
FIRST SUPPLEMENTAL INDENTURE OF TRUST

BETWEEN

CITY OF ROCHELLE, OGLE COUNTY, ILLINOIS

AND

FIRST NATIONAL BANK OF OMAHA,

as Trustee

Dated as of August 1, 2012

Supplementing the Indenture of Trust dated as of
August 1, 2009 relating to the \$7,000,000
Hospital Facility Revenue Bonds, Series 2009
(Rochelle Community Hospital Project)

This Instrument was
prepared by and when recorded
return to:

Nancy A. Burke
Linsey Neyt
Chapman and Cutler LLP
111 West Monroe Street
Chicago, Illinois 60603

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THIS FIRST SUPPLEMENTAL INDENTURE OF TRUST made and entered into as of August 1, 2012 (the or this “First Supplemental Indenture”), supplementing and amending the Indenture of Trust dated as of August 1, 2009 (the “Existing Indenture”), between the CITY OF ROCHELLE, OGLE COUNTY, ILLINOIS, a municipality and a municipal corporation duly organized and validly existing under the Constitution and the laws of the State of Illinois (the “Issuer”), and FIRST NATIONAL BANK OF OMAHA, a national banking association (as successor to Castle Bank, N.A., the “Trustee”), duly organized and existing and authorized to accept and execute trusts of the character herein set out under and by virtue of the laws of the State of Illinois, with a designated corporate trust office located 121 West Lincoln Highway, DeKalb, Illinois 60115, and being qualified to accept and administer the trusts hereby created;

WITNESSETH:

WHEREAS, the Issuer is authorized and empowered to issue industrial project revenue bonds by the provisions of The Industrial Project Revenue Bond Act, 65 ILCS 5/11-74-1 et seq., as amended (the “Project Act”), and The Local Government Debt Reform Act, 30 ILCS 350/1 et seq., as amended (the “Debt Reform Act” and, collectively with the Project Act, the “Act”), to finance and refinance, in whole or in part, the cost of acquisition, purchase, construction, reconstruction, improvement, betterment or extension of any “industrial project” (as defined in the Act) of the municipality and to provide for the refunding or advance refunding, in whole or in part, of any outstanding indebtedness previously issued for such purpose; and

WHEREAS, the Issuer has previously issued and sold its Hospital Facility Revenue Bonds, Series 2009 (Rochelle Community Hospital Project), in the original aggregate principal amount of \$7,000,000, of which \$5,950,000 remains outstanding (the “Bonds”), under the terms of the Existing Indenture, and has lent the proceeds of the Bonds to the Rochelle Community Hospital Association (the “Corporation”) to (a) refund and redeem all of the outstanding City of Rochelle, Ogle County, Illinois Hospital Facility Variable Rate Demand Revenue Bonds, Series 2004 (Rochelle Community Hospital Project), and (b) finance, refinance or reimburse the Corporation for all or a portion of the cost of the acquisition, construction, renovation, improvement, furnishing and equipping of certain “industrial projects,” as defined in the Act, and as more fully described in *Exhibit A* of the Loan Agreement dated August 1, 2009 between the Issuer and the Corporation (the “Loan Agreement”); and

WHEREAS, the Bonds were privately placed with five purchasers consisting of (i) First National Bank and Trust Company of Rochelle, (ii) First National Bank of Omaha (as successor to Castle Bank, N.A.), (iii) Stillman BancCorp [N.A.], (iv) Lincoln State Bank and (v) Holcomb State Bank (the “Purchasers”); and

WHEREAS, the Corporation now desires to amend certain terms of the Existing Indenture and the Bonds to provide for a decrease in the current interest rate borne by the Bonds, to extend the “no call” period for the Bonds to August 1, 2019 and make certain related changes; and

WHEREAS, the Issuer and the Purchasers, constituting the owners of 100% of the outstanding Bonds, have consented to such amendments; and

WHEREAS, this First Supplemental Indenture is entered into to accomplish the foregoing purposes;

NOW, THEREFORE, IT IS HEREBY COVENANTED, DECLARED AND AGREED by and between the parties hereto that all the trust estate is to be held and applied, subject to the further covenants, conditions, releases, uses and trusts hereinafter set forth, and the Issuer, for itself and its successors, does hereby covenant and agree to and with the Trustee and its respective successors in said trust, for the benefit of those who shall own the Bonds, or any of them, as follows:

ARTICLE I

DEFINITIONS

Section 101. Definitions. As used in this First Supplemental Indenture, the following words and terms shall have the following meanings, unless the context clearly indicates otherwise:

“*Act*” means, collectively, The Industrial Project Revenue Bond Act, 65 ILCS 5/11-74-1 et seq., as amended, and The Local Government Debt Reform Act, 30 ILCS 350/1 et seq., as amended.

“*Agreement*” or “*Loan Agreement*” means the Loan Agreement dated as of August 1, 2009, between the Issuer and the Corporation, as from time to time supplemented and amended.

“*Bonds*” means the Hospital Facility Revenue Bonds, Series 2009 (Rochelle Community Hospital Project) of the City of Rochelle, Ogle County, Illinois, issued in the original aggregate principal amount of \$7,000,000, and outstanding in the aggregate principal amount of \$5,950,000.

“*Corporation*” means Rochelle Community Hospital Association, a not-for-profit corporation duly organized, validly existing and in good standing under the laws of the State of Illinois, and any surviving, resulting or transferee corporation as permitted by Section 5.2 or 5.3 of the Loan Agreement.

“*Existing Indenture*” means the Trust Indenture dated as of August 1, 2009 between the Issuer and the Trustee.

“*First Supplemental Indenture*” means this First Supplemental Indenture of Trust dated as of August 1, 2012, between the Issuer and the Trustee, supplementing and amending the Existing Indenture.

“*Indenture*” means the Existing Indenture, as supplemented and amended by this First Supplemental Indenture.

“*Trustee*” means First National Bank of Omaha (as successor to Castle Bank, N.A.), as trustee under the Indenture.

All other capitalized terms used in this First Supplemental Indenture and not otherwise defined herein shall have the meaning therefor set forth in the Indenture.

ARTICLE II

AMENDMENTS TO THE EXISTING INDENTURE

Section 201. Amendments to Bond Form. The form of the Bonds set forth in the sixth “WHEREAS clause” of the Existing Indenture is hereby amended to read as follows:

(a) *Amendments to Part I - Definitions.* (i) *Additional Definition.* “Part 1 - Definitions” of the form of Bonds is hereby amended to add the following definition to be inserted in the appropriate alphabetical order:

“*Seven Year Interest Period*’ means the period from August 1, 2012 through and including July 31, 2019.”

(ii) *Amended Definitions.* The definitions of “Fixed Rate,” “Initial Interest Period,” “Interest Period” and “Rate Reset Date” set forth in “Part 1 - Definitions” of the form of Bonds are hereby amended in their entirety to read as follows:

“*Fixed Rate*’ means (a) with respect to the Initial Interest Period, 4.75%, (b) with respect to the Seven Year Interest Period, 3.50% per annum, and (c) with respect to each subsequent Interest Period, the fixed rate of interest established by the Indexing Agent in accordance with the Indenture and as described below.

Initial Interest Period’ means the period from the date of issuance of the Bonds through and including July 31, 2012.

Interest Period’ means the Initial Interest Period, the Seven Year Interest Period and each subsequent five (5) year period of time occurring until the Maturity Date during which the Bonds bear interest at the Fixed Rate. After the Seven Year Interest Period, the subsequent Interest Periods shall consist of the 5-year periods of time (a) commencing on August 1, 2019 and ending on July 31, 2024 and (b) commencing on August 1, 2024 and ending on July 31, 2029.

Rate Reset Date’ means, after the Seven Year Interest Period, the first day of each subsequent Interest Period.”

(b) *Amendment to Part II - Interest Rate Determination.* The first paragraph of “Part II - Interest Rate Determination” of the form of Bonds is hereby amended in its entirety to read as follows:

“The Bonds shall bear interest at the rate of 4.75% per annum during the Initial Interest Period. The Bonds shall bear interest at the rate of 3.50% per annum during the Seven Year Interest Period. After the Seven Year Interest Period, the Bonds will bear interest at a Fixed Rate for a specified Interest Period established as described below. Interest on Bonds during the Initial Interest Period and the Seven Year Interest Period and interest on Bonds bearing interest at a Fixed Rate for any subsequent Interest Period shall be calculated on the basis of a 360-day year consisting of twelve-30 day months.”

Section 202. Amendments to Section 1.1 of the Existing Indenture.

(a) *Additional Definition.* Section 1.1 of the Existing Indenture is hereby amended to add the following definition to be inserted in the appropriate alphabetical order:

“‘*Seven Year Interest Period*’ means the period from August 1, 2012 through and including July 31, 2019.”

(b) *Amended Definitions.* The definitions of “Fixed Rate,” “Initial Interest Period,” “Interest Period” and “Rate Reset Date” are hereby amended in their entirety to read as follows:

“‘*Fixed Rate*’ means (a) with respect to the Initial Interest Period, 4.75% per annum, (b) with respect to the Seven Year Interest Period, 3.50% per annum, and (c) with respect to each subsequent Interest Period, the fixed rate of interest established by the Indexing Agent pursuant to Section 2.2 hereof and as described in the Bond.

‘*Initial Interest Period*’ means the period from the date of issuance of the Bonds, through and including July 31, 2012.

‘*Interest Period*’ means the Initial Interest Period, the Seven Year Interest Period, and, thereafter, each subsequent five (5) year period of time occurring until the Maturity Date during which the Bonds bear interest at a Fixed Rate. After the Seven Year Period, the subsequent Interest Periods shall consist of the 5-year periods of time (a) commencing on August 1, 2019 and ending on July 31, 2024 and (b) commencing on August 1, 2024 and ending on July 31, 2029.

'Rate Reset Date' means, after the Seven Year Interest Period, the first day of each subsequent Interest Period.”

Section 203. Amendment to Section 2.2(b) of the Existing Indenture. The first paragraph of Section 2.2(b) of the Existing Indenture is hereby amended in its entirety to read as follows:

“(b) *Determination of Interest.* The Bonds shall bear interest at the rate of 4.75% per annum during the Initial Interest Period. The Bonds shall bear interest at the rate of 3.50% per annum during the Seven Year Interest Period. After the Seven Year Interest Period, the Bonds will bear interest at a Fixed Rate for a specified Interest Period established as described below. Interest on Bonds during the Initial Interest Period and the Seven Year Interest Period and interest on Bonds bearing interest at a Fixed Rate for any subsequent Interest Period shall be calculated on the basis of a 360-day year consisting of twelve-30 day months.”

Section 204. Amendment to Section 3.1 of the Existing Indenture. Subsection (a) of Section 3.1 of the Existing Indenture is hereby amended in its entirety to read as follows:

“(a) *Optional Redemption.* The Bonds may be redeemed at the option of the Corporation, in whole or in part, on any Business Day on or after August 1, 2019, *pro rata* among Owners of the Bonds at 100% of the principal amount of the Bonds so redeemed, plus accrued interest to the relevant redemption date, if any; *provided, however,* that installments of interest which shall have become due and payable on or prior to such redemption date shall be payable to the Owners of the Bonds being redeemed (or any predecessor Bonds) as of the relevant Record Date. The redemption price will be paid in funds immediately available on the redemption date.”

Section 205. Amendment to Section 9.12 of the Existing Indenture. Subparagraph (a) of Section 9.12 of the Existing Indenture is hereby amended in its entirety to read as follows:

“(a) to compute and set the interest rate on the Bonds for each Interest Period after the Seven Year Interest Rate Period, in accordance with Section 2.2 of this Indenture and the Bonds; and”

ARTICLE III

CONSENTS AND DELIVERY OF NEW BONDS

Section 301. Consent of the Bondholders. This First Supplemental Indenture is being executed and delivered pursuant to Section 10.2 of the Existing Indenture and the consent of 100% of the owners of the Bonds outstanding is required to effect the amendments contained herein. The Trustee hereby certifies that the original Purchasers of the Bonds, consisting of

(i) First National Bank and Trust Company of Rochelle, (ii) First National Bank of Omaha (as successor to Castle Bank, N.A.), (iii) Stillman BancCorp [N.A.], (iv) Lincoln State Bank and (v) Holcomb State Bank, comprise 100% of the owners of the outstanding Bonds. The consent of the Purchasers, which constitutes the consent of 100% of the owners of the outstanding Bonds, to the execution and delivery of this First Supplemental Indenture and to the amendments contained herein have been obtained and are attached to this First Supplemental Indenture.

Section 302. Consent of Corporation. The consent of the Corporation is required pursuant to Section 10.3 of the Existing Indenture and is attached to this First Supplemental Indenture.

Section 303. New Bond Certificates. In order to effect the amendments described herein, new Bond certificates will be executed by the Issuer, authenticated by the Trustee and delivered to the Purchasers in exchange for the existing Bonds held by the Purchasers. The Trustee hereby acknowledges and agrees that the new Bond certificates shall not be delivered to a Purchaser until such Purchaser delivers its existing Bond certificate to the Trustee for cancellation in exchange for such new Bond certificate.

ARTICLE IV

GENERAL PROVISIONS

Section 401. Ratification of Existing Indenture; Privileges and Immunities of Trustee. In all respects not inconsistent with the terms and provisions of this First Supplemental Indenture, the Existing Indenture is hereby ratified, approved and confirmed. In executing and delivering this First Supplemental Indenture, the Trustee shall be entitled to all of the privileges and immunities afforded to the Trustee under the terms and provisions of the Existing Indenture and the First Supplemental Indenture.

Section 402. Governing Law. This First Supplemental Indenture shall be governed exclusively by the applicable laws of the State of Illinois.

Section 403. Immunities of Issuer Employees and Officers. No recourse shall be had for the payment of the principal or redemption price of or interest on any of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement in this First Supplemental Indenture contained against any past, present or future officer, board member, agent or employee of the Issuer, or of any successor public corporation, as such, either directly or through the Issuer or any successor public corporation, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, commissioners, agents or employees as such is hereby expressly waived and released as a condition of and consideration for the execution of this First Supplemental Indenture and the issuance of the Bonds.

Section 404. Severability. If any one or more of the covenants or agreements provided in this First Supplemental Indenture on the part of the parties hereto to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenant or

agreement shall be deemed and construed to be severable from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this First Supplemental Indenture.

Section 405. Counterparts. This First Supplemental Indenture may be executed in several counterparts, all or any part of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the CITY OF ROCHELLE, OGLE COUNTY, ILLINOIS has caused these presents to be signed in its name and on its behalf by its Mayor and its corporate seal to be hereunto affixed and attested by its City Clerk, and to evidence its acceptance of the trusts hereby created, FIRST NATIONAL BANK OF OMAHA (as successor to Castle Bank, N.A.), has caused these presents to be signed in its name and on its behalf by its [Senior Vice President & Senior Trust Officer], its official seal to be hereunto affixed, and the same to be attested by its [Trust Officer], all as of the day and year first above written.

CITY OF ROCHELLE, OGLE COUNTY, ILLINOIS

By _____
Mayor

[SEAL]

ATTEST:

City Clerk

FIRST NATIONAL BANK OF OMAHA, as successor
to Castle Bank, N.A., as trustee

By _____
[Senior Vice President &
Senior Trust Officer]

[SEAL]

ATTEST:

By _____
[Trust Officer]

STATE OF ILLINOIS)
) SS
COUNTY OF OGLE)

I, _____, a Notary Public in and for the said County in the State aforesaid, do hereby certify that Chet Olson and Bruce W. McKinney, personally known to me to be the same persons whose names are, respectively, as the Mayor and the City Clerk of the CITY OF ROCHELLE, OGLE COUNTY, ILLINOIS, an Illinois municipal corporation, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they, being thereunto duly authorized, signed, sealed with the seal of said municipality and delivered the said instrument as the free and voluntary act of said municipality and as their own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this _____ day of _____, 2012.

Notary Public in and for
Ogle County, Illinois

(SEAL)

My Commission expires:

STATE OF ILLINOIS)
) SS
COUNTY OF DEKALB)

I, _____, a Notary Public in and for the said County in the State aforesaid, do hereby certify that [_____] and [_____], personally known to me to be the same persons whose names are as a [_____] and [_____] of FIRST NATIONAL BANK OF OMAHA (AS SUCCESSOR TO CASTLE BANK, N.A.), subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they, being thereunto duly authorized, signed, sealed and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this ____ day of _____, 2012.

Notary Public in and for
DeKalb County, Illinois

(SEAL)

My Commission expires:

CONSENT OF THE CORPORATION

The undersigned, ROCHELLE COMMUNITY HOSPITAL ASSOCIATION, a not-for-profit corporation organized and existing under the laws of the State of Illinois (the "Corporation"), hereby joins in the execution and delivery of the foregoing First Supplemental Indenture of Trust dated as of August 1, 2012 (the "First Supplemental Indenture"), between the City of Rochelle, Ogle County, Illinois and First National Bank of Omaha (as successor to Castle Bank, N.A.), as trustee, for the purpose of evidencing its consent to the execution and delivery of said First Supplemental Indenture and to the amendments contained therein, in accordance with Section 10.3 of the Existing Indenture hereinabove referred to. The Corporation also hereby waives any notice requirements relating to the execution and delivery of the foregoing First Supplemental Indenture and the amendments contained therein.

All capitalized terms used in this Consent and not otherwise defined herein shall have the meaning set forth in the First Supplemental Indenture.

This Consent of the Corporation is dated August 1, 2012.

ROCHELLE COMMUNITY HOSPITAL ASSOCIATION

By _____
Its _____

STATE OF ILLINOIS)
) SS
COUNTY OF OGLE)

I, _____, a Notary Public in and for the said County in the State aforesaid, do hereby certify that [_____] personally known to me to be the same person whose name is the [Vice President for Finance] of Rochelle Community Hospital Association, an Illinois not-for-profit corporation, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that she, being thereunto duly authorized and signed and delivered the said instrument as the free and voluntary act of said corporation and as her own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this _____ day of _____, 2012.

Notary Public in and for
Ogle County, Illinois

(SEAL)

My Commission expires:

CONSENT OF THE BONDHOLDERS

The undersigned, FIRST NATIONAL BANK OF OMAHA (as successor to Castle Bank, N.A.), FIRST NATIONAL BANK OF ROCHELLE, HOLCOMB STATE BANK, STILLMAN BANCCORP [N.A.] and LINCOLN STATE BANK (collectively, the “Purchasers”), constituting the Owners of 100% of the outstanding Bonds as of the date of the execution of the foregoing First Supplemental Indenture of Trust dated as of August 1, 2012 (the “First Supplemental Indenture”), between the City of Rochelle, Ogle County, Illinois and First National Bank of Omaha (as successor to Castle Bank, N.A.), as trustee (the “Trustee”), hereby join in the execution and delivery of the foregoing First Supplemental Indenture for the purpose of evidencing their consent to the execution and delivery of said First Supplemental Indenture and to the amendments contained therein, in accordance with Section 10.2 of the Existing Indenture hereinabove referred to. The Purchasers also hereby waive any notice requirements relating to the execution and delivery of the foregoing First Supplemental Indenture and the amendments contained therein.

Each Purchaser hereby agrees to deliver its Bond to the Trustee for cancellation in exchange for a new Bond reflecting the amendments described in the First Supplemental Indenture.

All capitalized terms used in this Consent and not otherwise defined herein shall have the meaning set forth in the First Supplemental Indenture.

[Signature Page Follows]

This Consent is dated August 1, 2012.

FIRST NATIONAL BANK OF OMAHA (as successor
to Castle Bank, N.A.)

By _____
Its _____

FIRST NATIONAL BANK OF ROCHELLE

By _____
Its _____

HOLCOMB STATE BANK

By _____
Its _____

STILLMAN BANCORP [N.A.]

By _____
Its _____

LINCOLN STATE BANK

By _____
Its _____

STATE OF ILLINOIS)
) SS
COUNTY OF DEKALB)

I, _____, a Notary Public in and for the said County in the State aforesaid, do hereby certify that [_____] personally known to me to be the same person whose name is the [_____] of First National Bank of Omaha (as successor to Castle Bank, N.A.), subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that she/he, being thereunto duly authorized and signed and delivered the said instrument as the free and voluntary act of said corporation and as her/his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this _____ day of _____, 2012.

Notary Public in and for
DeKalb County, Illinois

(SEAL)

My Commission expires:

STATE OF ILLINOIS)
) SS
COUNTY OF [_____])

I, _____, a Notary Public in and for the said County in the State aforesaid, do hereby certify that [_____] personally known to me to be the same person whose name is the [_____] of First National Bank of Rochelle, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that she/he, being thereunto duly authorized and signed and delivered the said instrument as the free and voluntary act of said corporation and as her/his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this _____ day of _____, 2012.

Notary Public in and for
[_____] County, Illinois

(SEAL)

My Commission expires:

STATE OF ILLINOIS)
) SS
COUNTY OF [_____])

I, _____, a Notary Public in and for the said County in the State aforesaid, do hereby certify that [_____] personally known to me to be the same person whose name is the [_____] of Holmes State Bank, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that she/he, being thereunto duly authorized and signed and delivered the said instrument as the free and voluntary act of said corporation and as her/his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this _____ day of _____, 2012.

Notary Public in and for
[_____] County, Illinois

(SEAL)

My Commission expires:

STATE OF ILLINOIS)
) SS
COUNTY OF [_____])

I, _____, a Notary Public in and for the said County in the State aforesaid, do hereby certify that [_____] personally known to me to be the same person whose name is the [_____] of Stillman BancCorp [N.A.], subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that she/he, being thereunto duly authorized and signed and delivered the said instrument as the free and voluntary act of said corporation and as her/his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this _____ day of _____, 2012.

Notary Public in and for
[_____] County, Illinois

(SEAL)

My Commission expires:

STATE OF ILLINOIS)
) SS
COUNTY OF [_____])

I, _____, a Notary Public in and for the said County in the State aforesaid, do hereby certify that [_____] personally known to me to be the same person whose name is the [_____] of Lincoln Bank, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that she/he, being thereunto duly authorized and signed and delivered the said instrument as the free and voluntary act of said corporation and as her/his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this _____ day of _____, 2012.

Notary Public in and for
[_____] County, Illinois

(SEAL)

My Commission expires: