
CITY OF AURORA, KANE, DUPAGE, WILL AND KENDALL COUNTIES, ILLINOIS

AND

MARMION

LOAN AGREEMENT

Dated as of August 1, 2010

LOAN AGREEMENT

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LOAN AGREEMENT

THIS LOAN AGREEMENT dated as of August 1, 2010, by and between the CITY OF AURORA, KANE, DUPAGE, WILL AND KENDALL COUNTIES, ILLINOIS, a municipality and a home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois (the "*Issuer*"), and MARMION, a not-for-profit corporation duly organized and validly existing under the laws of the State of Illinois (the "*Company*");

WITNESSETH:

WHEREAS, pursuant to the Constitution and the laws of the State of Illinois, and particularly its home rule powers and Ordinance No. 4519 duly adopted by the City Council of the Issuer on March 23, 1976, as supplemented and amended (the "*Enabling Act*"), the Issuer is authorized to issue its revenue bonds to aid in the financing of the costs of "projects," as defined in the Enabling Act, and to refund any revenue bonds previously issued by the Issuer, to the end that the Issuer may be able to relieve conditions of unemployment and to encourage the increase of industry within the City of Aurora, Illinois, thereby reducing the evils attendant upon unemployment and increasing the health, welfare and prosperity of the residents of the City of Aurora, Illinois; and

WHEREAS, pursuant to the Constitution and the laws of the State of Illinois, and particularly the Enabling Act, the Issuer has agreed to issue its revenue bond and to lend the proceeds thereof to the Company for the purpose of financing a portion of the cost of constructing a field house and gymnasium and other campus infrastructure improvements and acquiring furnishings, equipment and related property to be installed therein, all to be owned and operated by the Company, and all to be located in the City of Aurora, Illinois (the "*Project*"), and the refunding of the Special Facility Revenue Bond, Series 2007 (Marmion Project) issued by the Issuer; and

WHEREAS, the Company will own and use the Project as a high school facility; and

WHEREAS, the Project shall constitute a "project," within the meaning of the Enabling Act, and shall accomplish the public purposes set forth in the Enabling Act; and

WHEREAS, said revenue bond issued by the Issuer under the Bond Ordinance duly adopted by the City Council of the Issuer on August 10, 2010, to finance a portion of the cost of the Project will be secured by an assignment and pledge of this Loan Agreement and the Promissory Note of the Company issued pursuant to this Loan Agreement (the "*Note*"), pursuant to the Assignment and Agreement (the "*Assignment*") dated as of August 1, 2010, by and between the Issuer and Wheaton Bank & Trust Company, a banking corporation duly organized and validly existing under the laws of the State of Illinois (the "*Owner*");

NOW, THEREFORE, in consideration of the respective representations and agreements herein contained, the parties hereto agree as follows (*provided*, that in the performance of the agreements of the Issuer herein contained, any obligation it may thereby incur for the payment of money shall not constitute an indebtedness or a loan of credit or a charge against the general

credit or taxing powers of the Issuer, the State of Illinois or any political subdivision thereof, within the meaning of any constitutional or statutory provisions, but shall be payable solely out of the proceeds derived from this Loan Agreement, the Note, the sale of the revenue bond referred to in Section 3.2 hereof and the income from the temporary investment thereof all as herein provided):

ARTICLE I

DEFINITION OF TERMS

Certain capitalized terms used in this Loan Agreement are hereinafter defined in this Article I. When used herein, such terms shall have the meanings given to them by the language employed in this Article I defining such terms unless the context clearly indicates otherwise:

“Agreement” means this Loan Agreement, as from time to time supplemented and amended.

“Assignment” means the Assignment and Agreement dated as of August 1, 2010, by and between the Issuer and the Owner, as from time to time supplemented and amended.

“Authorized Company Representative” means such person at the time and from time to time designated to act on behalf of the Company by written certificate furnished to the Issuer and the Owner, containing the specimen signature of such person, signed by the President, the Headmaster, the Treasurer or the Development Director of the Company. Such certificate may designate an alternate or alternates.

“Bond” means the Special Facility Revenue Bond, Series 2010 (Marmion Project) of the Issuer, in the principal amount of \$10,000,000, authorized to be issued pursuant to the Bond Ordinance.

“Bond Counsel” means a firm of attorneys of nationally recognized standing on the subject of bonds of states and their political subdivisions, as may be mutually satisfactory to the Issuer, the Company and the Owner.

“Bond Ordinance” means the ordinance duly adopted by the City Council of the Issuer on August 10, 2010, authorizing, among other things, the issuance and sale of the Bond, as from time to time supplemented and amended.

“Building” means the buildings described in the preambles of the Bond Ordinance to be constructed on the Land and the Premises, to be financed with a portion of the proceeds of the Bond, comprising a portion of the Project.

“Business Day” or *“business day”* means any day which is not (i) a Saturday or a Sunday or (ii) a day on which banking institutions in the City of Chicago, Illinois (or, if different,

in the city in which the principal office of the Owner is located) are authorized or required by law or executive order to close.

“Code” means the Internal Revenue Code of 1986, as amended.

“Company” means Marmion, a not-for-profit corporation duly organized and validly existing under the laws of the State of Illinois, and any surviving, resulting or transferee corporation as permitted by Section 5.2 of this Agreement.

“Completion Date” means the date of completion of the Project as that date shall be certified as provided in Section 3.4 of this Agreement.

“Construction Period” means the period between the beginning of the acquisition, construction and installation of the Project or the date on which the Bond is first delivered to the purchaser thereof, whichever is earlier, and the Completion Date.

“Cost of the Project” means the sum of the items authorized to be paid from the proceeds of the Bond pursuant to the provisions of Subsections (a) through (i), inclusive, of Section 3.3 of this Agreement.

“Costs of Issuance” means those issuance costs described in Section 147(g) of the Code and any regulations thereunder.

“Covenant Agreement” means the Covenant Agreement dated as of August 1, 2010, by and between the Owner and the Company, as from time to time supplemented and amended.

“Determination of Taxability” means (i) the receipt by the Company of a written notice from the Owner or any former owner of the Bond of the issuance of a preliminary letter regarding a proposed deficiency or a statutory notice of deficiency by the Internal Revenue Service which holds, in effect, that the interest payable on the Bond, or any installment thereof, is includible in the Federal gross income of the taxpayer named therein, (ii) the filing by the Company with the Owner, any former owner of the Bond or the Internal Revenue Service of any certificate, statement or other tax schedule, return or document which concludes or discloses that the interest payable on the Bond, or any installment thereof, is includible in the Federal gross income of the Owner or any former owner of the Bond, or (iii) any amendment, modification, addition or change shall be made in Section 145 of the Code or any other provision of the Code or in any regulation or proposed regulation thereunder; or any ruling shall be issued or revoked by the Internal Revenue Service; or any other action shall be taken by the Internal Revenue Service, the Department of Treasury or any other governmental agency, authority or instrumentality; or any opinion of any Federal court or of the United States Tax Court shall be rendered; and the Owner shall have notified the Company in writing that, as a result of any such event or condition described in this clause (iii), Bond Counsel is unable to give an unqualified opinion that the interest payable on the Bond, or any installment thereof, made on or after a date specified in said opinion is excludible from the Federal gross income of the taxpayer named therein, unless the Company can deliver to the Issuer and the Owner within fifteen (15) days of the receipt of said notice from the Owner an opinion of Bond Counsel to the effect that, as a

result of any such event or condition described in this clause (iii), the interest payable on the Bond, or any installment thereof, made on or after the same date referred to above is excludible from Federal gross income of the Owner.

"Enabling Act" means Ordinance No. 4519 duly adopted by the City Council of the Issuer on March 23, 1976, as supplemented and amended.

"Equipment" means the furnishings, equipment and related property to be acquired and installed by the Company, to be financed with a portion of the proceeds of the Bond, comprising a portion of the Project.

"Event of Default" means an event of default specified in Section 6.1 of this Agreement.

"Federal Funds Rate" means, for any day, the rate per annum equal to the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve System arranged by Federal funds brokers on such day, as published by the Federal Reserve Bank of New York on the Business Day next succeeding such day; *provided* that (a) if such day is not a Business Day, the Federal Funds Rate for such day shall be such rate on such transactions on the next preceding Business Day as so published on the next succeeding Business Day, and (b) if no such rate is so published on such next succeeding Business Day, the Federal Funds Rate for such day shall be the average rate (rounded upward, if necessary, to a whole multiple of 1/100 of 1%) charged to the Owner on such day on such transactions as determined by the Owner.

"Governmental Obligations" shall mean direct obligations of, or obligations the timely payment of the principal of, and interest on, which are fully and unconditionally guaranteed by the United States of America, which, at the time of investment, are not subject to prepayment or redemption prior to maturity.

"Improvements" means the improvements described in the preambles hereto to be constructed on the Land and to the Premises, to be financed with a portion of the proceeds of the Bond, comprising a portion of the Project.

"Investment Obligations" means: (i) Governmental Obligations; (ii) interests in money market mutual funds registered under the Investment Company Act of 1940, as amended; *provided* that the governing instrument or order directs, requires, authorizes or permits investment in Governmental Obligations; *provided further*, that the portfolio of such investment company or investment trust is limited to Governmental Obligations and to repurchase agreements fully collateralized by such obligations; and *provided further*, that such investment company or investment trust or its agent shall take delivery of such collateral; (iii) bonds, notes or other obligations of any state of the United States of America or any unit of local government or school district of any state, which at the time of their purchase are rated in any of the two (2) highest rating categories by two (2) nationally recognized rating agencies; (iv) interest-bearing certificates of deposit or interest-bearing time deposits constituting direct obligations of any bank, as defined by the Illinois Banking Act (including the Owner and its affiliates), except that investments may be made only in certificates of deposit or time deposits which are: (A) insured

by the Bank Insurance Fund or the Savings Association Insurance Fund as administered by the Federal Deposit Insurance Corporation, if then in existence; (B) continuously and fully secured by securities described above, which have a value, exclusive of accrued interest, at all times at least equal to the principal amount of such certificates of deposit or time deposits; or (C) issued by a bank, as defined in the Illinois Banking Act (including the Owner and its affiliates) whose outstanding unsecured long-term debt is rated at the time of issuance in any of the three (3) highest rating categories by two (2) nationally recognized rating agencies; (v) repurchase agreements with any bank, as defined by the Illinois Banking Act (including the Owner and its affiliates); *provided* that (A) said repurchase agreements are continuously and fully secured by Governmental Obligations which have a value, exclusive of accrued interest, at all times at least equal to the principal amount of such repurchase agreement; (B) the securities securing such repurchase agreements are held by the Company or the Owner or a third party acting solely as agent for the Company or the Owner; (C) said repurchase agreements are free and clear of third party liens; and (D) the Company or the Owner has a first perfected security interest in the collateral; (vi) investment agreements constituting an obligation of a bank, as defined by the Illinois Banking Act (including the Owner and its affiliates), whose outstanding unsecured long-term debt is rated at the time of such agreement in any of the three (3) highest rating categories by two (2) nationally recognized rating agencies; (vii) short term discount obligations of the Federal National Mortgage Association; (viii) short-term obligations of corporations organized in the United States of America with assets exceeding \$500,000,000 if (A) such obligations are rated at the time of purchase in one of the three (3) highest rating categories by at least two (2) nationally recognized rating agencies and which mature not later than 180 days from the date of purchase; (B) such purchases do not exceed 10% of the corporation's outstanding obligations; and (C) no more than one-third of the moneys relating to the Bond is so invested; or (ix) any other investment permitted by law.

"Issuer" means the City of Aurora, Kane, DuPage, Will and Kendall Counties, Illinois, a municipality and a home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois, and any successor body to the duties or functions of the Issuer.

"Land" means the real estate owned by the Company, located generally at 1000 Butterfield Road and 850 Butterfield Road in the City of Aurora, Illinois, and generally known as the Marmion campus, on which the Project will be located.

"LIBOR" means, for any day, the fluctuating rate per annum equal to the British Bankers Association LIBOR Rate (*"BBA LIBOR"*), as published by Reuters (or other commercially available source providing quotations of BBA LIBOR as reasonably selected and generally selected by the Owner for its customers from time to time), as determined for each Business Day at approximately 11:00 a.m. London time two (2) London Banking Days prior to the date in question, for U.S. Dollar deposits (for delivery on the date in question) with a one month term.

"London Banking Day" means a day on which banks in London are open for business and dealing in offshore dollars.

“*Note*” means the promissory note of the Company dated the date of issuance, in the principal amount of \$10,000,000, made payable to the Issuer and endorsed by the Issuer to the Owner, pursuant to Section 4.2(a) hereof, in order to evidence the obligation of the Company to repay the loan made hereunder, payments on which Note are provided to be sufficient to pay the principal installments of, premium, if any, and interest on the Bond when due.

“*Owner*” means Wheaton Bank & Trust Company of Wheaton, Illinois, a banking corporation duly organized and validly existing under the laws of the State of Illinois, its successors and assigns, and any subsequent registered owner of the Bond.

“*Premises*” means the Land, the existing buildings and improvements located on the Land, the Project, the Prior Project and any building or improvements hereafter constructed on the Land.

“*Prime Rate*” means, for any day, a fluctuating rate per annum equal to the higher of (a) the Federal Funds Rate plus 1/2 of 1%, and (b) the rate of interest in effect for such day as publicly announced from time to time by the Owner (or, in the event that the Owner is not a banking institution which announces a “prime rate,” such banking institution approved by the Owner and the Company) as its “prime rate.” The “prime rate” is a rate set by the Owner (or such banking institution) based upon various factors including the costs and desired return of the Owner (or such banking institution), general economic conditions and other factors, and is used as a reference point for pricing some loans, which may be priced at, above or below such announced rate. Any change in such rate announced by the Owner (or such banking institution) shall take effect at the opening of business on the day specified in the public announcement of such change.

“*Prior Bond*” means the Special Facility Revenue Bond, Series 2007 (Marmion Project) issued by the Issuer.

“*Prior Project*” means the improvements, furnishings, equipment and related property financed with the proceeds of the Prior Bond, as more particularly described in the preambles of the Bond Ordinance.

“*Project*” means the Building, the Improvements and the Equipment to be acquired, constructed and installed by the Company and to be financed in part with the proceeds of the Bond, as more particularly described in *Exhibit A* attached to and made a part of this Agreement.

“*Rebate Fund*” means the fund by that name created and established under the Tax Agreement.

“*Regulations*” means those regulations whether now or hereafter adopted, proposed or temporary, prepared by the United States Department of the Treasury with respect to Sections 141 through 150 of the Code.

"*Tax Agreement*" means the Tax Exemption Certificate and Agreement dated as of the date of delivery of the Bond, by and among the Issuer, the Company and the Owner, as from time to time supplemented and amended.

The words "hereof," "herein," "hereunder" and other words of similar import refer to this Agreement as a whole.

Unless otherwise specified, references to Articles, Sections and other subdivisions of this Agreement are to the designated Articles, Sections and other subdivisions of this Agreement as originally executed.

The headings of this Agreement are for convenience only and shall not define or limit the provisions of this Agreement.

ARTICLE II

REPRESENTATIONS

Section 2.1. Representations of the Issuer. The Issuer makes the following representations as the basis for the undertakings on its part herein contained:

(a) The Issuer is duly organized and validly existing as a municipality within the meaning of Section 1 of Article VII of the 1970 Constitution of the State of Illinois, having a population of more than 25,000, and is a home rule unit of government within the meaning of Section 6 of Article VII of said Constitution. Under the provisions of the Enabling Act and its powers as a home rule unit of government under Section 6 of Article VII of the 1970 Constitution of the State of Illinois, the Issuer has the power to enter into the transactions contemplated by this Agreement, the Assignment, the Tax Agreement, the Bond Ordinance and the Bond, and to carry out its obligations hereunder and thereunder. The Project constitutes, and will constitute, a "project" within the meaning of the Enabling Act. By proper action of the City Council of the Issuer, the Issuer has been duly authorized to execute and deliver this Agreement, the Assignment, the Tax Agreement and the Bond.

(b) To finance a portion of the Cost of the Project and the refunding of the Prior Bond, the Issuer proposes to issue its Bond in the principal amount of \$10,000,000, which will mature, bear interest and be subject to prior redemption as set forth in Section 3 of the Bond Ordinance. \$4,000,000 of the proceeds of the Bond will be transferred to the owner of the Prior Bond to pay principal of the Prior Bond, and \$6,000,000 of the proceeds of the Bond will be lent to the Company from time to time and used by the Company for the purposes of paying a portion of the Cost of the Project, as set out in Section 3.3 of this Agreement, and refunding the Prior Bond.

(c) The Bond is to be issued under the Bond Ordinance; the Bond is to be secured by the Bond Ordinance and an assignment and pledge to the Owner of all right,

title and interest of the Issuer in and to this Agreement (except the right of the Issuer to receive payments, if any, under Sections 4.2(b), 5.3 and 6.3 hereof) and the Note, pursuant to the Assignment.

(d) The Issuer has not assigned or pledged and will not assign or pledge its right, title or interest in or to this Agreement or the Note, other than to the Owner to secure the Bond.

(e) The Issuer is not in default under any of the provisions of the laws of the State of Illinois which would affect its existence or its powers referred to in the preceding subsection (a).

(f) Under existing statutes and decisions no taxes on income or profits are imposed on the Issuer.

(g) The Issuer has found that the financing of the Project with the proceeds of the Bond will further the public purposes stated in the Enabling Act by relieving conditions of unemployment, encouraging the increase of industry and increasing the health, welfare and prosperity of the residents of the City of Aurora, Illinois.

(h) No member of the City Council of the Issuer nor any other officer or employee of the Issuer has any financial interest in the Company or the transactions contemplated hereby or by the Bond Ordinance, the Assignment or the Tax Agreement.

(i) Neither the adoption of the Bond Ordinance, the execution and delivery of this Agreement, the Assignment or the Tax Agreement, the issuance and sale of the Bond, the consummation of the transactions contemplated hereby or thereby, nor the fulfillment of or compliance with the terms and conditions of the Bond Ordinance, this Agreement, the Assignment or the Tax Agreement conflicts with or results in a breach of any of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Issuer is now a party or by which it is bound, or constitutes a default under any of the foregoing.

(j) All requirements of the Enabling Act incident to the issuance of the Bond will have been complied with, and when delivered to, and paid for, by the Owner, the Bond will constitute a valid and binding special, limited obligation of the Issuer, enforceable in accordance with its terms, and will be entitled to the benefits of the Bond Ordinance.

Section 2.2. Representations of the Company. The Company makes the following representations as the basis for the undertakings on its part herein contained:

(a) The Company is a not-for-profit corporation duly organized, validly existing and in good standing under the laws of the State of Illinois, and the Company has the power to enter into, and by proper corporate action, has been duly authorized to enter into and to execute and deliver this Agreement, the Note and the Tax Agreement.

(b) Neither the execution or acknowledgement and delivery of this Agreement, the Note or the Tax Agreement, the consummation of the transactions contemplated hereby or thereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement, the Note or the Tax Agreement, conflicts with the Articles of Incorporation or the By-Laws of the Company or conflicts with or results in a breach of any of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Company is now a party or by which it is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever (except in connection with the transaction contemplated hereby) upon any of the property or assets of the Company. No condition exists which would, upon the execution of this Agreement, with the lapse of time or the giving of notice, or both, become an Event of Default under this Agreement.

(c) The Project will be acquired, constructed and installed in part through the use of the Bond proceeds lent hereunder, and the Project will be, and the Prior Project is, located on the Land and the Premises and wholly within the corporate boundaries of the City of Aurora, Illinois.

(d) The Company is an "exempt organization" under Section 501(c)(3) of the Code, is not a "private foundation" as defined in Section 509(a) of the Code, and has been exempt from Federal income taxation under Section 501(a) of the Code at all times from and after March 25, 1946, the date of the determination letter from the Treasury Department notifying the Company of its tax-exempt status. The Company is not subject to income taxation. All Federal and state tax or information returns, statements, certificates and reports of the Company required by law to be filed to the date hereof in order to establish and maintain the exemptions from taxation under state law and the Code have been duly filed. The Company has been organized exclusively for charitable and eleemosynary purposes and no part of its net earnings inures to the benefit of any person, private stockholder or individual within the meaning of Section 3(a)(4) of the Securities Act of 1933, as amended. The Company does not have any subsidiaries.

(e) All of the Cost of the Project has been determined or estimated in accordance with sound engineering and accounting principles.

(f) At the time of submission of the application of the Company to the Issuer for financial assistance in connection with the Project and on the dates on which the Issuer took action on such application, permanent financing for the Project had not otherwise been obtained or arranged.

(g) No part of the Project to be acquired, constructed and installed with the proceeds of the Bond was acquired, constructed or installed and no Cost of the Project was incurred or expended on or before the date sixty (60) days prior to October 8, 2005.

(h) The Company has not received the proceeds or the benefits of the proceeds, or uses any facility which was financed with the proceeds, of any outstanding tax-exempt obligations, other than the Bond and the Prior Bond.

(i) The Company will comply with the provisions of Section 148 of the Code, and in that connection, has executed and delivered the Tax Agreement.

(j) The Company will not make any payments, or agreements to pay, to a party, other than the United States of America, an amount that is required to be paid to the United States of America under the rebate requirements of Section 148(f) of the Code by entering into any transaction that reduces the rebatable amount because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the yield on the Bond not been relevant to either party. The Company will not acquire with the proceeds of the Bond any certificate of deposit, investment contract, or any other type of investment which does not comply with the provisions of the Code.

(k) The information furnished by the Company and used by the Issuer in preparing the Form 8038, Information Return for Private Activity Bond Issues, which has been filed by or on behalf of the Issuer with the Internal Revenue Service Center in Ogden, Utah, pursuant to Section 149(e) of the Code, was true and complete as of the date of filing of said Form 8038.

(l) The weighted average maturity of the Bond does not exceed 120% of the weighted average estimated economic life of the components comprising the Project financed with the proceeds of the Bond and the Prior Project refinanced with the proceeds of the Bond, as determined pursuant to Section 147(b) of the Code.

(m) To the knowledge of the Company, the operation of the Project, the Prior Project and the Premises in the manner presently contemplated and as described herein does not and will not conflict in any material respect with any zoning, water or air pollution or other ordinance, order, law or regulation applicable to the Project, the Prior Project or the Premises. To the knowledge of the Company, the Company has caused, or will cause, the Project to be designed in accordance with all applicable Federal, State and local laws or ordinances (including rules and regulations) relating to zoning, planning, building, safety and environmental quality.

(n) Except as otherwise provided below, the Company possesses, and agrees to maintain and obtain in the future, all necessary licenses and permits, or rights thereto, to operate the Project, the Prior Project and the Premises as presently proposed to be operated; all such licenses, permits or other approvals required in connection with the acquisition, construction, installation and operation of the Project, the Prior Project and the Premises have been duly obtained and are in full force and effect except for any such licenses, permits or other approvals which are not yet required and which will be duly obtained not later than the time required or the failure to obtain which will not materially and adversely affect the acquisition, construction, installation and operation of the Project, the Prior Project or the Premises.

(o) This Agreement, the Note and the Tax Agreement have been duly authorized, executed and delivered by the Company by proper corporate action, and

constitute valid and binding obligations of the Company, enforceable against the Company in accordance with their respective terms, except to the extent that the enforcement thereof may be limited by laws relating to bankruptcy, insolvency, reorganization, moratorium and similar laws affecting the rights and remedies of creditors and secured parties and by general principles of equity.

(p) The Prior Project has been completed.

(q) The Company intends to use, and will use, the Project and the Prior Project in such a manner so as to maintain the status of the Project and the Prior Project as a "project," within the meaning of the Enabling Act as in effect on the date hereof, for at least the duration of this Agreement. The Project and the Prior Project further the public purposes set forth in the Enabling Act as in effect on the date hereof by maintaining and increasing employment in the City of Aurora, Illinois.

ARTICLE III

ACQUISITION, CONSTRUCTION AND INSTALLATION OF THE PROJECT; REFUNDING OF PRIOR BOND; ISSUANCE OF THE BOND

Section 3.1. Agreement to Acquire, Construct and Install the Project; Title. The Company represents that it will acquire, construct and install the Project, substantially in accordance with the plans and specifications therefor prepared by contractors selected by the Company, including any and all supplements, amendments and additions (or deletions) thereto (or therefrom), which plans and specifications shall be made available to the Issuer and the Owner on request; *provided, however,* that such other facilities and property contemplated by such supplements, amendments and additions (or deletions) to (or from) the plans and specifications shall not materially impair the effective use of the Project contemplated by this Agreement.

The Company represents that it has acquired, or will promptly acquire, good and marketable title to all the real and personal property constituting the Project and the Premises in order to enable the Company to use the Project and the Premises as contemplated by this Agreement, subject only to those liens, charges and encumbrances as shall be permitted under this Agreement.

Section 3.2. Agreement to Issue Bond; Application of Bond Proceeds. In order to provide funds to finance a portion of the Cost of the Project and to refund the Prior Bond, as provided in Section 4.1 hereof, the Issuer agrees that it will issue under the Bond Ordinance, and sell and cause to be delivered to the Owner, pursuant to the Bond Ordinance, its Bond in the principal amount of \$10,000,000, but only to the extent of advances made from time to time, bearing interest, maturing and subject to prior redemption as set forth in the Bond Ordinance. The Issuer will thereupon lend the proceeds of the Bond to the Company by paying \$4,000,000 of the proceeds of the Bond to the owner of the Prior Bond and by advancing, from time to time,

proceeds of the Bond in the amount of \$6,000,000, as provided herein and in the Bond Ordinance.

Section 3.3. Use of Bond Proceeds. In the Bond Ordinance and subject to the provisions of the Tax Agreement, the Issuer has authorized and directed the Owner, upon compliance with the provisions of the Bond Ordinance and this Agreement to advance the moneys representing the purchase price for the Bond from time to time to or on behalf of the Company for the purpose of refunding the Prior Bond and for the following purposes and, subject to the provisions the Tax Agreement, for no other purposes:

(a) Payment to the Company of such amounts, if any, as shall be necessary to reimburse the Company in full for all advances and payments made by it at any time prior to or after the delivery of the Bond for expenditures incurred and expended by the Company after the date sixty (60) days prior to October 8, 2005, in connection with the preparation of plans and specifications for the Project (including any preliminary study or planning of the Project or any aspect thereof) and the acquisition, construction and installation of the Project.

(b) Payment or reimbursement to the Company, the Issuer and the Owner of any legal, financial and accounting fees and expenses, costs of the execution and filing of any instruments and the preparation of all other documents in connection therewith, and payment or reimbursement of all fees, costs and expenses for the preparation of the Bond Ordinance, this Agreement, the Assignment, the Tax Agreement and the Bond.

(c) Payment or reimbursement for labor, services, materials and supplies used or furnished in the acquisition, construction and installation of the Project, all as provided in the plans, specifications and work orders therefor, payment or reimbursement for the cost of the acquisition, construction and installation of utility services or other facilities and the acquisition, construction and installation of all real and personal property deemed necessary in connection with the Project and payment or reimbursement for the miscellaneous capitalized expenditures incidental to any of the foregoing items.

(d) Payment or reimbursement of the fees, if any, for architectural, engineering, legal, investment banking, commercial banking and supervisory services with respect to the Project.

(e) To the extent not paid by a contractor for construction with respect to any part of the Project, payment or reimbursement of the premiums on all insurance required to be taken out and maintained during the Construction Period, if any.

(f) Payment of the taxes, assessments and other charges, if any, that may become payable during the Construction Period with respect to the Project, or reimbursement thereof if paid by the Company.

(g) Payment or reimbursement of expenses incurred in seeking to enforce any remedy against any supplier, conveyor, grantor, contractor or subcontractor in respect of any default under a contract relating to the Project.

(h) Payment of interest on the Bond during the Construction Period.

(i) Payment of any other costs permitted by the Enabling Act or the Bond Ordinance, which will not affect the exemption of the interest on the Bond from gross income of the Owner thereof for Federal income tax purposes.

Notwithstanding the foregoing, in no event shall the Costs of Issuance financed with the proceeds of the Bond exceed \$200,000 (2% of the face amount of the Bond).

Each of the payments referred to in this Section 3.3, other than those payments made to comply with the Tax Agreement, shall be made not more than five (5) days after receipt by the Owner of a written requisition signed by the Authorized Company Representative, stating with respect to each payment to be made: (i) the requisition number, (ii) the name and address of the person, firm or corporation to whom payment is due, (iii) the amount to be paid, (iv) that each obligation mentioned therein has been properly incurred, is a proper charge as a Cost of the Project or Cost of Issuance, has not been the basis of any previous advance, and does not exceed the value of the services or materials or improvements described in such requisition, (v) if such payment is for Costs of Issuance, that such payment, together with all other payments of Costs of Issuance paid for out of Bond proceeds, does not exceed \$200,000, (vi) that the amount remaining to be paid as the purchase price for the Bond after the advance in question is made, plus funds of the Company available for such purpose will, after payment of the amounts then requested, be sufficient to pay the cost of completing the Project, (vii) that no Event of Default has occurred and is continuing under this Agreement, and (viii) that no written notice of any lien, right to lien or attachment upon, or claim affecting the Project or the right to receive payment of any of the moneys payable from the amounts requested by any person named in the requisition has been received. Each such requisition shall be in substantially the same form as *Exhibit D* attached to and made a part of this Agreement.

The Company covenants and agrees that it will cause all of the proceeds of the Bond to be disbursed for the Cost of the Project, other than the proceeds of the Bond used to refund the Prior Bond.

Section 3.4. Establishment of Completion Date; Obligation of Company to Complete. The Completion Date shall be evidenced to the Owner by a certificate signed by the Authorized Company Representative, stating the Cost of the Project and stating that (i) the acquisition, construction and installation of the Project has been completed substantially in accordance with the plans, specifications and work orders therefor and all labor, services, materials and supplies used in such acquisition, construction and installation have been paid for, and (ii) all other facilities necessary in connection with the Project have been acquired, constructed and installed in accordance with the plans, specifications and work orders therefor, and all costs and expenses incurred in connection therewith (other than costs and expenses for which the Company has withheld payment) have been paid. If the Company withholds the payment of any such cost or

expense of the Project, such certificate shall state the amount of such withholding and the reason therefor. Notwithstanding the foregoing, such certificate may state that it is given without prejudice to any rights against third parties which exist at the date of such certificate or which may subsequently come into being. Such certificate shall be accompanied by a contractor's affidavit with final lien waivers attached. It shall be the duty of the Company to cause such certificate to be furnished to the Owner promptly after the Project shall have been completed.

In the event the proceeds of the Bond available for payment of the Cost of the Project should not be sufficient to pay the costs thereof in full, the Company agrees to pay directly the costs of completing the Project as may be in excess of the moneys available therefor from the proceeds of the Bond. The Issuer does not make any warranty, either express or implied, that the proceeds of the Bond available for payment of a portion of the Cost of the Project, will be sufficient to pay all the costs which will be incurred in that connection. The Company agrees that if it should pay any portion of the Cost of the Project pursuant to the provisions of this Section 3.4, it shall not be entitled to any reimbursement therefor from the Issuer or from the Owner, nor shall it be entitled to any diminution of the amounts payable under Section 4.2 hereof or under the Note.

Section 3.5. Special Arbitrage Certifications. The Issuer and the Company covenant and agree that so long as the Bond shall remain outstanding, moneys on deposit in any fund or account in connection with the Bond (whether or not such moneys were derived from the proceeds of the Bond or from any other source) will not be used in any manner which would cause the Bond to be classified as an "arbitrage bond," within the meaning of Section 148 of the Code and the applicable Regulations, and further jointly and severally covenant and agree to comply with the requirements of the Tax Agreement and of said Section 148 and the Regulations and to execute such certificates as may be necessary to evidence such compliance. To the extent of any inconsistency between the Tax Agreement and this Agreement, the Tax Agreement shall control.

ARTICLE IV

REPAYMENT PROVISIONS

Section 4.1. Bond Proceeds. The Issuer covenants and agrees, upon the terms and conditions of this Agreement, to refund the Prior Bond and to finance a portion of the Cost of the Project for the Company. Pursuant to said covenant and agreement, the Issuer will issue the Bond upon the terms and conditions contained in the Bond Ordinance and this Agreement, and will lend the proceeds of the Bond to the Company by causing the Bond proceeds to be applied as provided in Article III of this Agreement. Such proceeds shall be disbursed to or on behalf of the Company as provided in Sections 3.2 and 3.3 of this Agreement.

Section 4.2. Repayment of the Loan and Payment of Other Amounts Payable. (a) In order to evidence its obligation to repay the loan made hereunder by the Issuer, the Company will issue its Note in the principal amount of \$10,000,000, but only to the extent of advances

made from time to time. The principal amount of the Note shall be advanced from time to time as advances of the purchase price for the Bond are made in the same principal amounts.

The Note shall be in substantially the same form as *Exhibit B* attached to and made a part of this Agreement. The Issuer and the Company agree that the Note shall be payable to the Issuer, shall be endorsed by the Issuer to the Owner and shall be pledged for the benefit of the Bond. The Note shall be subject to prepayment as herein provided. The Company covenants and agrees that the payments of principal installments of, premium, if any, and interest on the Note shall at all times be sufficient to enable the Issuer to pay when due the principal installments of, premium, if any, and interest on the Bond.

(b) The Company also agrees to pay the fees and expenses of the Issuer, if any, incurred in fulfilling its obligations under the Bond Ordinance, this Agreement, the Assignment and the Tax Agreement, which are not otherwise required to be paid by the Company under the terms of this Agreement.

(c) The Company also agrees to pay the reasonable fees and expenses of the Owner incurred in fulfilling its obligations under the Bond Ordinance, this Agreement, the Assignment and the Tax Agreement, which are not otherwise required to be paid by the Company under the terms of this Agreement, including without limitation the Owner's origination fee of \$30,000; *provided*, that such fees and expenses shall not exceed \$47,750.

(d) Subject to the provisions of Section 3.5 hereof, the Company also agrees to pay to the Owner, on demand, any sums owing to the Rebate Fund pursuant to the Tax Agreement.

If the date when any of the payments required to be made by this Section 4.2 is not a Business Day, then such payments shall be made on or before the next Business Day.

Section 4.3. No Defense or Set-Off - Unconditional Obligation. The obligations of the Company to make the payments required in Section 4.2 hereof and pursuant to the Note and to perform and observe the other agreements on its part contained herein shall be absolute and unconditional, irrespective of any defense or any rights of set-off, recoupment or counterclaim it might otherwise have against the Issuer or the Owner. The Company shall pay absolutely net during the term of this Agreement the payments to be made on account of the loan as prescribed in Section 4.2 hereof and all other payments required hereunder free of any deductions and without abatement, diminution or set-off, other than those herein expressly provided. Until such time as the principal installments of, premium, if any, and interest on the Note and the Bond shall have been fully paid, the Company: (i) will not suspend or discontinue any payments provided for in Section 4.2 hereof or the Note; (ii) will perform and observe all of its covenants, agreements and obligations contained in this Agreement; and (iii) will not terminate this Agreement for any cause, including, without limiting the generality of the foregoing, the failure of the Company to complete the acquisition, construction and installation of the Project, the occurrence of any acts or circumstances that may constitute failure of consideration, destruction of or damage to the Project or the Premises, commercial frustration of purpose, any change in the tax laws of the United States of America or of the State of Illinois or any political subdivision of either of these, or any failure of the Issuer to perform and observe any agreement, whether

express or implied, or any duty, liability or obligation arising out of or connected with this Agreement, except to the extent permitted by this Agreement.

Section 4.4. Assignment and Pledge of Issuer's Rights. As security for the payment of its Bond, the Issuer will assign and pledge to the Owner all right, title and interest of the Issuer in and to this Agreement and the Note, including the right to receive payments hereunder and thereunder (except the right to receive payments, if any, under Sections 4.2(b), 5.3 and 6.3 hereof), and hereby directs the Company to make said payments directly to the Owner on behalf of the Issuer, and, by the Bond Ordinance and the Assignment, directs the Owner to apply such payments to the payment of the principal installments of, premium, if any, and interest on the Bond when due. The Company herewith assents to such assignment and pledge and will make payments directly to the Owner on behalf of the Issuer without defense or set-off by reason of any dispute between the Company and the Issuer or the Owner.

ARTICLE V

SPECIAL COVENANTS AND AGREEMENTS

Section 5.1. Issuer's and Owner's Right of Access to the Project and the Premises. The Company agrees that during the term of this Agreement the Issuer, the Owner and their or either of their duly authorized agents shall have the right during regular business hours, upon notice not less than five (5) days in advance (unless an Event of Default shall occur and be continuing hereunder in which case no notice shall be required), to enter upon the Premises at which the Project is located and to examine and inspect the Project and the Premises. The Company hereby agrees that the Issuer and the Owner and their duly authorized agents shall have such right of access to the Project and the Premises, subject to such limitations, restrictions and requirements as the Company reasonably prescribes, including but not limited to the standard visitor agreement of the Company.

Section 5.2. Company to Maintain Its Not-for-Profit Status and Corporate Existence; Conditions under Which Exceptions Permitted. The Company agrees that it will at all times take all legal steps necessary to maintain its existence as a not-for-profit corporation in good standing under the laws of the State of Illinois and an organization described in Section 501(c)(3) of the Code (or any successor section of a Federal income tax statute or code), and that it will take no action or suffer any action to be taken by others which will alter, change or destroy its status as a not-for-profit corporation or its status as an organization described in Section 501(c)(3) of the Code (or any successor sections of a subsequent Federal income tax statute or code). The Company further warrants that it admits students, faculty and others using the Project without regard to race, creed, color, place of national origin, religion, age or sex, and agrees to continue such policy as long as this Agreement is in force and effect.

The Company further covenants that none of its revenues, income or profits, whether realized or unrealized, will be distributed to any of its officers or members, or inure to the benefit of any private person, association or corporation, other than for the lawful corporate purposes of the Company; *provided, however*, that the Company may pay to any person, association or

corporation the value of any service or product performed for or supplied to the Company by such person, association or corporation.

The Company hereby further agrees that during the term of this Agreement, it will maintain its corporate existence, will not dissolve or otherwise dispose of all or substantially all of its assets, and will not consolidate with or merge into another legal entity or permit one or more other legal entities to consolidate with or merge into it, or sell or otherwise transfer to another legal entity all or substantially all its assets as an entirety and dissolve; *provided*, that the Company may, without violating the agreement contained in this Section 5.2, consolidate with or merge into another domestic corporation (*i.e.*, a corporation incorporated and existing under the laws of the United States of America or any state, district or territory thereof), or permit one or more domestic corporations to consolidate with or merge into it, or transfer all or substantially all of its assets to another domestic corporation; *provided*, that the surviving, resulting or transferee corporation, as the case may be: (i) is a domestic corporation as aforesaid; (ii) is an entity of a nature such that its succession to the position of the Company under this Agreement does not, in the opinion of Bond Counsel, adversely affect the validity of the Bond or the exclusion of the interest payable on the Bond from gross income of the Owner thereof for Federal income tax purposes; (iii) is and will be an organization described in Section 501(c)(3) of the Code (or successor provisions thereto), and therefore is and will be exempt from Federal income taxation by virtue of Section 501(a) of the Code (or successor provisions thereto); (iv) expressly assumes in writing all of the obligations of the Company under this Agreement, the Note and the Tax Agreement; (v) has obtained the prior written consent of the Owner to such assumption; and (vi) has a "Consolidated Tangible Net Worth" (after giving effect to such merger, consolidation or transfer) equal to or greater than the Company immediately prior to such merger, consolidation or transfer. The term "Consolidated Tangible Net Worth", as used in this Section 5.2, shall mean the difference obtained by subtracting total consolidated liabilities of the Company and its consolidated subsidiaries, if any, from total consolidated assets of the Company and its consolidated subsidiaries, if any, less the aggregate amount of any intangible assets, in accordance with generally accepted accounting principles.

Section 5.3. Release and Indemnification Covenants. The Company during the term of this Agreement releases the Issuer and the Owner from, and covenants and agrees that neither the Issuer nor the Owner shall be liable for, and agrees to indemnify and hold the Issuer and the Owner harmless against, any loss or damage to property or any injury to or death of any person occurring on or about or resulting from any defect in the Project or the Premises (including without limitation reasonable attorneys' fees and expenses). The indemnity provided in this Section 5.3 shall be effective only to the extent of any loss that may be sustained by the Issuer or the Owner, as the case may be, in excess of the net proceeds received by the Issuer or the Owner from any insurance carried with respect to the loss sustained; *provided*, that the indemnity provided for in this Section 5.3 shall not be effective for damages that result from gross negligence or willful misconduct on the part of the Issuer or the Owner, as the case may be. The obligations of the Company under this Section 5.3 shall survive the termination of this Agreement.

Section 5.4. Records and Financial Statements of Company. The Issuer and the Owner shall be permitted during regular business hours during the term of this Agreement, upon not less

than five (5) days prior notice, to examine the books and records of the Company with respect to the Project.

The Company hereby agrees to furnish the Owner, while any principal of, premium, if any, or interest on the Bond remains unpaid, within one hundred twenty (120) days after the close of each fiscal year of the Company, with an audited financial report of the Company, prepared in accordance with generally accepted accounting principles by independent certified public accountants selected by the Company and reasonably acceptable to the Owner for such fiscal year, including a balance sheet and statement of income, showing the financial position of the Company and its consolidated subsidiaries, if any, at the close of each such fiscal year and the results of the operations of the Company and its consolidated subsidiaries, if any, for each such fiscal year.

The Company further agrees to furnish the Owner within forty-five (45) days of the close of each financial quarter of each fiscal year of the Company with a financial report of the Company, including a balance sheet, statement of income and statement of cash flows, showing the financial position of the Company at the close of each such quarter and the year to date results of operations of the Company for the current fiscal period ending at the close of each such quarter, signed by an Authorized Company Representative.

Section 5.5. Tax-Exempt Status. The Company covenants with the Issuer and for and on behalf of the purchasers and owners of the Bond that so long as any principal of the Bond remains unpaid, moneys on deposit in any fund in connection with the Bond, whether or not such money was derived from the proceeds of the sale of the Bond or from any other sources, will not be used in a manner which will cause the Bond to be an "arbitrage bond," within the meaning of Section 148 of the Code, and any lawful Regulations promulgated thereunder, as the same exist on this date, or may from time to time hereafter be amended, supplemented or revised. The Company also covenants for the benefit of the Owner with all of the provisions of the Tax Agreement. The Company reserves the right, however, to make any investment of such moneys permitted by state law, if, when and to the extent that said Section 148 or the Regulations promulgated thereunder shall be repealed or relaxed or shall be held void by final judgment of a court of competent jurisdiction, but only upon receipt of an opinion of Bond Counsel with respect to such investment that such investment does not affect the exclusion of the interest on the Bond from gross income of the Owner thereof for Federal income tax purposes. Notwithstanding any other provision hereof, the Company hereby covenants and agrees that it will not take or authorize or permit any action to be taken with respect to the Project or the proceeds of the Bond (including investment earnings thereon), or any other proceeds derived directly or indirectly in connection with the Project, which results in the loss of the exclusion of interest on the Bond from the gross income of the Owner of the Bond for Federal income tax purposes; and the Company also will not omit to take any action in its power which, if omitted, would cause the above result.

The representations and covenants contained in the Tax Agreement are hereby incorporated herein by reference to the same extent and effect as if they were set forth in full in this Agreement.

Section 5.6. Insurance. The Company agrees to maintain all necessary insurance with respect to all of its facilities, including without limitation the Project and the Premises, the operation thereof and its business with good and responsible insurance companies against such hazards and risks as are insured by companies similarly situated and operating like properties.

Section 5.7. Maintenance and Repair. The Company agrees that it will (i) maintain all of its facilities, including without limitation the Project and the Premises, in safe condition, and (ii) maintain all of its facilities, including without limitation the Project and the Premises, in good repair and operating condition, making from time to time all necessary repairs thereto, renewals and replacements thereof, additions thereto and betterments thereof, so that at all times the efficiency thereof, shall be fully preserved and maintained.

Section 5.8. Qualification in Illinois; Licenses and Permits. Subject to the provisions of Section 5.2 hereof, the Company hereby agrees that throughout the term of this Agreement, it will be qualified to do business in the State of Illinois. The Company further agrees that, throughout the term of this Agreement, it shall obtain and maintain all licenses and permits necessary to acquire, construct and install the Project and to operate the Project and the Premises for the purposes set forth in this Agreement.

Section 5.9. Fees, Rates and Charges. (a) In no event shall this Section 5.9 be construed to require the establishment or maintenance by the Company of fees, rates or charges at a level which would violate any applicable law, or any rule, regulation, revenue ruling, or revenue procedure of the Internal Revenue Service (or any successor entity) relating to the maintenance of the tax-exempt status of the Company under Section 501(c)(3) of the Code.

(b) The Company covenants and agrees to operate the Project, the Premises and all of its other facilities as revenue producing facilities on a non-discriminatory basis, to charge such tuition, room and board, fees and rates for its facilities and services and to exercise such skill and diligence as will provide revenues, together with other legally available funds, sufficient to pay promptly all expenses of operation, maintenance, repair and refurbishment of the facilities of the Company including, without limitation, the Project, to pay all debt service requirements of the other existing indebtedness of the Company, and to make all payments required to be made by the Company under this Agreement, the Note and the Tax Agreement and by applicable law. The Company further covenants and agrees that it will, as necessary, revise such fees and rates in such manner as may be necessary or proper to comply with the provisions of this Agreement; *provided*, that the Company shall be obligated to revise such fees and rates as provided in this Section 5.9 only at such time as the Company does not have other available funds sufficient to meet its obligations under this Agreement.

Section 5.10. Use of Project and Premises Restricted. The Company shall use the Project and the Premises only in furtherance of the lawful corporate purposes of the Company.

The Company will not use the Project or the Premises primarily for sectarian instruction or study or as a place of devotional activities or religious worship or as a facility used primarily in connection with any part of the program of a school or department of divinity for any religious denomination or the training of ministers, priests, rabbis or other similar persons in the field of

religion. The Company will permit the Owner, upon not less than five (5) days notice (unless an Event of Default shall have occurred and be continuing hereunder, in which case no notice shall be required), to make inspections of the Project and the Premises to determine compliance with this Section 5.10. The provisions of this paragraph of this Section 5.10 shall remain in full force and effect notwithstanding the payment of the Note in full and the termination of this Agreement.

The Company further agrees that it will not use any portion of the Project or the Premises or suffer or permit any portion of the Project or the Premises to be used by any nonexempt person or in an unrelated trade or business as defined in Section 513(a) of the Code in a manner or to an extent which would result in the inclusion of the interest on the Bonds in gross income of the owners thereof for Federal income tax purposes.

Section 5.11. Security Interest in Funds. To secure the payment of the principal installments of and interest payable on the Note, and the performance of all the other covenants of the Company contained in this Agreement, the Company does hereby grant to the Issuer a security interest in the Company's right, title and interest, if any, in any and all moneys, securities and other property from time to time on deposit in any fund or account established under the Bond Ordinance, together with all income thereon and proceeds thereof and all substitutions thereof and additions thereto; *provided, however*, that there is expressly excluded from the lien thereon amounts held by the Owner in the Rebate Fund.

Section 5.12. Compliance with Orders, Ordinances, Etc. The Company will, at its sole cost and expense, comply with all applicable present and future laws, and all applicable present and future ordinances, orders, decrees, rules, regulations and requirements of which it has notice, of every duly constituted governmental Issuer, commission and court and the officers thereof of which it has notice, the failure to comply with which would materially and adversely affect the operations, properties or financial condition of the Company taken as a whole. The Company agrees to use all reasonable efforts to gain knowledge of such ordinances, orders, decrees, rules, regulations and requirements.

Section 5.13. Application of Certain Gifts. The Company hereby recognizes that it may receive from time to time gifts, grants, donations, bequests or other charitable contributions, regardless of the form or the source thereof, the proceeds of which when received by the Company are or will be restricted to, or are intended and segregated by the Company to be used for, payment of the costs of all or a portion of the Project (hereinafter referred to as "*Restricted Gifts*"). Subject to the provisions of the last two sentences of this Section, the Company hereby covenants and agrees that if and when the Company receives any Restricted Gifts, the Company will transfer the Excess (as hereinafter defined) to the Owner for the redemption of the Bond in accordance with the terms of the Bond Ordinance (the "*Redemption*"). The amount of any Restricted Gifts to be so transferred on any date to the Owner for the Redemption of the principal installments of the Bond shall be equal to the excess, if any, of (a) the aggregate amount of Restricted Gifts, received by the Company as of such date over (b) the aggregate amount of moneys not obtained through the issuance of the Bond, which the Company has theretofore applied, or intends to apply based on then-current estimates, to payment of costs of the Project (the "*Excess*"). The proceeds of any such Restricted Gifts need not be so applied until the

aggregate amount thereof held by the Company at any time and not previously so applied is at least \$50,000.

The Company may apply the proceeds of Restricted Gifts in a manner that varies from the requirements set forth above under this Section 5.13 if the Company delivers to the Owner and the Issuer an opinion of Bond Counsel to the effect that such application will not adversely affect the validity of the Bond or the exclusion of the interest on the Bond from Federal gross income of the Owner thereof under the Code.

ARTICLE VI

EVENTS OF DEFAULT AND REMEDIES

Section 6.1. Events of Default. The occurrence of any one of the following shall constitute an Event of Default hereunder:

(a) failure by the Company to pay any amounts representing principal, premium, if any, or interest required to be paid under the Note and this Agreement on the dates and in the manner specified therein or herein; or

(b) failure by the Company to observe and perform any covenant, condition or agreement on its part to be observed or performed in this Agreement, other than as referred to in subsection (a) above, for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to the Company by the Issuer or the Owner, unless the Owner shall agree in writing to an extension of such time prior to its expiration; *provided*, that if the nature of the default is such that it cannot be cured within such 30-day period, but can be cured within a longer period, no Event of Default shall occur if the Company institutes corrective action within such 30-day period and diligently pursues such corrective action until the default is cured, so long as such cure occurs within ninety (90) days, unless the Owner otherwise consents in writing; or

(c) the dissolution or liquidation of the Company or the filing by the Company of a voluntary petition in bankruptcy, or failure by the Company promptly to lift any execution, garnishment or attachment of such consequence as will impair its ability to carry on its obligations hereunder, or an order for relief under Title 11 of the United States Code, as amended from time to time, is entered against the Company, or a petition or answer proposing the entry of an order for relief against the Company under Title 11 of the United States Code, as amended from time to time, or the arrangement or debt readjustment of the Company under any present or future Federal bankruptcy act or any similar Federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within ninety (90) days after the filing thereof, or if the Company shall fail generally to pay its debts as they become due, or a custodian (including without limitation a receiver, trustee, assignee for the benefit of creditors or liquidator of the Company) shall be appointed for or take possession of all or a substantial portion of the property of the Company and shall not be discharged within

ninety (90) days after such appointment or taking possession, or the Company shall consent to or acquiesce in such appointment or taking possession, or assignment by the Company for the benefit of its creditors, or the entry by the Company into an agreement of composition with its creditors; *provided*, that the term “dissolution or liquidation of the Company”, as used in this subsection (c), shall not be construed to include the cessation of the corporate existence of the Company resulting either from a merger or consolidation of the Company into or with another domestic corporation or a dissolution or liquidation of the Company following a transfer of all or substantially all of its assets as an entirety, under the conditions permitting such acts contained in Section 5.2 hereof; or

(d) any warranty, representation or other statement made by or on behalf of the Company contained herein, or in any document or certificate furnished by the Company in compliance with or in reference hereto, is false or untrue in any material respect;

(e) an “Event of Default” shall occur under the Covenant Agreement; or

(f) an “event of default” shall occur under the Bond Ordinance.

Section 6.2. Remedies on Default. Whenever any Event of Default shall have occurred hereunder, the Owner may take any one or more of the following remedial steps:

(a) The Owner may exercise any right, power or remedy permitted to it by law as the holder of the Note, and shall have in particular, without limiting the generality of the foregoing, the right to declare the entire principal and all unpaid interest accrued on the Note to be, and upon written notice to the Company and the Issuer of such declaration, the Note and the unpaid accrued interest thereon shall thereupon become forthwith due and payable, without presentment, demand or protest, all of which are hereby expressly waived. The Company shall forthwith pay to the Owner the entire principal of, premium, if any, and interest accrued on the Note.

The Owner shall waive, rescind and annul such declaration and the consequences thereof, when any declaration of acceleration on the Bond has been waived, rescinded and annulled pursuant to and in accordance with Section 11 of the Bond Ordinance.

(b) The Issuer or the Owner may take whatever action at law or in equity may appear necessary or desirable to collect the payments and other amounts then due and thereafter to become due or to enforce performance and observance of any obligation, agreement or covenant of the Company under this Agreement, the Note, the Assignment or the Bond Ordinance.

In case the Issuer or the Owner shall have proceeded to enforce its rights under this Agreement, the Note, the Assignment or the Bond Ordinance and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Issuer or the Owner, as the case may be, then and in every such case the Company, the Issuer and the Owner shall be restored, respectively, to their several positions and rights hereunder, and all

rights, remedies and powers of the Company, the Issuer and the Owner shall continue as though no such proceeding had been taken. Notwithstanding the foregoing, if any such proceedings shall have been determined adversely to the Issuer or the Owner, the foregoing shall not permit the Issuer or the Owner to again make the same claim based on the same facts.

In case there shall be pending proceedings for the bankruptcy or for the reorganization of the Company under the Federal bankruptcy laws or any other applicable law, or in case a receiver or trustee shall have been appointed for the property of the Company, or in the case of any other similar judicial proceedings relative to the Company, or to the creditors or property of the Company, the Owner shall be entitled and empowered, by intervention in such proceedings or otherwise, to file and prove a claim or claims for the whole amount owing and unpaid pursuant to this Agreement and the Note and, in case of any judicial proceedings, to file such proofs of claim and other papers or documents as may be necessary or advisable in order to have the claims of the Owner allowed in such judicial proceedings relative to the Company, its creditors or its property, and to collect and receive any moneys or other property payable or deliverable on any such claims, and to distribute the same after the deduction of its charges and expenses; and any receiver, assignee or trustee in bankruptcy or reorganization is hereby authorized to make such payments to the Owner, and to pay to the Owner any amount due it for compensation and expenses, including counsel fees incurred by it up to the date of such distribution.

Section 6.3. Agreement to Pay Attorneys' Fees and Expenses. In the event the Company should default under any of the provisions of this Agreement, the Note or the Tax Agreement or any such default shall be threatened, and the Issuer or the Owner should employ attorneys (and their paralegals) or incur other expenses in connection with the rights of the Issuer and the Owner for the enforcement of performance or observance of any obligation or agreement on the part of the Company herein contained or contained in the Note or the Tax Agreement, the Company agrees that it will on demand therefor pay to the Issuer and the Owner the reasonable fees of such attorneys (and paralegals) and such other expenses so incurred by the Issuer and the Owner.

Section 6.4. No Remedy Exclusive. No remedy herein conferred upon or reserved to the Issuer or the Owner is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement, the Note, the Assignment and the Bond Ordinance or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any Event of Default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Issuer or the Owner to exercise any remedy reserved to it in this Article VI, it shall not be necessary to give any notice, other than such notice as may be herein expressly required. Such rights and remedies as are given the Issuer hereunder shall also extend to the Owner, and the Owner shall be deemed a third party beneficiary of all covenants and agreements herein contained.

Section 6.5. No Additional Waiver Implied by One Waiver. In the event any agreement contained in this Agreement should be breached by the Company and thereafter waived by the

Owner, such waiver shall be limited to the particular breach so waived, and shall not be deemed to waive any other breach under this Agreement.

ARTICLE VII

PREPAYMENT OF NOTE

Section 7.1. Option to Prepay the Note. The Company shall have, and is hereby granted, the option to prepay the principal installments of the Note, on any date, as a whole, or in part in inverse order of maturity, by paying to the Owner for the account of the Issuer an amount sufficient to redeem all of, or a portion of, the principal installments of the Bond then outstanding, in the manner, at the redemption prices (including premium, if any, and accrued interest), from the sources and on the dates specified in Section 3 of the Bond Ordinance.

Section 7.2. [Reserved].

Section 7.3. Obligation to Prepay the Note upon the Request of the Owner. Upon the request of the Owner, the Company shall have the obligation to prepay the principal of the Note, in whole on September 1 of any of the years 2013, 2016, 2019, 2022, 2025, 2028, 2031 or 2034, at a redemption price of 100% of the outstanding unpaid principal installments thereof, plus accrued interest thereon to the date fixed for redemption, without premium. The Owner shall give the Issuer and the Company written notice of its request to redeem the principal installments of the Bond and the principal installments of the Note on any such date at least sixty (60) days in advance of such date.

Section 7.4. Redemption of the Bond. To exercise an option granted to the Company by Section 7.1 hereof, or to perform an obligation required of the Company by this Article VII, the Company shall give written notice to the Issuer and the Owner which shall specify therein the date upon which prepayment of the principal installments of the Note (or a portion thereof) will be made, which date shall be not less than ten (10) days from the date the notice is mailed, and shall specify that all of the principal installments of the Note or a specified portion thereof is to be so prepaid. The Issuer has directed the Owner to take forthwith all steps (other than the payment of the money required to redeem the principal installments of the Bond) necessary under the applicable provisions of the Bond Ordinance and the Assignment to effect the prior redemption of the principal installments of the Bond (or a portion thereof) in amounts equal to the amount of the principal installments of the Note so prepaid as provided in this Article VII.

ARTICLE VIII

FINANCING STATEMENTS

The Company will, at its expense, forthwith after the execution and delivery of the Assignment and thereafter from time to time, cause the Assignment (including any amendments thereto and supplements thereof) and any financing statements in respect of the Assignment to be filed, registered and recorded in such manner and in such places as may be required by law in

order to publish notice of and fully to perfect and protect the lien and security interest created thereby; and from time to time will perform or cause to be performed any other act as provided by law, and will execute or cause to be executed any and all continuation statements and further instruments that may be requested by the Issuer or the Owner for such publication, perfection and protection. Except to the extent it is exempt therefrom, the Company will pay or cause to be paid all filing, registration and recording fees incident to such filing, registration and recording, and all expenses incident to the preparation, execution and acknowledgment of such instruments of further assurance, and all Federal or state fees and other similar fees, duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of the Assignment, said financing statements and such instruments of further assurance.

The Company hereby appoints the Owner to be its attorney-in-fact for the purpose of executing all financing statements, continuation statements, termination statements and instruments of further assurances with the same force and effect as if an authorized officer of the Company had executed any such financing statement, continuation statement, termination statement or instrument of further assurance.

ARTICLE IX

MISCELLANEOUS

Section 9.1. Notices. All notices, certificates or other communications shall be sufficiently given and shall be deemed given when the same are (i) mailed by first class mail, postage prepaid, or (ii) delivered or (iii) sent by facsimile transmission (receipt confirmed by telephone), in each case, to the parties at the addresses set forth below or at such other address as a party may designate by notice to the other parties: if to the Issuer, at 44 East Downer Place, Aurora, Illinois 60507, Attention: Director of Finance; if to the Company, at 1000 Butterfield Road, Aurora, Illinois 60502, Attention: Treasurer; and if to the Owner, at 211 South Wheaton Avenue, Wheaton, Illinois 60187, Attention: Pamela A. Sharar-Stoppel. A duplicate copy of each notice, certificate or other communication given hereunder by either the Issuer or the Company to the other shall also be given to the Owner.

Section 9.2. Assignments. This Agreement may not be assigned by either party without the consent of the other and the Owner, except that the Issuer shall assign and pledge to the Owner its right, title and interest in and to this Agreement (except certain indemnification and expense payments) as provided by Section 4.4 hereof, and the Company may without any consent assign to any surviving, resulting or transferee corporation its rights under this Agreement as provided by Section 5.2 of this Agreement.

Section 9.3. Severability. If any provision of this Agreement shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatsoever.

Section 9.4. Execution of Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument; *provided, however,* that for purposes of perfecting a security interest in this Agreement by the Owner under Article 9 of the Illinois Uniform Commercial Code, only the counterpart assigned, pledged and delivered to the Owner shall be deemed the original.

Section 9.5. Amounts Remaining in Funds. It is agreed by the parties hereto that after payment in full of (i) the principal installments of, premium, if any, and interest on the Bond, and (ii) all other amounts required to be paid under this Agreement, the Note, the Assignment, the Tax Agreement and the Bond Ordinance, any amounts remaining in any fund maintained under the Bond Ordinance, this Agreement, the Assignment or the Tax Agreement and not applied to the principal installments of, premium, if any, and interest on the Bond or to any amount due and owing to the Owner under any of said instruments shall belong to and be paid to the Company by the Owner.

Section 9.6. Amendments, Changes and Modifications. Except as otherwise provided in this Agreement or the Bond Ordinance, subsequent to the initial issuance of the Bond and prior to its payment in full, this Agreement may not be effectively amended, changed, modified, altered or terminated without the prior written consent of the Owner.

Section 9.7. Governing Law. This Agreement shall be governed exclusively by, and construed in accordance with, the applicable laws of the State of Illinois.

Section 9.8. Authorized Company Representative. Whenever under the provisions of this Agreement the approval of the Company is required or the Company is required to take some action at the request of the Issuer or the Owner, such approval or such request shall be given for the Company by the Authorized Company Representative, and the Issuer and the Owner shall be authorized to act on any such approval or request and neither party hereto shall have any complaint against the other or against the Owner as a result of any such action taken.

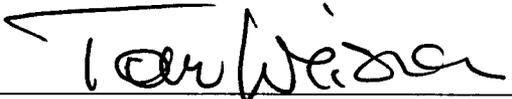
Section 9.9. Term of the Agreement. This Agreement shall be in full force and effect from the date hereof, and shall continue in effect until the payment in full of all principal of, premium, if any, and interest on the Bond, all expenses of the Issuer and the Owner required to be paid by the Company hereunder and the Note have been paid, and the Issuer and the Company shall have performed all of its covenants, promises and obligations hereunder, including payment of the principal installments of, premium, if any, and interest on the Note in full. All representations, certifications and covenants by the Company as to all matters affecting the tax-exempt status of the interest on the Bond shall survive the termination of this Agreement.

Section 9.10. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Issuer, the Company and their respective successors and assigns; subject, however, to the limitations contained in Sections 4.4 and 5.2 of this Agreement. This Agreement is intended to be and is for the sole and exclusive benefit of the parties hereto and the Owner.

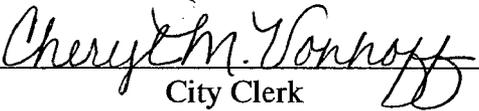
IN WITNESS WHEREOF, the Issuer and the Company have caused this Agreement to be executed in their respective names and attested by their respective duly authorized officers and sealed, all as of the date first above written.

CITY OF AURORA, KANE, DUPAGE, WILL AND
KENDALL COUNTIES, ILLINOIS

(SEAL)

By 
Mayor

ATTEST:


City Clerk

MARMION

(SEAL)

By _____
President

ATTEST:

Secretary

All right, title and interest of the City of Aurora, Kane, DuPage, Will and Kendall Counties, Illinois, in and to this Agreement and all amounts receivable hereunder (except the right to payments, if any, under Sections 4.2(b), 5.3 and 6.3 hereof) have been assigned and pledged to Wheaton Bank & Trust Company, pursuant to the Assignment and Agreement dated as of August 1, 2010, by and between said City and said Company. For purposes of Article 9 of the Illinois Uniform Commercial Code, the counterpart of this Agreement assigned, pledged and delivered to said Company shall be deemed the original.

IN WITNESS WHEREOF, the Issuer and the Company have caused this Agreement to be executed in their respective names and attested by their respective duly authorized officers and sealed, all as of the date first above written.

CITY OF AURORA, KANE, DUPAGE, WILL AND
KENDALL COUNTIES, ILLINOIS

(SEAL)

By _____
Mayor

ATTEST:

City Clerk

MARMION

(SEAL)

By John Trahill
President

ATTEST:

Charles R. Reichert
Secretary

All right, title and interest of the City of Aurora, Kane, DuPage, Will and Kendall Counties, Illinois, in and to this Agreement and all amounts receivable hereunder (except the right to payments, if any, under Sections 4.2(b), 5.3 and 6.3 hereof) have been assigned and pledged to Wheaton Bank & Trust Company, pursuant to the Assignment and Agreement dated as of August 1, 2010, by and between said City and said Company. For purposes of Article 9 of the Illinois Uniform Commercial Code, the counterpart of this Agreement assigned, pledged and delivered to said Company shall be deemed the original.

EXHIBIT A

DESCRIPTION OF THE PROJECT

The Project consists of the construction of a field house and gymnasium and other campus infrastructure improvements and the acquisition of furnishings, equipment and related property to be installed therein, all to constitute a high school facility, and all to be located at 1000 Butterfield Road, Aurora, Illinois.

EXHIBIT B

MARMION

PROMISSORY NOTE

FOR VALUE RECEIVED, Marmion, an Illinois not-for-profit corporation (the "Company"), hereby promises to pay to the City of Aurora, Kane, DuPage, Will and Kendall Counties, Illinois, or its successors and assigns (the "Issuer"), in lawful money of the United States of America in Federal or other immediately available funds at the principal office of Wheaton Bank & Trust Company, or assigns (the "Owner"), the principal amount of TEN MILLION DOLLARS (\$10,000,000), but only to the extent of advances made from time to time, maturing as to principal in principal installments, payable monthly on October 1, 2010, and on the first business day of each calendar month thereafter and in the principal amounts set forth in Schedule A attached hereto and made a part hereof, commencing on the earlier of (i) the first Business Day of the calendar month immediately following the completion of the Project, as certified in accordance with the Agreement (as hereinafter defined), or (ii) September 1, 2011, but maturing not later than September 1, 2036, together with interest on the unpaid principal amount hereof from the date hereof at a rate equal to 67% of LIBOR (as defined in the Agreement), calculated on the date hereof and the first business day of each calendar month thereafter, plus three percent (3%), payable in lawful money at the United States of America in Federal or other immediately available funds and payable monthly on October 1, 2010, and on the first business day of each calendar month thereafter until paid, computed on the basis of a calendar year consisting of 360 days and calculated on the actual number of days elapsed. In the event that a Determination of Taxability (as defined in the Agreement) shall occur, this Promissory Note shall bear interest at 100% of LIBOR, calculated on the date that the interest on the Bond (as hereinafter defined) becomes includible in gross income for federal tax purposes and the first business day of each calendar month thereafter, plus three percent (3%) from the date that the interest on the Bond becomes includible in gross income for federal income tax purposes, payable monthly until final maturity. In the event that an Event of Default (as defined in the Agreement) has occurred and is continuing under the Agreement, this Promissory Note shall bear interest at the Prime Rate (as defined in the Agreement) in effect from time to time, plus two percent (2.0%), payable monthly. The outstanding principal amount of this Promissory Note on any date shall be the principal amount of this Promissory Note advanced from time to time, less any payments of principal previously made. In the event that the full principal amount of this Promissory Note shall not be advanced in the principal amount of \$10,000,000, the principal installments of this Promissory Note shall be recalculated to reduce the outstanding principal installments of this Promissory Note on a *pro rata* basis based upon the principal amount of this Promissory Note which is not advanced, *Schedule A* to this Promissory Note shall be revised, and the Owner shall give the Company written notice of the revised maturity schedule.

This Promissory Note is issued pursuant to the Loan Agreement dated as of August 1, 2010, by and between the Issuer and the Company (the "Agreement"), and is issued in consideration of the loan made thereunder and to evidence the obligations of the Company set

forth in Section 4.2(a) thereof. The Company covenants and agrees that the payments of principal installments hereof and premium, if any, and interest hereon will be sufficient to enable the Issuer to pay when due the principal installments of, premium, if any, and interest on its Special Facility Revenue Bond, Series 2010 (Marmion Project) in the principal amount of \$10,000,000 (the "Bond").

Each payment of the principal installments of, premium, if any, and interest on this Promissory Note shall at all times be sufficient to pay the total amount of the principal installments of (whether at maturity or upon acceleration or prior redemption), premium, if any, and interest on the Bond on the same date.

This Promissory Note is entitled to the benefits and is subject to the conditions of the Agreement. The obligations of the Company to make the payments required hereunder shall be absolute and unconditional without any defense or right of set-off, counterclaim or recoupment by reason of any default by the Issuer under the Agreement or any default under any other agreement between the Company and the Issuer or the Owner, or out of any indebtedness or liability at any time owing to the Company by the Issuer or the Owner, or for any other reason.

The principal installments of this Promissory Note are subject to optional and mandatory prepayment, in whole or in part, as provided in Article VII of the Agreement.

In certain events, on the conditions, in the manner and with the effect set out in the Agreement, the principal installments of this Promissory Note may be declared due and payable before the stated maturity thereof, together with accrued interest thereon. Reference is hereby made to the Agreement for a complete statement of the terms and conditions under which the maturity of the principal installments of this Promissory Note may be accelerated. As more fully set forth in the Agreement, the maturity of the principal installments of this Promissory Note may be accelerated upon an Event of Default as therein defined or upon an event of default under the Bond Ordinance (as defined in the Agreement).

IN WITNESS WHEREOF, the Company has caused this Promissory Note to be duly executed and delivered as of August __, 2010.

MARMION

By _____
President

(SEAL)

ATTEST:

Secretary

ENDORSEMENT

Pay, without recourse, to the order of Wheaton Bank & Trust Company, as assignee under the Assignment and Agreement dated as of August 1, 2010, by and between the undersigned and said assignee.

CITY OF AURORA, KANE, DUPAGE, WILL AND
KENDALL COUNTIES, ILLINOIS

By _____
Mayor

(SEAL)

ATTEST:

City Clerk

SCHEDULE A

PAYMENT	PRINCIPAL AMOUNT	PRINCIPAL BALANCE
		\$10,000,000.00
1	\$34,722.22	9,965,277.78
2	34,722.22	9,930,555.56
3	34,722.22	9,895,833.33
4	34,722.22	9,861,111.11
5	34,722.22	9,826,388.89
6	34,722.22	9,791,666.67
7	34,722.22	9,756,944.44
8	34,722.22	9,722,222.22
9	34,722.22	9,687,500.00
10	34,722.22	9,652,777.78
11	34,722.22	9,618,055.56
12	34,722.22	9,583,333.33
13	34,722.22	9,548,611.11
14	34,722.22	9,513,888.89
15	34,722.22	9,479,166.67
16	34,722.22	9,444,444.44
17	34,722.22	9,409,722.22
18	34,722.22	9,375,000.00
19	34,722.22	9,340,277.78
20	34,722.22	9,305,555.56
21	34,722.22	9,270,833.33
22	34,722.22	9,236,111.11
23	34,722.22	9,201,388.89
24	34,722.22	9,166,666.67
25	34,722.22	9,131,944.44
26	34,722.22	9,097,222.22
27	34,722.22	9,062,500.00
28	34,722.22	9,027,777.78
29	34,722.22	8,993,055.56
30	34,722.22	8,958,333.33
31	34,722.22	8,923,611.11
32	34,722.22	8,888,888.89
33	34,722.22	8,854,166.67
34	34,722.22	8,819,444.44
35	34,722.22	8,784,722.22
36	34,722.22	8,750,000.00
37	34,722.22	8,715,277.78
38	34,722.22	8,680,555.56
39	34,722.22	8,645,833.33

PAYMENT	PRINCIPAL AMOUNT	PRINCIPAL BALANCE
40	\$34,722.22	\$8,611,111.11
41	34,722.22	8,576,388.89
42	34,722.22	8,541,666.67
43	34,722.22	8,506,944.44
44	34,722.22	8,472,222.22
45	34,722.22	8,437,500.00
46	34,722.22	8,402,777.78
47	34,722.22	8,368,055.56
48	34,722.22	8,333,333.33
49	34,722.22	8,298,611.11
50	34,722.22	8,263,888.89
51	34,722.22	8,229,166.67
52	34,722.22	8,194,444.44
53	34,722.22	8,159,722.22
54	34,722.22	8,125,000.00
55	34,722.22	8,090,277.78
56	34,722.22	8,055,555.56
57	34,722.22	8,020,833.33
58	34,722.22	7,986,111.11
59	34,722.22	7,951,388.89
60	34,722.22	7,916,666.67
61	34,722.22	7,881,944.44
62	34,722.22	7,847,222.22
63	34,722.22	7,812,500.00
64	34,722.22	7,777,777.78
65	34,722.22	7,743,055.56
66	34,722.22	7,708,333.33
67	34,722.22	7,673,611.11
68	34,722.22	7,638,888.89
69	34,722.22	7,604,166.67
70	34,722.22	7,569,444.44
71	34,722.22	7,534,722.22
72	34,722.22	7,500,000.00
73	34,722.22	7,465,277.78
74	34,722.22	7,430,555.56
75	34,722.22	7,395,833.33
76	34,722.22	7,361,111.11
77	34,722.22	7,326,388.89
78	34,722.22	7,291,666.67
79	34,722.22	7,256,944.44
80	34,722.22	7,222,222.22
81	34,722.22	7,187,500.00

PAYMENT	PRINCIPAL AMOUNT	PRINCIPAL BALANCE
82	\$34,722.22	\$7,152,777.78
83	34,722.22	7,118,055.56
84	34,722.22	7,083,333.33
85	34,722.22	7,048,611.11
86	34,722.22	7,013,888.89
87	34,722.22	6,979,166.67
88	34,722.22	6,944,444.44
89	34,722.22	6,909,722.22
90	34,722.22	6,875,000.00
91	34,722.22	6,840,277.78
92	34,722.22	6,805,555.56
93	34,722.22	6,770,833.33
94	34,722.22	6,736,111.11
95	34,722.22	6,701,388.89
96	34,722.22	6,666,666.67
97	34,722.22	6,631,944.44
98	34,722.22	6,597,222.22
99	34,722.22	6,562,500.00
100	34,722.22	6,527,777.78
101	34,722.22	6,493,055.56
102	34,722.22	6,458,333.33
103	34,722.22	6,423,611.11
104	34,722.22	6,388,888.89
105	34,722.22	6,354,166.67
106	34,722.22	6,319,444.44
107	34,722.22	6,284,722.22
108	34,722.22	6,250,000.00
109	34,722.22	6,215,277.78
110	34,722.22	6,180,555.56
111	34,722.22	6,145,833.33
112	34,722.22	6,111,111.11
113	34,722.22	6,076,388.89
114	34,722.22	6,041,666.67
115	34,722.22	6,006,944.44
116	34,722.22	5,972,222.22
117	34,722.22	5,937,500.00
118	34,722.22	5,902,777.78
119	34,722.22	5,868,055.56
120	34,722.22	5,833,333.33
121	34,722.22	5,798,611.11
122	34,722.22	5,763,888.89
123	34,722.22	5,729,166.67

PAYMENT	PRINCIPAL AMOUNT	PRINCIPAL BALANCE
124	\$34,722.22	\$5,694,444.44
125	34,722.22	5,659,722.22
126	34,722.22	5,625,000.00
127	34,722.22	5,590,277.78
128	34,722.22	5,555,555.56
129	34,722.22	5,520,833.33
130	34,722.22	5,486,111.11
131	34,722.22	5,451,388.89
132	34,722.22	5,416,666.67
133	34,722.22	5,381,944.44
134	34,722.22	5,347,222.22
135	34,722.22	5,312,500.00
136	34,722.22	5,277,777.78
137	34,722.22	5,243,055.56
138	34,722.22	5,208,333.33
139	34,722.22	5,173,611.11
140	34,722.22	5,138,888.89
141	34,722.22	5,104,166.67
142	34,722.22	5,069,444.44
143	34,722.22	5,034,722.22
144	34,722.22	5,000,000.00
145	34,722.22	4,965,277.78
146	34,722.22	4,930,555.56
147	34,722.22	4,895,833.33
148	34,722.22	4,861,111.11
149	34,722.22	4,826,388.89
150	34,722.22	4,791,666.67
151	34,722.22	4,756,944.44
152	34,722.22	4,722,222.22
153	34,722.22	4,687,500.00
154	34,722.22	4,652,777.78
155	34,722.22	4,618,055.56
156	34,722.22	4,583,333.33
157	34,722.22	4,548,611.11
158	34,722.22	4,513,888.89
159	34,722.22	4,479,166.67
160	34,722.22	4,444,444.44
161	34,722.22	4,409,722.22
162	34,722.22	4,375,000.00
163	34,722.22	4,340,277.78
164	34,722.22	4,305,555.56
165	34,722.22	4,270,833.33

PAYMENT	PRINCIPAL AMOUNT	PRINCIPAL BALANCE
166	\$34,722.22	\$4,236,111.11
167	34,722.22	4,201,388.89
168	34,722.22	4,166,666.67
169	34,722.22	4,131,944.44
170	34,722.22	4,097,222.22
171	34,722.22	4,062,500.00
172	34,722.22	4,027,777.78
173	34,722.22	3,993,055.56
174	34,722.22	3,958,333.33
175	34,722.22	3,923,611.11
176	34,722.22	3,888,888.89
177	34,722.22	3,854,166.67
178	34,722.22	3,819,444.44
179	34,722.22	3,784,722.22
180	34,722.22	3,750,000.00
181	34,722.22	3,715,277.78
182	34,722.22	3,680,555.56
183	34,722.22	3,645,833.33
184	34,722.22	3,611,111.11
185	34,722.22	3,576,388.89
186	34,722.22	3,541,666.67
187	34,722.22	3,506,944.44
188	34,722.22	3,472,222.22
189	34,722.22	3,437,500.00
190	34,722.22	3,402,777.78
191	34,722.22	3,368,055.56
192	34,722.22	3,333,333.33
193	34,722.22	3,298,611.11
194	34,722.22	3,263,888.89
195	34,722.22	3,229,166.67
196	34,722.22	3,194,444.44
197	34,722.22	3,159,722.22
198	34,722.22	3,125,000.00
199	34,722.22	3,090,277.78
200	34,722.22	3,055,555.56
201	34,722.22	3,020,833.33
202	34,722.22	2,986,111.11
203	34,722.22	2,951,388.89
204	34,722.22	2,916,666.67
205	34,722.22	2,881,944.44
206	34,722.22	2,847,222.22
207	34,722.22	2,812,500.00

PAYMENT	PRINCIPAL AMOUNT	PRINCIPAL BALANCE
208	\$34,722.22	\$2,777,777.78
209	34,722.22	2,743,055.56
210	34,722.22	2,708,333.33
211	34,722.22	2,673,611.11
212	34,722.22	2,638,888.89
213	34,722.22	2,604,166.67
214	34,722.22	2,569,444.44
215	34,722.22	2,534,722.22
216	34,722.22	\$,500,000.00
217	34,722.22	2,465,277.78
218	34,722.22	2,430,555.56
219	34,722.22	2,395,833.33
220	34,722.22	2,361,111.11
221	34,722.22	2,326,388.89
222	34,722.22	2,291,666.67
223	34,722.22	2,256,944.44
224	34,722.22	2,222,222.22
225	34,722.22	2,187,500.00
226	34,722.22	2,152,777.78
227	34,722.22	2,118,055.56
228	34,722.22	2,083,333.33
229	34,722.22	2,048,611.11
230	34,722.22	2,013,888.89
231	34,722.22	1,979,166.67
232	34,722.22	1,944,444.44
233	34,722.22	1,909,722.22
234	34,722.22	1,875,000.00
235	34,722.22	1,840,277.78
236	34,722.22	1,805,555.56
237	34,722.22	1,770,833.33
238	34,722.22	1,736,111.11
239	34,722.22	1,701,388.89
240	34,722.22	1,666,666.67
241	34,722.22	1,631,944.44
242	34,722.22	1,597,222.22
243	34,722.22	1,562,500.00
244	34,722.22	1,527,777.78
245	34,722.22	1,493,055.56
246	34,722.22	1,458,333.33
247	34,722.22	1,423,611.11
248	34,722.22	1,388,888.89
249	34,722.22	1,354,166.67

PAYMENT	PRINCIPAL AMOUNT	PRINCIPAL BALANCE
250	\$34,722.22	\$1,319,444.44
251	34,722.22	1,284,722.22
252	34,722.22	1,250,000.00
253	34,722.22	1,215,277.78
254	34,722.22	1,180,555.56
255	34,722.22	1,145,833.33
256	34,722.22	1,111,111.11
257	34,722.22	1,076,388.89
258	34,722.22	1,041,666.67
259	34,722.22	1,006,944.44
260	34,722.22	972,222.22
261	34,722.22	937,500.00
262	34,722.22	902,777.78
263	34,722.22	868,055.56
264	34,722.22	833,333.33
265	34,722.22	798,611.11
266	34,722.22	763,888.89
267	34,722.22	729,166.67
268	34,722.22	694,444.44
269	34,722.22	659,722.22
270	34,722.22	625,000.00
271	34,722.22	590,277.78
272	34,722.22	555,555.56
273	34,722.22	520,833.33
274	34,722.22	486,111.11
275	34,722.22	451,388.89
276	34,722.22	416,666.67
277	34,722.22	381,944.44
278	34,722.22	347,222.22
279	34,722.22	312,500.00
280	34,722.22	277,777.78
281	34,722.22	243,055.56
282	34,722.22	208,333.33
283	34,722.22	173,611.11
284	34,722.22	138,888.89
285	34,722.22	104,166.67
286	34,722.22	69,444.44
287	34,722.22	34,722.22
288	34,722.22	0.00

EXHIBIT C

[RESERVED]

EXHIBIT D

BOND PROCEEDS ADVANCE REQUEST

Wheaton Bank & Trust Company
Wheaton, Illinois

DATE: _____, _____

NUMBER: _____

This Bond Proceeds Advance Request (the "*Request*") is submitted pursuant to the provisions of Section 3.3 of the Loan Agreement dated as of August 1, 2010 (the "*Agreement*") by and between the City of Aurora, Kane, DuPage, Will and Kendall Counties, Illinois (the "*Issuer*"), and Marmion (the "*Company*"), relating to the issuance of the Special Facility Revenue Bond, Series 2010 (Marmion Project) of the Issuer in the principal amount of \$10,000,000. The terms used herein have the same meaning as in the Agreement, except where the context otherwise requires.

The Company hereby requests that on _____, the within-named payee(s) be paid from advances of the purchase price of the Bond, the amount specified in paragraph (c) below. In support of this request, the Company hereby certifies as follows:

(a) The portion of the Project to which the payment relates is described in Schedule A attached to this Request;

(b) The name and address of the payee(s) is (are) _____;

(c) The amount requested to be paid is \$ _____;

(d) The payment requested is due, has been properly incurred, is a proper charge against the proceeds of the Bond and has not been the basis for any previous advance of the proceeds of the Bond;

(e) Each of the items for which the payment is proposed to be made is or was necessary or appropriate in connection with the Project;

(f) After giving effect to this Request, all payments of the Costs of Issuance paid for out of Bond proceeds do not exceed \$200,000;

(g) The amount remaining from the unpaid purchase price of the Bond after the payment hereby requested is made, will, after payment of the amounts hereby requested, be sufficient to pay the cost of completing the portion of the Project to be paid from the proceeds of the Bond;

(h) No Event of Default has occurred and is continuing under the Agreement;
and

(i) No written notice of any lien, right to lien or attachment upon, or claim affecting, the right to receive payment of any of the moneys payable under this Request to any of the persons, firms or corporations named herein has been received, which would result in a breach of the Agreement. If any notice to pay such lien, attachment or claim has been received, such lien, attachment or claim has been or will be released or discharged of record simultaneously by payment, deposit or bond or order of a court of competent jurisdiction or otherwise.

In accordance with the provisions of the Bond Ordinance and the Agreement, the Company has caused this Request to be signed and verified on its behalf by its duly authorized Company representative (the "*Authorized Company Representative*") as of the date written above.

MARMION

By _____
Authorized Company Representative