to time as its “Base Lending Rate” (without reference to prime or base rate of any other financial institution) which rate may not necessarily be the lowest rate of interest charged by the Assignee to any of its customers.

“Change in Law” means a change in the Code, the regulations promulgated thereunder or in the interpretation thereof by any court, administrative authority or other governmental authority (other than an Event of Taxability) which takes effect after the date of issuance of the Bonds, and which changes the effective yield on the Bonds to the Bondholder, including, but not limited to, changes in the Corporate Tax Rate.

“Code” means the Internal Revenue Code of 1986, as now or hereafter amended, and applicable regulations. All references herein to sections of the Code are to the sections thereof as they existed on the date of execution of the Loan Agreement.

“Corporate Tax Rate” shall mean the highest marginal statutory rate of Federal income tax imposed on corporations and applicable to a Bondholder.

“Cost of Funds” means the Purchaser’s cost of funds (including liquidity premium, if any) as determined by the Purchaser in the exercise of its sole discretion and quoted to the Borrower upon request, which shall be the same cost of funds (including liquidity premium, if any) quoted to other customers of the Purchaser for obligations of similar amount, maturity and loan structure as the Note.

“Initial Rate” means a rate of interest equal to _____ percent (____%) per annum.

“Interest Payment Date” means the _____ (____) day of each _____ during the term of the Note, as herein defined, commencing _____, 200_.

“Interest Rate Adjustment Date” means _____, 2017.

17-22

“Maturity Date” means _____, 2027.

“Overdue Rate” means the applicable interest rate (Initial Rate, Adjusted Rate, Adjusted Tax Exempt Rate or Taxable Interest Rate, as the case may be) plus two percent (2%).

“Principal Payment Date” means an Interest Payment Date occurring on or after _____, 20__.

“Taxable Interest Rate” means a rate of interest per annum equal to the Base Rate from time to time in effect.

In the event any payment is not made when due hereunder, the Issuer shall pay to the owner of this Bond a “late charge” equal to the Overdue Rate, as defined in the Agreement, times the amount of such principal, interest or other charges. In addition, upon acceleration of the Note, as defined in the Agreement of even date herewith from the Borrower to the Issuer, all amounts payable as a result of such acceleration shall bear interest at the Taxable Interest Rate from the date of acceleration until paid.

Principal payments shall be made together with accrued interest payments on each Principal Payment Date in amounts calculated in accordance with the schedule or formula set forth in the Amortization Schedule attached hereto. The interest payments shall be in arrears, calculated at the applicable interest rate for the actual number of days elapsed, with a 360 day year basis. All payments of principal and interest shall be due and payable on the Principal Payment Dates and the Interest Payment Dates, respectively, through the Maturity Date, when payment shall be made of all principal then remaining unpaid together with interest thereon. All payments shall be applied first to interest due and the balance to repayment of principal.

Principal of and interest and premium, if any, on this Bond are payable in lawful money of the United States of America at the office of the Purchaser. Payment of principal and interest on this Bond shall be made to the registered owner thereof and shall be paid by check or draft mailed to the registered owner at his address as it appears on the registration books of Issuer or at such other address as is furnished to Issuer in writing by such registered owner.

(2) This Bond is the sole and only Bond of an authorized issue of Bonds limited, in aggregate principal amount to \$2,000,000 and issued in one (1) series, namely, Series 2007 (the “Bonds”) for the purpose of providing funds to be loaned to Land of Lincoln Goodwill Industries, Inc., an Illinois not-for-profit corporation and 501(c)(3) organization, (the “Borrower”) to finance all or a portion of the cost of the acquisition, renovation, rehabilitation, equipping and improvement of a building and adjacent parking area located at 2001 West Wabash Avenue, Springfield, Illinois, said location being within the territorial boundaries of the Issuer, to be owned and operated by the Borrower, and which when

completed will be used by the Borrower to provide rooms for client training, client counseling, staff education and administration, a donation receiving and processing center and a retail used goods thrift store with the proceeds from the sales generated within the thrift store utilized to enhance the volume and quality of education and training services the Borrower is able to provide to individuals with disabilities who are citizens of the community in order to assist those individuals to become as self sufficient as their abilities will allow, and the costs of issuance of the Bonds (collectively, the "Project").

The proceeds from the sale of the Bonds have been lent by the Issuer to the Borrower under the terms of a Loan Agreement, dated as of September 1, 2007 (which agreement, as from time to time amended and supplemented, is hereinafter referred to as the "Agreement"), under which the Borrower is obligated to pay amounts which are sufficient to pay (1) the principal of and premium, if any, and interest on the Bonds as the same shall become due in accordance with the Bonds terms and provisions and the terms and provisions of the Agreement, and (2) the fees and expenses of any paying agents properly payable under the Agreement and certain expenses of Issuer related to the Project. The Project will be financed with the proceeds of the Bonds and certain other funds of the Borrower.

(3) The Bonds are secured by an Assignment and Agreement dated as of September 1, 2007, between the Issuer and the Purchaser. Reference is hereby made to the Agreement for a description of the property pledged and assigned, the provisions, among others, with respect to the nature and extent of the security, the rights, duties and obligations of Issuer, and the owner of the Bonds, and the terms upon which the Bonds is issued and secured.

(4) This Bond is transferable by the registered owner hereof in person or by his attorney duly authorized in writing, but only in the manner, subject to the limitations and upon payment of the charges provided in the Agreement, and upon surrender and cancellation of this Bond. Upon such transfer a new registered Bond or Bonds of the same series and the same maturity and of authorized denomination or denominations for the same aggregate principal amount will be issued to the transferee in exchange therefor. Issuer and any paying agents may deem and treat the registered owner hereof as the absolute owner hereof (whether or not this Bond shall be overdue) for the purpose of receiving payment of or on account of principal hereof and premium, if any, and interest due hereon and for all other purposes, and Issuer shall not be affected by the notice to the contrary.

(5) The Bonds are issuable only as a fully registered Bonds without coupons. Subject to the limitations and upon payment of the charges provided in the Agreement a registered Bond without coupons may be exchanged for a like aggregate principal amount of registered Bonds without coupons of other authorized denominations of the same series and the same maturity.

(6) The principal installments of the Bonds are subject to prepayment (concurrently with prepayment of the Note) at the option of the Borrower at any time, in whole or in part, with a prepayment charge as set forth in the Loan Agreement.

In the event of prepayment, the Bonds may be redeemed by the Bond Registrar as directed by the Assignee at a prepayment price of par plus accrued interest to the prepayment date with premium upon written notice to the Registered Owners of the Bonds given by the Borrower on behalf of the Issuer, at least five (5) business days prior to the installment payment date which the Borrower shall have designated as the prepayment date. In the event the Bonds are redeemed in part, the Registered Owner of the Bonds shall deliver the Bonds to the Paying Agent for an endorsement which duly notes the redemption in part. Any failure to have duly noted or endorsed such prepayment shall not render such prepayment ineffective.

In the event the Borrower prepays the Bonds in part, the Borrower shall be required to continue to make payments on each subsequent Principal Payment Date until the entire principal balance of the Bonds is paid in full.

Additionally, notwithstanding the foregoing paragraph, the Bonds are subject to redemption in the event the Borrower shall be obligated to prepay the amounts payable under the Agreement as provided in Article V of the Agreement. If called for redemption at any time pursuant to the above, the Bonds shall be subject to redemption by the Issuer, in whole or in part, as the case may be, at a redemption price of one hundred percent (100%) of the principal amount thereof plus accrued interest to the redemption date. Reference is hereby made to Section 9.1 and Article V of the Agreement for a description of the circumstances under which the Borrower may prepay or be required to prepay the amounts payable under the Agreement.

(7) The Bonds are issued pursuant to and in full compliance with the Industrial Building Revenue Bond Act, 50 ILCS 445/1 *et seq.*, as amended, and by appropriate action duly taken by the County Board of the Issuer which authorizes the execution and delivery of the Agreement. Payments sufficient for the prompt payment, when due, of the principal of and premium, if any, and interest on the Bonds are to be paid to the Purchaser for the account of Issuer and deposited in a special account created by Issuer and designated "The County of Sangamon Economic Development Revenue Bonds Bond Fund (Land of Lincoln Goodwill Industries, Inc. Project, Series 2007)" and such payments have been duly pledged and assigned for that purpose, and in addition, the rights of Issuer (other than certain indemnification rights and the payment of certain expenses of Issuer related to the Project) under the Agreement have been assigned to the Purchaser to secure payment of such principal and premium, if any, and interest under the Agreement. The Bonds are issued in part pursuant to the Local Government Debt Reform Act.

(8) THIS BOND DOES NOT CONSTITUTE AN INDEBTEDNESS OF THE ISSUER NOR A LOAN OF THE CREDIT OF THE ISSUER OR THE STATE OF ILLINOIS WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY

LIMITATION. NEITHER THE FAITH AND CREDIT OF THE ISSUER NOR THE TAXING POWER OF THE STATE OF ILLINOIS, OR ANY POLITICAL SUBDIVISION THEREOF, IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY, OR INTEREST ON THE BONDS.

(9) The owner of this Bond shall have no right to enforce the Agreement or to institute action to enforce the covenants therein, or to take any action with respect to any Event of Default under the Agreement, or to institute, appear in or defend any suit or other proceedings with respect thereto, unless an Event of Default, as defined in the Agreement shall have occurred. In certain events, on the conditions, in the manner and with the effect set forth in the Agreement, the principal of the Bonds and then outstanding may become or may be declared due and payable before the stated maturity thereof, together with interest accrued thereon.

(10) The Agreement permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of Issuer and the rights of the owner of the Bonds at any time by Issuer with the consent of the owner the Bonds. Any such consent or waiver by the owner of the Bonds shall be conclusive and binding upon such owner and upon all future owners of this Bond and of any Bond issued in replacement thereof whether or not notation of such consent or waiver is made upon this Bond. The Agreement also contains provisions permitting waiver of certain past defaults under the Agreement and their consequences.

(11) It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the execution and delivery of the Agreement and the issuance of this Bond do exist, have happened and have been performed in due time, form and manner as required by law; that the issuance of this Bond and the issue of which it forms a part, together with all other obligations of the Issuer, does not exceed or violate any constitutional or statutory limitation; and that the amounts payable under the Agreement and pledged to the payment of the principal of and premium, if any, and interest on this Bond and the issue of which it forms a part, as the same become due, will be sufficient in amount for that purpose.

(12) The Issuer has designated the Bonds "qualified tax-exempt obligations" under Section 265(b)(3) of the Code.

IN WITNESS WHEREOF, The County of Sangamon, Illinois, has caused this Bond to be executed in its name by the manual signature of its County Chairman and its corporate seal to be hereunto impressed or imprinted hereon and attested by the manual signature of its County Clerk, all as of the 26th day of September, 2007.

THE COUNTY OF SANGAMON, ILLINOIS

By: A. Vontz
Chairman of the County Board

(SEAL)

ATTEST:

Joe Hills
County Clerk

(Form of Certificate of Authentication)

This Bond is one of the Bonds described in the within mentioned Resolution No. ___ of The County of Sangamon, Illinois, and the Bond Registrar and Paying Agent Agreement.

Registration Date: September 26, 2007

National City Bank, a national banking association

By: _____
Authorized Signature

Bond Registrar and Paying Agent:

National City Bank, a national banking association
Springfield, Illinois

1728

(Form for Transfer)

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

(Please print or typewrite name, address and employer identification number or social security number of Transferee)

the within Bond and all rights thereunder, and hereby irrevocable constitutes and appoints _____, Attorney to transfer the within Bond on the Bond Register kept for registration thereof, with full power of substitution in the premises.

Dated: _____

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 whatever.

Signature Guaranteed By:

(Name of Bank)

By: _____
Title: _____

AMORTIZATION SCHEDULE

Each payment of interest shall be calculated so as to equal the interest for the period preceding the Interest Payment Date. Each payment of principal shall be calculated by amortizing the outstanding principal balance of the Bond as of the applicable Principal Payment Date using the applicable amortization factor from the following schedule:

<u>Period</u>	<u>Amortization Factor in Years</u>
From September 26, 2007 through September 25, 2017	20 Years
From September 26, 2017 through September 26, 2027	10 Years