RESOLUTION NO. 11-1

RESOLUTION OF THE COUNTY OF SANGAMON, ILLINOIS, AUTHORIZING THE EXECUTION AND DELIVERY OF AN AMENDMENT TO LOAN AGREEMENT, A TAX EXEMPTION CERTIFICATE AND AGREEMENT, AND OTHER DOCUMENTS IN CONNECTION WITH AN AMENDMENT AND REISSUANCE OF THE ECONOMIC DEVELOPMENT REVENUE BONDS (SACRED HEART-GRIFFIN HIGH SCHOOL PROJECT), SERIES 2010 OF THE COUNTY OF SANGAMON, ILLINOIS AND PROVIDING FOR RELATED MATTERS.

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, pursuant to Resolution No. 21, adopted by the Issuer on December 14, 2010, entitled "RESOLUTION AUTHORIZING THE ISSUANCE AND SALE BY THE COUNTY OF ITS ECONOMIC DEVELOPMENT REVENUE BONDS (SACRED HEART-GRIFFIN HIGH SCHOOL PROJECT), SERIES 2010, 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" (the "Original Resolution") the Issuer issued its Economic Development Revenue Bonds (Sacred Heart-Griffin High School Project), Series 2010, in an aggregate principal amount of $7,000,000 (the "Bonds") and loaned the proceeds thereof to Sacred Heart-Griffin High School, an Illinois not-for-profit corporation and a 501(c)(3) organization (the "Borrower"), which used the proceeds to finance the cost of (i) the construction, expansion, renovation,

11-2

rehabilitation, equipping and improvement related to existing academic, office and athletic facilities, on sites located at 1200 and 1615 West Washington, Springfield, Illinois, said locations being within the territorial boundaries of the Issuer, and said facilities to be owned and operated by the Borrower, which when completed will be used by the Borrower to provide educational programs and services and (ii) the payment of all or a portion of the costs of issuance of the Bonds (collectively, the "Project"); and

WHEREAS, $4,517,038.65 principal amount of the Bonds will be outstanding and unpaid as of January 24, 2014, and the sole registered owner of the Bonds is Town & Country Bank (the "Current Bondholder"); and

WHEREAS, the Borrower and the Current Bondholder desire to amend and restate the Bonds to modify the interest rate and amortization schedule and to make other related changes; and

WHEREAS, the Issuer is willing to so amend and restate the Bonds as provided herein, and hereby finds and determines that the amendment and restatement of the Bonds for the stated purposes complies with the Act; and

WHEREAS, in connection with the issuance of the Bonds, the Issuer entered into a Loan Agreement, dated as of December 1, 2010, between the Issuer and the Borrower (the "Original Loan Agreement"); and

WHEREAS, it is necessary to authorize the execution and delivery of an Amendment to Loan Agreement dated as of January 1, 2014 (the "Amendment to Loan Agreement"), between the Issuer and the Borrower to provide for the amendment and restatement of the Bonds and the repayment of the Bonds (the Original Loan Agreement, as amended and supplemented, including as amended and supplemented by the Amendment to Loan Agreement, the "Loan Agreement"); and

WHEREAS, such amendment of the Bonds constitutes a reissuance and current refunding under the Internal Revenue Code of 1986, as amended; and

WHEREAS, it is necessary to authorize the execution and delivery of a Tax Exemption Certificate and Agreement, dated January 24, 2014, by and between the Issuer and the Borrower (the "Tax Agreement").

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

Section 1. Preambles. That the County Board of the Issuer hereby finds that all of the recitals contained in the preambles to this Resolution are full, true and correct, does incorporate them into this Resolution by this reference, and is adopting this Resolution pursuant to the powers granted in the Act.

11-3

Section 2. Authorization of Bonds. The Bonds are hereby authorized and ordered to be amended and restated pursuant hereto and pursuant to the Loan Agreement. The County Board hereby finds that amending and restating the Bonds complies with the Act.

Section 3. Form of Bonds. The Bonds as amended and restated shall be in the form of Exhibit A attached hereto.

Section 4. Authorization of Amendment to Loan Agreement. In order to provide for the amendment, restatement and reissuance of the Bonds, and to provide for the repayment of the Bonds, the Chairman of the County Board and the County Clerk are hereby authorized and directed to execute and deliver the Amendment to Loan Agreement in substantially the form presented to this meeting and containing substantially the terms and provisions set forth therein with such insertions, deletions, changes, omissions and variations as the Chairman of the County Board may deem appropriate (such approval by the Chairman of the County Board of any such changes shall be conclusively established by the execution of the Amendment to Loan Agreement by the Chairman of the County Board).

Section 5. Authorization of Tax Agreement. The Chairman of the County Board and the County Clerk are hereby authorized and directed to execute and deliver the Tax Agreement in substantially the form presented to this meeting and containing substantially the terms and provisions set forth therein with such insertions, deletions, changes, omissions and variations as the Chairman of the County Board may deem appropriate (such approval by the Chairman of the County Board of any such changes shall be conclusively established by the execution of the Tax Agreement by the Chairman of the County Board).

Section 6. Approval. This Resolution constitutes the public approval of the plan of financing. The Issuer hereby elects to have the provisions of Section 144(a)(4) of the Internal Revenue Code of 1986, as amended, apply to the Bonds. 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".

Section 7. Additional Authority. Each of the Chairman of the County Board, the County Clerk or any other officer or official of the Issuer is hereby authorized and directed to execute any and all documents and do any and all things deemed necessary in order to effect the execution and delivery of the Amendment to Loan Agreement, the Tax Agreement, the amendment, restatement and reissuance of the Bonds and to carry out the intent and purposes of this Resolution.

Section 8. Severability. The provisions of this Resolution are hereby declared to be separable, and if any section, phrase or provision shall for any reason be declared to be invalid, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions.

11-4

Section 9. Conflicting Proceedings Repealed. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 10. Resolution Immediately Effective. This Resolution shall be and the same is hereby declared effective immediately upon its passage and approval.

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 this January 14, 2014.

PASSED by the County Board this January 14, 2014.

____
Chairman of the County Board

(SEAL)

____
County Clerk

11-5

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 OF THE COUNTY OF SANGAMON, ILLINOIS, AUTHORIZING THE EXECUTION AND DELIVERY OF AN AMENDMENT TO LOAN AGREEMENT, A TAX EXEMPTION CERTIFICATE AND AGREEMENT, AND OTHER DOCUMENTS IN CONNECTION WITH AN AMENDMENT AND REISSUANCE OF THE ECONOMIC DEVELOPMENT REVENUE BONDS (SACRED HEART-GRIFFIN HIGH SCHOOL PROJECT), SERIES 2010 OF THE COUNTY OF SANGAMON, ILLINOIS AND PROVIDING FOR RELATED MATTERS, dated as of January 14, 2014 (the "Resolution") adopted at the meeting of the County Board of The County of Sangamon, Illinois held on January 14, 2014; that I have compared said copy with the original Resolution in my official custody; that said copy is true, correct and complete; and that as of the date hereof the attached 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 2014 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 Room 201, Sangamon County Court House, 200 South Ninth 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 amendment, restatement and reissuance of $7,000,000 Economic Development Revenue Bonds (Sacred Heart-Griffin High School Project), Series 2010 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 January 24, 2014.

County Clerk

(SEAL)

11-6

EXHIBIT A

Form of Bond

11-7

UNITED STATES OF AMERICA
THE COUNTY OF SANGAMON, ILLINOIS
ECONOMIC DEVELOPMENT REVENUE BONDS
(SACRED HEART-GRIFFIN HIGH SCHOOL PROJECT)
SERIES 2010

(Amended and Restated as of January 24, 2014)

No. R-1 Original Principal Amount: $7,000,000.00

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 TOWN & COUNTRY BANK, or registered assigns, the principal sum of FOUR MILLION FIVE HUNDRED SEVENTEEN THOUSAND THIRTY-EIGHT AND 65/100 DOLLARS, 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.

(1) 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 per annum equal to the Fixed Rate, 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.

(2) If there is a Change of 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 Purchaser, 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.

(3) "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.

(4) "Agreement" means the Loan Agreement dated as of December 1, 2010 between the Issuer and the Borrower, as amended.

11-8

(5) "Bonds" means the Issuer's Economic Development Revenue Bonds (Sacred Heart-Griffin High School Project), Series 2010, in an aggregate original principal amount of $7,000,000.

(6) "Borrower" means Sacred Heart-Griffin High School, an Illinois not-for-profit corporation and a 501(c)(3) organization.

(7) "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 Purchaser, including, but not limited to, changes in the Corporate Tax Rate.

(8) "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.

(9) "Corporate Tax Rate" shall mean the highest marginal statutory rate of Federal income tax imposed on corporations and applicable to the Purchaser.

(10) "Fixed Rate" means a rate of interest per annum equal to 2.99%.

(11) "Interest Payment Date" means monthly on the twenty-second (22nd) day of each month during the term of the Bonds, commencing February 22, 2014.

(12) "Overdue Rate" means the applicable interest rate (Fixed Rate, Adjusted Tax Exempt Rate or Taxable Interest Rate, as the case may be) plus 5.00%.

(13) "Purchaser" means Town & Country Bank, Springfield, Illinois, a state banking corporation.

(14) "Principal Payment Date" means an Interest Payment Date occurring on and after February 22, 2014.

(15) "Resolution" means Resolution No. 21 adopted by the County Board of the Issuer on December 14, 2010 authorizing issuance of the Bonds.

(16) "Taxable Interest Rate" means a rate of interest per annum equal to The Federal Home Loan Bank Advance Rate for a bullet maturity of sixty months plus 5.00%.

(17) Principal advances shall be made on this Bond from time to time in accordance with the Agreement. Interest shall be calculated on the then outstanding principal amount of this Bond (not on the unpaid principal amount of the Promissory Note) from the date hereof at the Fixed Rate as provided herein; 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.

11-9

(18) In the event any payment is not made within ten (10) days of when due hereunder, the Issuer shall pay to the owner of this Bond a "late charge" equal 5.00% of the payment due or $25.00, whichever is greater, up to the maximum amount of $250.00 per late charge. 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. In the event of any Event of Default under the Loan Agreement, the Bond shall bear interest at the Overdue Rate.

(19) Interest payments shall be payable on the Bond on each Interest Payment Date in amounts calculated so as to equal interest on the principal amount of the Bond calculated at the applicable interest rate. Principal payments shall be made on each of eighty-three (83) consecutive monthly Principal Payment Dates as set forth in the Principal Amortization Schedule attached hereto. All payments of principal and interest shall be due and payable on the Principal Payment Dates and the Interest Payment Dates, respectively, through December 22, 2020, when payment shall be made of all principal then remaining unpaid, if any, together with interest thereon. All payments shall be applied first to interest due and the balance to repayment of principal. Interest shall be calculated on an actual day/360 day basis.

(20) The Issuer has authorized the issuance of the Bonds for the purpose of providing funds to pay a portion of the cost of construction, expansion, renovation, rehabilitation, equipping and improvement of that certain project as describe in the Resolution.

(21) 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 Town & Country Bank, Springfield, Illinois. 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.

(22) 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 December 1, 2010 (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 the Issuer.

(23) The Bonds are secured by an Assignment and Agreement dated as of December 1, 2010, 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.

(24) 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. The 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.

(25) The Bonds are issuable only as 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.

(26) Borrower shall have the right to redeem and prepay the Bonds on any date. Prepayments as a result of excess operating cash flow, gifts, bequests, sale of assets, insurance proceeds, or any "windfall" occurrence may be made without premium, provided however, in the event of a refinance of this Bond with another lender or if the Fixed Rate is further modified, the redemption price of the Bond shall be with premium as follows:

Prepayment Date	Redemption Price
On or before December 21, 2014	105% of the principal amount prepaid
December 22, 2014 to December 21, 2015	104% of the principal amount prepaid
December 22, 2015 to December 21, 2016	103% of the principal amount prepaid
December 22, 2016 to December 21, 2017	102% of the principal amount prepaid
On or after December 22, 2017	101% of the principal amount prepaid

(27) 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.

(28) 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.

(29) 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 Issuer in whole or in part. Reference is hereby made to Section 9.1 and Article V of the Agreement for a description of the

circumstances and terms under which Borrower may prepay or be required to prepay the amounts payable under the Agreement.

(30) 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 Town & Country Bank, Springfield, Illinois 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 (Sacred Heart-Griffin High School Project)" 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 Issue) 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.

(31) 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.

(32) 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.

(33) 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.

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

(35) 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

1142

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.

IN WITNESS WHEREOF, The County of Sangamon, Illinois, has caused this Bond (as amended and restated) 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 January 24, 2014.

THE COUNTY OF SANGAMON, ILLINOIS

By: ______________________________
Chairman of the County Board

(SEAL)
ATTEST:

____
County Clerk

11-13

(Form of Certificate of Authentication)

This Bond (as amended and restated) is one of the Bonds described in the within mentioned Resolution No. 21 of The County of Sangamon, Illinois.

Registration Date: January 24, 2014

TOWN & COUNTRY BANK

By: ______________________________
Authorized Signature

Bond Registrar and Paying Agent:

Town & Country Bank
Springfield, Illinois

(Form for Transfer)

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

____

____

(Print 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: ____________________________

11-15

PRINCIPAL AMORTIZATION SCHEDULE

A purchaser of this Bond should consult with the Bond Registrar to determine the principal amount outstanding.

		Principal Balance
Maximum Original Principal Amount	-	$7,000,000.00

Month	Payment Date	Principal Payment	Interest Payment	Total Payment	Remaining Principal balance
	1/22/2014				$4,517,038.65
1	2/22/2014	$28,787.44	$11,630.12	$40,417.56	$4,488,251.21
2	3/22/2014	$29,979.88	$10,437.68	$40,417.56	$4,458,271.33
3	4/22/2014	$28,938.75	$11,478.81	$40,417.56	$4,429,332.58
4	5/22/2014	$29,381.14	$11,036.42	$40,417.56	$4,399,951.44
5	6/22/2014	$29,088.91	$11,328.65	$40,417.56	$4,370,862.53
6	7/22/2014	$29,526.83	$10,890.73	$40,417.56	$4,341,335.70
7	8/22/2014	$29,239.83	$11,177.73	$40,417.56	$4,312,095.88
8	9/22/2014	$29,315.11	$11,102.45	$40,417.56	$4,282,780.77
9	10/22/2014	$29,746.30	$10,671.26	$40,417.56	$4,253,034.47
10	11/22/2014	$29,467.18	$10,950.38	$40,417.56	$4,223,567.29
11	12/22/2014	$29,893.84	$10,523.72	$40,417.56	$4,193,673.45
12	1/22/2015	$29,620.02	$10,797.54	$40,417.56	$4,164,053.44
13	2/22/2015	$29,696.28	$10,721.28	$40,417.56	$4,134,357.16
14	3/22/2015	$30,802.88	$9,614.68	$40,417.56	$4,103,554.27
15	4/22/2015	$29,852.05	$10,565.51	$40,417.56	$4,073,702.23
16	5/22/2015	$30,267.25	$10,150.31	$40,417.56	$4,043,434.97
17	6/22/2015	$30,006.84	$10,410.72	$40,417.56	$4,013,428.14
18	7/22/2015	$30,417.43	$10,000.13	$40,417.56	$3,983,010.70
19	8/22/2015	$30,162.41	$10,255.15	$40,417.56	$3,952,848.29
20	9/22/2015	$30,240.07	$10,177.49	$40,417.56	$3,922,608.21
21	10/22/2015	$30,643.73	$9,773.83	$40,417.56	$3,891,964.49
22	11/22/2015	$30,396.83	$10,020.73	$40,417.56	$3,861,567.65
23	12/22/2015	$30,795.82	$9,621.74	$40,417.56	$3,830,771.83
24	1/22/2016	$30,554.39	$9,863.17	$40,417.56	$3,800,217.45
25	2/22/2016	$30,633.06	$9,784.50	$40,417.56	$3,769,584.39
26	3/22/2016	$31,338.10	$9,079.46	$40,417.56	$3,738,246.29
27	4/22/2016	$30,792.61	$9,624.95	$40,417.56	$3,707,453.68
28	5/22/2016	$31,179.82	$9,237.74	$40,417.56	$3,676,273.86
29	6/22/2016	$30,952.18	$9,465.38	$40,417.56	$3,645,321.68
30	7/22/2016	$31,334.63	$9,082.93	$40,417.56	$3,613,987.05

31	8/22/2016	$31,112.55	$9,305.01	$40,417.56	$3,582,874.50
32	9/22/2016	$31,192.65	$9,224.91	$40,417.56	$3,551,681.85
33	10/22/2016	$31,567.95	$8,849.61	$40,417.56	$3,520,113.90
34	11/22/2016	$31,354.24	$9,063.32	$40,417.56	$3,488,759.65
35	12/22/2016	$31,724.73	$8,692.83	$40,417.56	$3,457,034.92
36	1/22/2017	$31,516.66	$8,900.90	$40,417.56	$3,425,518.26
37	2/22/2017	$31,597.80	$8,819.76	$40,417.56	$3,393,920.46
38	3/22/2017	$32,524.81	$7,892.75	$40,417.56	$3,361,395.65
39	4/22/2017	$31,762.90	$8,654.66	$40,417.56	$3,329,632.75
40	5/22/2017	$32,121.23	$8,296.33	$40,417.56	$3,297,511.53
41	6/22/2017	$31,927.38	$8,490.18	$40,417.56	$3,265,584.14
42	7/22/2017	$32,280.81	$8,136.75	$40,417.56	$3,233,303.33
43	8/22/2017	$32,092.70	$8,324.86	$40,417.56	$3,201,210.63
44	9/22/2017	$32,175.33	$8,242.23	$40,417.56	$3,169,035.29
45	10/22/2017	$32,521.38	$7,896.18	$40,417.56	$3,136,513.91
46	11/22/2017	$32,341.91	$8,075.65	$40,417.56	$3,104,172.01
47	12/22/2017	$32,683.00	$7,734.56	$40,417.56	$3,071,489.01
48	1/22/2018	$32,509.33	$7,908.23	$40,417.56	$3,038,979.68
49	2/22/2018	$32,593.03	$7,824.53	$40,417.56	$3,006,386.65
50	3/22/2018	$33,426.04	$6,991.52	$40,417.56	$2,972,960.61
51	4/22/2018	$32,763.01	$7,654.55	$40,417.56	$2,940,197.59
52	5/22/2018	$33,091.57	$7,325.99	$40,417.56	$2,907,106.03
53	6/22/2018	$32,932.57	$7,484.99	$40,417.56	$2,874,173.46
54	7/22/2018	$33,256.08	$7,161.48	$40,417.56	$2,840,917.38
55	8/22/2018	$33,102.99	$7,314.57	$40,417.56	$2,807,814.39
56	9/22/2018	$33,188.22	$7,229.34	$40,417.56	$2,774,626.18
57	10/22/2018	$33,504.12	$6,913.44	$40,417.56	$2,741,122.06
58	11/22/2018	$33,359.93	$7,057.63	$40,417.56	$2,707,762.13
59	12/22/2018	$33,670.72	$6,746.84	$40,417.56	$2,674,091.41
60	1/22/2019	$33,532.52	$6,885.04	$40,417.56	$2,640,558.89
61	2/22/2019	$33,618.85	$6,798.71	$40,417.56	$2,606,940.04
62	3/22/2019	$34,354.98	$6,062.58	$40,417.56	$2,572,585.06
63	4/22/2019	$33,793.87	$6,623.69	$40,417.56	$2,538,791.19
64	5/22/2019	$34,091.74	$6,325.82	$40,417.56	$2,504,699.45
65	6/22/2019	$33,968.65	$6,448.91	$40,417.56	$2,470,730.80
66	7/22/2019	$34,261.32	$6,156.24	$40,417.56	$2,436,469.48
67	8/22/2019	$34,144.33	$6,273.23	$40,417.56	$2,402,325.15
68	9/22/2019	$34,232.24	$6,185.32	$40,417.56	$2,368,092.91
69	10/22/2019	$34,517.06	$5,900.50	$40,417.56	$2,333,575.85
70	11/22/2019	$34,409.25	$6,008.31	$40,417.56	$2,299,166.60
71	12/22/2019	$34,688.80	$5,728.76	$40,417.56	$2,264,477.79
72	1/22/2020	$34,587.16	$5,830.40	$40,417.56	$2,229,890.63
73	2/22/2020	$34,676.21	$5,741.35	$40,417.56	$2,195,214.42

A17

74	3/22/2020	$35,130.14	$5,287.42	$40,417.56	$2,160,084.28
75	4/22/2020	$34,855.94	$5,561.62	$40,417.56	$2,125,228.34
76	5/22/2020	$35,122.20	$5,295.36	$40,417.56	$2,090,106.14
77	6/22/2020	$35,036.12	$5,381.44	$40,417.56	$2,055,070.02
78	7/22/2020	$35,297.01	$5,120.55	$40,417.56	$2,019,773.01
79	8/22/2020	$35,217.21	$5,200.35	$40,417.56	$1,984,555.80
80	9/22/2020	$35,307.88	$5,109.68	$40,417.56	$1,949,247.92
81	10/22/2020	$35,560.68	$4,856.88	$40,417.56	$1,913,687.24
82	11/22/2020	$35,490.35	$4,927.21	$40,417.56	$1,878,196.89
83	12/22/2020	$1,878,196.89	$4,679.84	$1,882,876.73	$0.00

11-18

DRAFT

AMENDMENT TO LOAN AGREEMENT

THIS AMENDMENT TO LOAN AGREEMENT (the "Amendment"), dated as of January 1, 2014, by and between THE COUNTY OF SANGAMON, ILLINOIS, a county of the State of Illinois (the "Issuer"), and SACRED HEART-GRIFFIN HIGH SCHOOL, an Illinois not-for-profit corporation and a 501(c)(3) organization (the "Borrower") and consented to by Town & Country Bank, as registered owner of all outstanding Bonds, as hereinafter defined (the "Current Bondholder").

WITNESSETH:

WHEREAS, the Issuer is authorized and empowered by the provisions of the Industrial Building Revenue Bond Act, 50 ILCS 445/1 *et seq.*, as amended (hereinafter referred to as the "Act"), to issue revenue bonds to finance in whole or in part the construction, rebuilding, acquisition, improvement or extension of any industrial project in order to encourage development and achieve one or more of the public policy purposes set forth in the Act and to secure payment of such bonds in such manner as the Issuer determines; and

WHEREAS, pursuant to Resolution No. 21, adopted by the Issuer on December 14, 2010, entitled "RESOLUTION AUTHORIZING THE ISSUANCE AND SALE BY THE COUNTY OF ITS ECONOMIC DEVELOPMENT REVENUE BONDS (SACRED HEART-GRIFFIN HIGH SCHOOL PROJECT), SERIES 2010, 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" (the "Original Resolution") the Issuer issued its Economic Development Revenue Bonds (Sacred Heart-Griffin High School Project), Series 2010, in an aggregate principal amount of $7,000,000 (the "Bonds") and loaned the proceeds thereof to the Borrower to finance the Project (as defined in the Original Resolution; and

WHEREAS, the Issuer adopted its Resolution No. _____ entitled "RESOLUTION OF THE COUNTY OF SANGAMON, ILLINOIS, AUTHORIZING THE EXECUTION AND DELIVERY OF AN AMENDMENT TO LOAN AGREEMENT, A TAX EXEMPTION CERTIFICATE AND AGREEMENT, AND OTHER DOCUMENTS IN CONNECTION WITH AN AMENDMENT AND REISSUANCE OF THE ECONOMIC DEVELOPMENT REVENUE BONDS (SACRED HEART-GRIFFIN HIGH SCHOOL PROJECT), SERIES 2010 OF THE COUNTY OF SANGAMON, ILLINOIS AND PROVIDING FOR RELATED MATTERS" on January 14, 2014; and

WHEREAS, in connection with the issuance of the Bonds, the Issuer and the Borrower entered into a Loan Agreement, dated as of December 1, 2010 (the "Original Loan Agreement"); and

WHEREAS, $4,517,038.65 principal amount of the Bonds will be outstanding and unpaid as of January 24, 2014, and the sole registered owner of the Bonds is the Current Bondholder; and

11-19

WHEREAS, the Borrower and the Current Bondholder desire to amend the Original Loan Agreement and the related Note to modify the interest rate and amortization schedule and to make other related changes; and

WHEREAS, the Issuer and the Borrower are entering into this Amendment to effect certain amendments to the Original Loan Agreement (the Original Loan Agreement, as amended and supplemented from time to time, including as amended and supplemented by this Amendment being referred to herein as the "Loan Agreement"); and

WHEREAS, the execution and consent to this Amendment by the Current Bondholder shall constitute (a) the authorization and direction for the Issuer and the Borrower to enter into this Amendment to accomplish the amendments to the terms and provisions of the Original Loan Agreement, the Note and the Bonds set forth in this Amendment, and (b) waiver of any notices with respect to such amendments provided for under the Loan Agreement.

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements herein set forth, the Issuer and the Borrower do hereby covenant and agree as follows:

Section 1. Recitals. The above recitals are hereby acknowledged by the parties hereto, as well as by the Current Bondholder, as being true and correct, and are hereby adopted by all of them as an integral part of this Amendment.

Section 2. Amendments to Section 1.1. The definition of "Initial Interest Rate" is hereby deleted and replaced in its entirety by the following:

(a) The definition of "Adjustment Date" is hereby deleted.

(b) The definition of "Five Year Fixed Rate" is hereby deleted and replaced in its entirety by the following:

"Fixed Rate" means a rate of interest per annum equal to 2.99%.

(c) The definition of "Overdue Rate" is hereby deleted and replaced in its entirety by the following:

"Overdue Rate" means the applicable interest rate (Fixed Rate, Adjusted Tax Exempt Rate or Taxable Interest Rate, as the case may be) plus 5.00%.

(d) The definition of "Taxable Interest Rate" is hereby deleted and replaced in its entirety by the following:

"Taxable Interest Rate" means a rate of interest per annum equal to The Federal Home Loan Bank Advance Rate for a bullet maturity of sixty months plus 5.00%.

Section 3. Amendment to Section 9.1. Section 9.1 of the Loan Agreement is hereby deleted and replaced in its entirety by the following:

Section 9.1. General Optional Prepayment.

Borrower shall have the right to redeem and prepay the Bonds and the Note on any date. Redemption and prepayments as a result of excess operating cash flow, gifts, bequests, sale of assets, insurance proceeds, or any "windfall" occurrence can be made without premium, provided however, in the event of a refinance of the Bonds with another lender or if the Fixed Rate is further modified, the redemption price of the Bonds shall be with premium as follows:

Prepayment Date	Redemption Price
On or before December 21, 2014	105% of the principal amount prepaid
December 22, 2014 to December 21, 2015	104% of the principal amount prepaid
December 22, 2015 to December 21, 2016	103% of the principal amount prepaid
December 22, 2016 to December 21, 2017	102% of the principal amount prepaid
On or after December 22, 2017	101% of the principal amount prepaid

Section 4. Amendment and Restatement of Note. The Loan Agreement is hereby amended to replace the form of the Note with Exhibit A attached hereto.

Section 5. Fee. In consideration of the Current Bondholder agreeing to enter into this First Amendment, the Borrower shall pay to the Current Bondholder the sum of $5,000 plus the fees and expenses of Hart, Southworth & Witsman.

Section 6. Ratification. The covenants and obligations of the Original Loan Agreement and the Note are hereby ratified, approved, and confirmed in all respects not inconsistent with the terms and provisions of this Amendment.

Section 7. Date of Amendment. The dating of this Amendment as of January 1, 2014 is intended as and for the convenient identification of this Amendment and is not intended to indicate that this Amendment was executed and delivered on such date, this Amendment to be executed and delivered and become effective as of the date of the amendment and restatement of the Bonds.

Section 8. Execution in Counterparts. This Amendment may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 9. Applicable Law. This Amendment shall be governed by and construed in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, the Issuer and the Borrower have caused this Amendment to be executed in their respective names and their respective corporate seals to be hereunto affixed and attested by their duly authorized officers, all as of the date first above written.

THE COUNTY OF SANGAMON, ILLINOIS

By: ______________________________
Chairman of the County Board

(SEAL)
ATTEST:

DRAFT

____
County Clerk

SACRED HEART-GRIFFIN HIGH SCHOOL,
an Illinois not-for-profit corporation

By: ______________________________
President

ATTEST:

____
Secretary

AMENDMENT CONSENT AND APPROVAL

The Current Bondholder hereby approves and consents to the foregoing Amendment:

Town & Country Bank

By: ______________________________
Senior Vice President

EXHIBIT A

Form of Promissory Note

11-23

DRAFT

PROMISSORY NOTE
(Amended and Restated as of January 24, 2014)

Original principal amount: $7,000,000 Original Dated Date: December 22, 2010

Sacred Heart-Griffin High School, an Illinois not-for-profit corporation (the "Borrower") hereby promises to pay to the order of The County of Sangamon, Illinois, a county of the State of Illinois (the "Issuer"), the principal sum of Four Million Five Hundred Seventeen Thousand Thirty-Eight and 65/100 Dollars ($4,517,038.65), in installments of principal together with interest payable on the dates and in the amounts as hereinafter provided until the principal amount hereof is paid in full, together with all costs, expenses and reasonable attorney fees paid or incurred in collecting or attempting to collect or enforce this Promissory Note or any of the provisions hereof.

As used herein, the terms: "Bond," "Effective Date of Taxability," "Determination of Taxability," "Bonds," "Taxable Interest Rate" and "Purchaser" shall have the meanings assigned to them in the Loan Agreement dated as of December 1, 2010 between the Issuer and the Borrower, as amended (the "Loan Agreement").

"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.

"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 this Loan Agreement.

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

"Fixed Rate" means a rate of interest per annum equal to 2.99%.

"Interest Payment Date" means monthly on the twenty-second (22nd) day of each month during the term of this Promissory Note, as herein defined, commencing February 22, 2014.

11-24

"Overdue Rate" means the applicable interest rate (Fixed Rate, Adjusted Tax Exempt Rate or Taxable Interest Rate, as the case may be) plus 5.00%.

"Principal Payment Date" means an Interest Payment Date occurring on and after February 22, 2014.

"Taxable Interest Rate" means a rate of interest per annum equal to The Federal Home Loan Bank Advance Rate for a bullet maturity of sixty months plus 5.00%.

Interest shall be calculated on the then outstanding principal amount of the Bond (not on the unpaid principal amount of this Promissory Note) from the date hereof at the Fixed Rate, 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 of Law, the interest rate on this Promissory Note shall change accordingly to compensate the holder for such change in the effective yield on this Promissory Note.

In the event of an increase or decrease in the Corporate Tax Rate of the Purchaser, enacted or effective after the date of issuance of the 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.

Interest payments shall be payable on this Promissory Note on each Interest Payment Date in amounts calculated so as to equal interest on the principal amount of this Promissory Note calculated at the applicable interest rate. Principal payments shall be made on each of eighty-three (83) consecutive monthly Principal Payment Dates as set forth in the Principal Amortization Schedule attached hereto. All payments of principal and interest shall be due and payable on the Principal Payment Dates and the Interest Payment Dates, respectively, through December 22, 2020, when payment shall be made of all principal then remaining unpaid, if any, together with interest thereon. All payments shall be applied first to interest due and the balance to repayment of principal. Interest shall be calculated on an actual day/360 day basis.

Borrower shall have the right to redeem and prepay this Promissory Note on any date. Prepayments as a result of excess operating cash flow, gifts, bequests, sale of assets, insurance proceeds, or any "windfall" occurrence can be made without premium, provided however, in the event of a refinance of this Promissory Note with another lender or if the Fixed Rate is further modified, the redemption price of the Promissory Note shall be with premium as follows:

Prepayment Date	Redemption Price
On or before December 21, 2014	105% of the principal amount prepaid
December 22, 2014 to December 21, 2015	104% of the principal amount prepaid

1-25

December 22, 2015 to December 21, 2016	103% of the principal amount prepaid
December 22, 2016 to December 21, 2017	102% of the principal amount prepaid
On or after December 22, 2017	101% of the principal amount prepaid

Payments of all principal, interest and premiums have been irrevocably assigned and pledged to Town & Country Bank, Illinois, as assignee (the "Assignee"). Such assignment is made as security for the payment of the $7,000,000 original principal amount of the Issuer's Economic Development Revenue Bonds (Sacred Heart-Griffin High School Project), Series 2010 (the "Bonds"), issued pursuant to the Loan Agreement.

The payments hereon shall be sufficient to pay the total amount of interest, principal, and premium, if any, payable on the Bonds on the Interest Payment Dates and the Principal Payment Dates.

Time is of the essence of this Promissory Note. In the event any payment is not made within ten (10) days of when due hereunder, the Borrower shall pay a "late charge" equal 5.00% of the payment due or $25.00, whichever is greater, up to the maximum amount of $250.00 per late charge. In the event of any Event of Default under the Loan Agreement, the Bond shall bear interest at the Overdue Rate. In addition, upon acceleration hereof, all amounts payable as the result of such acceleration shall bear interest at the Taxable Interest Rate from the date of acceleration until paid.

This Promissory Note is the Note described in the Loan Agreement between the Issuer and the Borrower and is given by the Borrower to evidence and secure the loan to the Borrower made under and pursuant to the Loan Agreement and is subject to prepayment at the times, in the manner, in the amounts and upon the terms and conditions set forth therein. An Event of Default under the Loan Agreement shall constitute an event of default hereunder, and the Assignee may exercise all rights and remedies set forth in the Loan Agreement upon the occurrence of an Event of Default, including without limiting the generality of the foregoing, the declaration of the principal hereof and accrued interest hereon to be immediately due and payable. All payments of principal of, premium if any, and interest on this Promissory Note shall be made in lawful money of the United States of America directly by the Borrower for the account of the Issuer to the Assignee. The holder or holders from time to time of the Bonds shall look solely to the Borrower and/or the property and assets of the Borrower for the payment of the principal of, premium, if any, and interest on this Promissory Note; provided, however, that the foregoing shall not in any manner affect, abrogate, impair, restrict, or limit any of the liens, rights, liabilities or remedies, or the enforcement thereof, otherwise provided herein or under any one or more of the Bonds, the Loan Agreement and/or any other documents or instruments executed in connection with the foregoing. All of the terms, conditions and provisions of the Loan Agreement and the therein described Bond Purchase Agreement are by this reference incorporated herein as a part of this Promissory Note and this Promissory Note is entitled to the benefits and subject to the conditions of the Loan Agreement.

The terms and provisions of this Promissory Note are subject in all respects to the provisions of the Loan Agreement. In accordance with the provisions of the Loan Agreement and the Assignment, the Issuer shall assign to the Assignee all of the Issuer's right, title and interest in, under and to this Promissory Note as security for the Bonds. This Promissory Note is

1-26

not transferable by the Assignee or any successor Assignee except to effect assignment to any successor Assignee under the Assignment.

Upon payment in full of the Bonds, this Promissory Note shall be marked "Paid in Full" and returned to the Borrower.

The Borrower hereby waives presentment, demand, notice, protest, and all other demands and notices in connection with the delivery, acceptance, performance, default or enforcement of this Promissory Note, and assents to the addition or release of any other party or person primarily or secondarily liable under this Promissory Note.

To further secure the payment of this Promissory Note, the Borrower hereby authorizes irrevocably any attorney of any court of record to appear for it in such court in term time or vacation, or any time after maturity, whether by expiration of time or by declaration as in the Loan Agreement provided, and confess judgment without process, in favor of the holder of this Promissory Note, for such amount as may appear to be unpaid thereon, together with interest and costs, and reasonable attorney's fees, and to waive and release all errors which may intervene in any such proceedings, and to consent to immediate execution upon said judgment, hereby ratifying and confirming all that the Borrower's said attorney may do by virtue hereof.

This Promissory Note shall be governed by and construed in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, the Borrower has caused this Promissory Note (as amended and restates) to be executed and delivered as of January 24, 2014.

SACRED HEART-GRIFFIN HIGH SCHOOL,
an Illinois not-for-profit corporation

DRAFT

By: ______________________________
President

ATTEST:

____
Secretary

1-27

PRINCIPAL AMORTIZATION SCHEDULE

A purchaser of this Bond should consult with the Bond Registrar to determine the principal amount outstanding.

		Principal Balance
Maximum Original Principal Amount	-	$7,000,000.00

Month	Payment Date	Principal Payment	Interest Payment	Total Payment	Remaining Principal balance
	1/22/2014				$4,517,038.65
1	2/22/2014	$28,787.44	$11,630.12	$40,417.56	$4,488,251.21
2	3/22/2014	$29,979.88	$10,437.68	$40,417.56	$4,458,271.33
3	4/22/2014	$28,938.75	$11,478.81	$40,417.56	$4,429,332.58
4	5/22/2014	$29,381.14	$11,036.42	$40,417.56	$4,399,951.44
5	6/22/2014	$29,088.91	$11,328.65	$40,417.56	$4,370,862.53
6	7/22/2014	$29,526.83	$10,890.73	$40,417.56	$4,341,335.70
7	8/22/2014	$29,239.83	$11,177.73	$40,417.56	$4,312,095.88
8	9/22/2014	$29,315.11	$11,102.45	$40,417.56	$4,282,780.77
9	10/22/2014	$29,746.30	$10,671.26	$40,417.56	$4,253,034.47
10	11/22/2014	$29,467.18	$10,950.38	$40,417.56	$4,223,567.29
11	12/22/2014	$29,893.84	$10,523.72	$40,417.56	$4,193,673.45
12	1/22/2015	$29,620.02	$10,797.54	$40,417.56	$4,164,053.44
13	2/22/2015	$29,696.28	$10,721.28	$40,417.56	$4,134,357.16
14	3/22/2015	$30,802.88	$9,614.68	$40,417.56	$4,103,554.27
15	4/22/2015	$29,852.05	$10,565.51	$40,417.56	$4,073,702.23
16	5/22/2015	$30,267.25	$10,150.31	$40,417.56	$4,043,434.97
17	6/22/2015	$30,006.84	$10,410.72	$40,417.56	$4,013,428.14
18	7/22/2015	$30,417.43	$10,000.13	$40,417.56	$3,983,010.70
19	8/22/2015	$30,162.41	$10,255.15	$40,417.56	$3,952,848.29
20	9/22/2015	$30,240.07	$10,177.49	$40,417.56	$3,922,608.21
21	10/22/2015	$30,643.73	$9,773.83	$40,417.56	$3,891,964.49
22	11/22/2015	$30,396.83	$10,020.73	$40,417.56	$3,861,567.65
23	12/22/2015	$30,795.82	$9,621.74	$40,417.56	$3,830,771.83
24	1/22/2016	$30,554.39	$9,863.17	$40,417.56	$3,800,217.45
25	2/22/2016	$30,633.06	$9,784.50	$40,417.56	$3,769,584.39
26	3/22/2016	$31,338.10	$9,079.46	$40,417.56	$3,738,246.29
27	4/22/2016	$30,792.61	$9,624.95	$40,417.56	$3,707,453.68
28	5/22/2016	$31,179.82	$9,237.74	$40,417.56	$3,676,273.86
29	6/22/2016	$30,952.18	$9,465.38	$40,417.56	$3,645,321.68
30	7/22/2016	$31,334.63	$9,082.93	$40,417.56	$3,613,987.05

11-28

31	8/22/2016	$31,112.55	$9,305.01	$40,417.56	$3,582,874.50
32	9/22/2016	$31,192.65	$9,224.91	$40,417.56	$3,551,681.85
33	10/22/2016	$31,567.95	$8,849.61	$40,417.56	$3,520,113.90
34	11/22/2016	$31,354.24	$9,063.32	$40,417.56	$3,488,759.65
35	12/22/2016	$31,724.73	$8,692.83	$40,417.56	$3,457,034.92
36	1/22/2017	$31,516.66	$8,900.90	$40,417.56	$3,425,518.26
37	2/22/2017	$31,597.80	$8,819.76	$40,417.56	$3,393,920.46
38	3/22/2017	$32,524.81	$7,892.75	$40,417.56	$3,361,395.65
39	4/22/2017	$31,762.90	$8,654.66	$40,417.56	$3,329,632.75
40	5/22/2017	$32,121.23	$8,296.33	$40,417.56	$3,297,511.53
41	6/22/2017	$31,927.38	$8,490.18	$40,417.56	$3,265,584.14
42	7/22/2017	$32,280.81	$8,136.75	$40,417.56	$3,233,303.33
43	8/22/2017	$32,092.70	$8,324.86	$40,417.56	$3,201,210.63
44	9/22/2017	$32,175.33	$8,242.23	$40,417.56	$3,169,035.29
45	10/22/2017	$32,521.38	$7,896.18	$40,417.56	$3,136,513.91
46	11/22/2017	$32,341.91	$8,075.65	$40,417.56	$3,104,172.01
47	12/22/2017	$32,683.00	$7,734.56	$40,417.56	$3,071,489.01
48	1/22/2018	$32,509.33	$7,908.23	$40,417.56	$3,038,979.68
49	2/22/2018	$32,593.03	$7,824.53	$40,417.56	$3,006,386.65
50	3/22/2018	$33,426.04	$6,991.52	$40,417.56	$2,972,960.61
51	4/22/2018	$32,763.01	$7,654.55	$40,417.56	$2,940,197.59
52	5/22/2018	$33,091.57	$7,325.99	$40,417.56	$2,907,106.03
53	6/22/2018	$32,932.57	$7,484.99	$40,417.56	$2,874,173.46
54	7/22/2018	$33,256.08	$7,161.48	$40,417.56	$2,840,917.38
55	8/22/2018	$33,102.99	$7,314.57	$40,417.56	$2,807,814.39
56	9/22/2018	$33,188.22	$7,229.34	$40,417.56	$2,774,626.18
57	10/22/2018	$33,504.12	$6,913.44	$40,417.56	$2,741,122.06
58	11/22/2018	$33,359.93	$7,057.63	$40,417.56	$2,707,762.13
59	12/22/2018	$33,670.72	$6,746.84	$40,417.56	$2,674,091.41
60	1/22/2019	$33,532.52	$6,885.04	$40,417.56	$2,640,558.89
61	2/22/2019	$33,618.85	$6,798.71	$40,417.56	$2,606,940.04
62	3/22/2019	$34,354.98	$6,062.58	$40,417.56	$2,572,585.06
63	4/22/2019	$33,793.87	$6,623.69	$40,417.56	$2,538,791.19
64	5/22/2019	$34,091.74	$6,325.82	$40,417.56	$2,504,699.45
65	6/22/2019	$33,968.65	$6,448.91	$40,417.56	$2,470,730.80
66	7/22/2019	$34,261.32	$6,156.24	$40,417.56	$2,436,469.48
67	8/22/2019	$34,144.33	$6,273.23	$40,417.56	$2,402,325.15
68	9/22/2019	$34,232.24	$6,185.32	$40,417.56	$2,368,092.91
69	10/22/2019	$34,517.06	$5,900.50	$40,417.56	$2,333,575.85
70	11/22/2019	$34,409.25	$6,008.31	$40,417.56	$2,299,166.60
71	12/22/2019	$34,688.80	$5,728.76	$40,417.56	$2,264,477.79
72	1/22/2020	$34,587.16	$5,830.40	$40,417.56	$2,229,890.63
73	2/22/2020	$34,676.21	$5,741.35	$40,417.56	$2,195,214.42

74	3/22/2020	$35,130.14	$5,287.42	$40,417.56	$2,160,084.28
75	4/22/2020	$34,855.94	$5,561.62	$40,417.56	$2,125,228.34
76	5/22/2020	$35,122.20	$5,295.36	$40,417.56	$2,090,106.14
77	6/22/2020	$35,036.12	$5,381.44	$40,417.56	$2,055,070.02
78	7/22/2020	$35,297.01	$5,120.55	$40,417.56	$2,019,773.01
79	8/22/2020	$35,217.21	$5,200.35	$40,417.56	$1,984,555.80
80	9/22/2020	$35,307.88	$5,109.68	$40,417.56	$1,949,247.92
81	10/22/2020	$35,560.68	$4,856.88	$40,417.56	$1,913,687.24
82	11/22/2020	$35,490.35	$4,927.21	$40,417.56	$1,878,196.89
83	12/22/2020	$1,878,196.89	$4,679.84	$1,882,876.73	$0.00

11-30

TAX EXEMPTION CERTIFICATE AND AGREEMENT DRAFT

The undersigned are duly qualified officers of The County of Sangamon, Illinois (the "Issuer") and Sacred Heart-Griffin High School (the "Borrower").

1. Pursuant to Resolution No. 21, adopted by the Issuer on December 14, 2010, entitled "RESOLUTION AUTHORIZING THE ISSUANCE AND SALE BY THE COUNTY OF ITS ECONOMIC DEVELOPMENT REVENUE BONDS (SACRED HEART-GRIFFIN HIGH SCHOOL PROJECT), SERIES 2010, 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" (the "Original Resolution") the Issuer issued its Economic Development Revenue Bonds (Sacred Heart-Griffin High School Project), Series 2010, in the principal amount of $7,000,000 (the "Bonds") pursuant to the Act (as defined in the Original Resolution) and the Original Resolution, and used the proceeds of the Bonds to make a loan to the Borrower to finance the Project (as defined in the Original Resolution).

2. The Issuer adopted its Resolution No. _____ entitled "RESOLUTION OF THE COUNTY OF SANGAMON, ILLINOIS, AUTHORIZING THE EXECUTION AND DELIVERY OF AN AMENDMENT TO LOAN AGREEMENT, A TAX EXEMPTION CERTIFICATE AND AGREEMENT, AND OTHER DOCUMENTS IN CONNECTION WITH AN AMENDMENT AND REISSUANCE OF THE ECONOMIC DEVELOPMENT REVENUE BONDS (SACRED HEART-GRIFFIN HIGH SCHOOL PROJECT), SERIES 2010 OF THE COUNTY OF SANGAMON, ILLINOIS AND PROVIDING FOR RELATED MATTERS" on January 14, 2014.

3. The Borrower and Town & Country Bank, the current owner of the Bonds, desire to amend and restate the Bonds to modify the interest rate and amortization schedule and to make other related changes.

4. The Issuer is willing to so amend and restate the Bonds and such amendment of the Bonds constitutes a reissuance and current refunding under the Internal Revenue Code of 1986, as amended.

5. All of the proceeds of the Bonds, including investment earnings thereon, have been expended.

6. The Borrower has been and will be the only owner, for federal income tax purposes, of all facilities and properties constituting the Project which were financed, refinanced or reimbursed, directly or indirectly, in whole or in part with the proceeds of the Bonds.

7. The Borrower has no present plan or intention to sell, transfer, lease, sublease or otherwise dispose of, whether voluntary or involuntary, or for consideration or otherwise, any facilities or properties constituting the Project or any portion thereof or interest therein prior to the last maturity of the Bonds.

8. Attached hereto as Exhibit A is a true and correct copy of the Arbitrage Regulation Agreement dated as of December 1, 2010 (the "2010 Arbitrage Agreement"), delivered by the Borrower in connection with the original issuance of the Bonds. The information contained in the 2010 Arbitrage Agreement is still true and correct except only as specifically herein provided to the contrary, and the Borrower and the Issuer have complied with all applicable requirements of the 2010 Arbitrage Agreement.

9. The information contained in the Information Return for Tax-Exempt Private Activity Bond Issues, Form 8038, attached hereto as Exhibit B with respect to the reissuance of the Bonds, is true and complete.

The undersigned, on behalf of the Issuer and the Borrower, have examined and are familiar with this Certificate and all of the attachments hereto, and the undersigned hereby certify that all of the statements, facts and information contained herein and therein relating to the Issuer and the Borrower are true, complete and correct. To the extent such statements, facts and information do not relate directly to the Issuer, the Issuer is relying upon the certifications of the Borrower, which is reasonable and prudent.

DATED: January 24, 2014

THE COUNTY OF SANGAMON, ILLINOIS

By: ______________________________
Chairman of the County Board

DRAFT

SACRED HEART-GRIFFIN HIGH SCHOOL,
an Illinois not-for-profit corporation

By: ______________________________
President

11-32

EXHIBIT A

2010 Arbitrage Regulation Agreement

11-33

EXHIBIT B

Form 8038