

RESOLUTION 2014-03 Passed: February 24, 2014

AUTHORIZING THE MAYOR OF THE CITY OF DEKALB, ILLINOIS TO EXECUTE A LETTER OF CREDIT/REVOLVING LOAN CONSENT AGREEMENT RELATING TO THE VOLUNTARY ACTION CENTER OF DEKALB COUNTY AND THE FIRST NATIONAL BANK OF OMAHA (CASTLE BANK).

BE IT RESOLVED BY THE CITY COUNCIL of the City of DeKalb, Illinois, as follows:

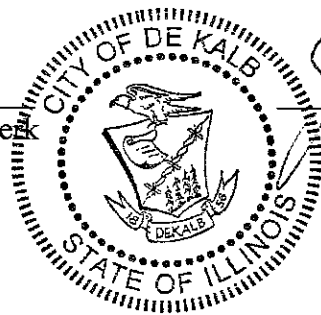
Section 1. That the Mayor of the City of DeKalb be authorized and directed to execute a Letter of Credit/Revolving Loan Consent Agreement relating to the Voluntary Action Center (VAC) of DeKalb County and the First National Bank of Omaha (Castle Bank) to equalize cash flow over the course of VAC's fiscal year to allow it to incur and pay expenditures between large grant program payouts to the City of DeKalb and VAC on a periodic basis, a copy of which is attached hereto and made a part hereof as Exhibit "A," subject to such changes as shall be acceptable to him.

Section 2. That the City Clerk of the City of DeKalb be authorized and directed to attest the Mayor's signature.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois at a regular meeting thereof held on the 24th day of February, 2014 and approved by me as Mayor on the same day. Passed under Consent Agenda with roll call vote of 7-0-1. Aye: Jacobson, Finucane, Lash, Snow, Baker, O'Leary, Rey. Absent: Naylor.

ATTEST:


ELIZABETH E. PEERBOOM, City Clerk




JOHN A. REY, Mayor

CONSENT AND AGREEMENT

THIS AGREEMENT is made and entered into this 6 of February, 2014, by and between the **City of DeKalb**, a Municipal Corporation (hereinafter referred to as "the City"); **Voluntary Action Center** of DeKalb County, an Illinois Not-For-Profit Corporation (hereinafter referred to as "VAC"); and **First National Bank of Omaha**, a National Banking Association (hereinafter referred to as "Lender") WITNESSETH:

WHEREAS, VAC has requested a loan in the amount of \$450,000.00 from the Lender to assist with cash flow and operating expenses which loan would be secured, in part, by payments due the City of DeKalb from the Illinois Department of Transportation pursuant to the terms of a Downstate Transportation Operating Assistance Grant Agreement, Contract number 4339, Grant number OP-13-21-IL (hereinafter referred to as "the Grant"), and

WHEREAS, VAC is a direct beneficiary in the Grant in that VAC provides the services described in the Grant and will, ultimately, receive those funds from the City of DeKalb after the City has received them from the Department of Transportation, and

WHEREAS, VAC is in need of the funds which it will ultimately receive from the Grant (through the City) immediately and it is not anticipated that said funds will be released by the State of Illinois for several weeks, and

WHEREAS, Lender has agreed to lend to VAC money based upon the anticipated receipt of Grant funds in order to provide VAC with cash flow and liquidity needed between the time of this Agreement and the time said funds are paid from the Illinois Department of Transportation to the City and from the City to VAC, and

WHEREAS, VAC has agreed to unconditionally pledge to the Lender all of its right, title and interest to the funds to be received by the City from the Illinois Department of Transportation pursuant to the Grant as collateral security for the loan hereinabove referred to, and

WHEREAS, the City acknowledges VAC's ultimate right to receive the funds (except such amounts as may be necessary to repay the City for the amount it has already advanced to VAC) represented by the Grant and recognizes the need VAC has for the funds to be represented by the loan from the Lender and is willing to cooperate with VAC and the Lender to secure the loan with the Grant proceeds, and

WHEREAS, nothing in this Agreement is intended to impose any obligation whatsoever upon the City to pay the loan hereinabove contemplated with funds other than those that it will ultimately receive pursuant to the Grant.

NOW THEREFORE, in consideration of the mutual and several promises herein made by each of the parties to the other, the parties hereto do freely and voluntarily agree as follows:

1. **TERM.** The term of this Agreement shall commence upon the execution hereof by all of the parties. This Agreement will remain in full force and effect until such time the Grant, hereinabove described, representing collateral for the loan is both received by the City and paid to the Lender and VAC.
2. **LENDER'S NAME ON CHECKS.** The City agrees that it will not pay all or any portion of the Grant proceeds to VAC without either: (a) including the name of the Lender on the check from the City to VAC, or (b) without having received from the Lender, notice, in writing, stating that placing the Lender's name on any check representing any portion of said Grant proceeds is unnecessary.
3. **NOTICE WHEN GRANT RECEIVED.** The City further agrees to notify VAC and the Lender within ten (10) days of its receipt of the Grant proceeds that proceeds have been received.
4. **LENDER HAS SECURITY INTEREST.** The City understands that VAC has pledged, as security, for the loan hereinabove contemplated, its rights to receive those Grant proceeds from the City and that the Lender will have a valid and existing Security Agreement for Grant proceeds under Article 9 of the Uniform Commercial Code as adopted in the State of Illinois, which Security Agreement is superior to any right on the part of the City to hold and fail to deliver to VAC and the Lender all or any portion of said Grant proceeds, except as follows. It is understood by all parties that the City has or may have advanced certain funds to VAC in anticipation of receiving the Grant proceeds and the parties understand that the City will reimburse itself in said amount (without interest) before any amounts are paid over to VAC and the Lender.
5. **FURTHER SECURITY.** To further secure the loan hereinabove contemplated from the Lender to VAC, the City will sign any and all further documentation reasonably necessary to perfect the security interest Lender has now or will have at anytime in the future in the Grant proceeds. The City specifically acknowledges that the money received from the State of Illinois will be encumbered by a Security Interest in favor of the lender and will not pay said funds to VAC without notifying Lender and placing Lender's name on any check made by the City to pay over the funds it receives.
6. **CONSENT.** VAC hereby expressly consents to the terms and conditions of this Agreement including the requirement that the Lender's name be placed on any checks that the City writes to pay over the Grant proceeds to which it is otherwise entitled.

7. **LIMITATION.** Nothing in this Agreement shall be construed in any way, shape or form to create an obligation on the part of the City to pay any portion of the loan from the Lender to VAC - it being understood that the only obligation of the City is to follow the terms and conditions of this Agreement with respect to the payment of the proceeds from the Grant to the Lender to repay the loan as contemplated herein.
8. **NOTICES.** Notices under this Agreement shall be provided as follows:

If to Lender:

First National Bank of Omaha

Attention: David Randa

141 West Lincoln Highway

DeKalb, Illinois 60115

If to VAC:

Voluntary Action Center of DeKalb County

1606 Bethany Road

Sycamore, Illinois 60178

If to City of DeKalb:

City of DeKalb

Attention: Legal Department

200 South 4th Street


DeKalb, Illinois 60115

1. **TRIPPLICATE EXECUTION.** This Agreement will be executed in triplicate, each of which shall be deemed an original.
2. **ENTIRE AGREEMENT.** This Agreement shall be deemed the entire Agreement between the parties and may not be amended other than by written agreement signed by all parties hereto.
3. **CHOICE OF LAWS.** This Agreement shall be construed in accordance with all of the laws of the State of Illinois.

4. PROHIBITED INTERESTS. No member, officer, or employee of the City of DeKalb shall have, during his or her tenure, or for one year thereafter, any interest, direct or indirect, in this contract or the proceeds thereunder.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and seals the day and year first above written.

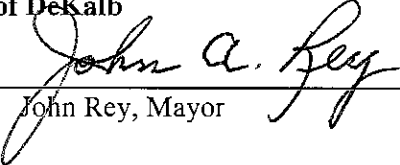
First National Bank of Omaha

By: 
David Randa

Voluntary Action Center of DeKalb County

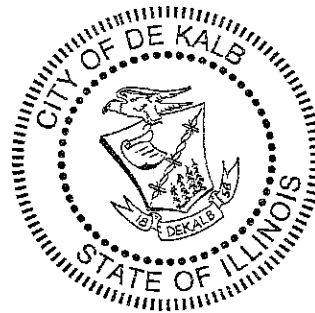
By: 
Tom Zucker, Executive Director

City of DeKalb

By: 
John Rey, Mayor

ATTEST:

By: 
Elizabeth E. Peerboom, City Clerk





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COPY

1 First National Bank

DISBURSEMENT REQUEST AND AUTHORIZATION

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$450,000.00	02-08-2013	02-06-2014	20061501	4A1 / BA		20378	

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations.

Borrower: Voluntary Action Center of DeKalb County
1606 Bethany Rd,
Sycamore, IL 60178

Lender: First National Bank of Omaha
Branch #020
141 W. Lincoln Hwy
DeKalb, IL 60115

LOAN TYPE. This is a Variable Rate Nondisclosable Revolving Line of Credit Loan to a Corporation for \$450,000.00 due on February 6, 2014.

PRIMARY PURPOSE OF LOAN. The primary purpose of this loan is for:

- Personal, Family, or Household Purposes or Personal Investment.
- Business.

SPECIFIC PURPOSE. The specific purpose of this loan is: Business working capital line of credit.

DISBURSEMENT INSTRUCTIONS. Borrower understands that no loan proceeds will be disbursed until all of Lender's conditions for making the loan have been satisfied. Please disburse the loan proceeds of \$450,000.00 as follows:

Undisbursed Funds:	\$100,000.00
Amount paid on Borrower's account: \$350,000.00 Payment on Loan # 20037601	\$350,000.00
<hr/>	
Note Principal:	\$450,000.00

CHARGES PAID IN CASH. Borrower has paid or will pay in cash as agreed the following charges:

Prepaid Finance Charges Paid in Cash: \$2,250.00 Loan Fee	\$2,250.00
Other Charges Paid in Cash: \$1,596.52 Interest due current - Loan # 20037501	\$1,596.52
<hr/>	
Total Charges Paid in Cash:	\$3,846.52

AUTOMATIC PAYMENTS. Borrower hereby authorizes Lender automatically to deduct from Borrower's Demand Deposit - Checking account, numbered 192945, the amount of any loan payment. If the funds in the account are insufficient to cover any payment, Lender shall not be obligated to advance funds to cover the payment. At any time and for any reason, Borrower or Lender may voluntarily terminate Automatic Payments.

FINANCIAL CONDITION. BY SIGNING THIS AUTHORIZATION, BORROWER REPRESENTS AND WARRANTS TO LENDER THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND CORRECT AND THAT THERE HAS BEEN NO MATERIAL ADVERSE CHANGE IN BORROWER'S FINANCIAL CONDITION AS DISCLOSED IN BORROWER'S MOST RECENT FINANCIAL STATEMENT TO LENDER. THIS AUTHORIZATION IS DATED FEBRUARY 6, 2013.

BORROWER:

VOLUNTARY ACTION CENTER OF DEKALB COUNTY

By: Thomas F. Zucker
Thomas F. Zucker, Executive Director of Voluntary
Action Center of DeKalb County

By: Jerry Maring
Jerry Maring, President of Voluntary Action Center
of DeKalb County



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PROMISSORY NOTE

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$450,000.00	02-06-2013	02-06-2014	20061501	4A1 / BA		20378	

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing ***** has been omitted due to text length limitations.

Borrower: Voluntary Action Center of DeKalb County
1606 Bethany Rd.
Sycamore, IL 60178

Lender: First National Bank of Omaha
Branch #020
141 W. Lincoln Hwy
DeKalb, IL 60115

Principal Amount: \$450,000.00

Date of Note: February 6, 2013

PROMISE TO PAY. Voluntary Action Center of DeKalb County ("Borrower") promises to pay to First National Bank of Omaha ("Lender"), or order, in lawful money of the United States of America, the principal amount of Four Hundred Fifty Thousand & 00/100 Dollars (\$450,000.00) or so much as may be outstanding, together with interest on the unpaid outstanding principal balance of each advance. Interest shall be calculated from the date of each advance until repayment of each advance.

PAYMENT. Borrower will pay this loan in one payment of all outstanding principal plus all accrued unpaid interest on February 6, 2014. In addition, Borrower will pay regular monthly payments of all accrued unpaid interest due as of each payment date, beginning March 15, 2013, with all subsequent interest payments to be due on the same day of each month after that. Unless otherwise agreed or required by applicable law, payments will be applied to any accrued unpaid interest; then to principal; then to all other charges. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

VARIABLE INTEREST RATE. The interest rate on this Note is subject to change from time to time based on changes in an independent index which is the U.S. Prime Rate as published by the Wall Street Journal, currently determined by the base rate on corporate loans posted by at least 70% of the nation's 10 largest banks (the "Index"). The Index is not necessarily the lowest rate charged by Lender on its loans. If the Index becomes unavailable during the term of this loan, Lender may designate a substitute index after notifying Borrower. Lender will tell Borrower the current Index rate upon Borrower's request. The interest rate change will not occur more often than each day. Borrower understands that Lender may make loans based on other rates as well. The Index currently is 3.250% per annum. Interest on the unpaid principal balance of this Note will be calculated as described in the "INTEREST CALCULATION METHOD" paragraph using a rate of 1.750 percentage points over the Index, adjusted if necessary for any minimum and maximum rate limitations described below, resulting in an initial rate of 5.000% per annum based on a year of 360 days. NOTICE: Under no circumstances will the interest rate on this Note be less than 5.000% per annum or more than the maximum rate allowed by applicable law.

INTEREST CALCULATION METHOD. Interest on this Note is computed on a 365/360 basis; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this Note is computed using this method.

PREPAYMENT. Borrower agrees that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by law. Except for the foregoing, Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments of accrued unpaid interest. Rather, early payments will reduce the principal balance due. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: First National Bank of Omaha, Branch #020, 141 W. Lincoln Hwy, DeKalb, IL 60115.

LATE CHARGE. If a payment is 10 days or more late, Borrower will be charged 3.000% of the regularly scheduled payment or \$25.00, whichever is greater.

INTEREST AFTER DEFAULT. Upon default, at Lender's option, and if permitted by applicable law, Lender may add any unpaid accrued interest to principal and such sum will bear interest therefrom until paid at the rate provided in this Note (including any increased rate). Upon default, the interest rate on this Note shall be increased by adding an additional 5.000 percentage point margin ("Default Rate Margin"). The Default Rate Margin shall also apply to each succeeding interest rate change that would have applied had there been no default. However, in no event will the interest rate exceed the maximum interest rate limitations under applicable law.

DEFAULT. Each of the following shall constitute an event of default ("Event of Default") under this Note:

Payment Default. Borrower fails to make any payment when due under this Note.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

Default in Favor of Third Parties. Borrower or any Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or Borrower's ability to repay this Note or perform Borrower's obligations under this Note or any of the related documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf, or made by Guarantor, or any other guarantor, endorser, surety, or accommodation party, under this Note or the related documents in connection with the obtaining of the loan evidenced by this Note or any security document directly or indirectly securing repayment of this Note is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Insolvency. The dissolution or termination of Borrower's existence as a going business, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Execution; Attachment. Any execution or attachment is levied against the Collateral, and such execution or attachment is not set aside, discharged or stayed within thirty (30) days after the same is levied.

Change in Zoning or Public Restriction. Any change in any zoning ordinance or regulation or any other public restriction is enacted, adopted or implemented, that limits or defines the uses which may be made of the Collateral such that the present or intended use of the Collateral, as specified in the related documents, would be in violation of such zoning ordinance or regulation or public restriction, as changed.

Default Under Other Lien Documents. A default occurs under any other mortgage, deed of trust or security agreement covering all or any portion of the Collateral.

Judgment. Unless adequately covered by insurance in the opinion of Lender, the entry of a final judgment for the payment of money involving more than ten thousand dollars (\$10,000.00) against Borrower and the failure by Borrower to discharge the same, or cause it to be discharged, or bonded off to Lender's satisfaction, within thirty (30) days from the date of the order, decree or process under which or pursuant to which such judgment was entered.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor, or any other guarantor, endorser, surety,

**PROMISSORY NOTE
(Continued)**

Loan No: 20061501

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or accommodation party of any of the indebtedness or any Guarantor, or any other guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note.

Change in Ownership. Any change in ownership of twenty-five percent (25%) or more of the common stock of Borrower.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of this Note is impaired.

Insecurity. Lender in good faith believes itself insecure.

LENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance under this Note and all accrued unpaid interest immediately due, and then Borrower will pay that amount.

ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees, expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

JURY WAIVER. Lender and Borrower hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other.

GOVERNING LAW. This Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Illinois without regard to its conflicts of law provisions. This Note has been accepted by Lender in the State of Illinois.

CHOICE OF VENUE. If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of DeKalb County, State of Illinois.

CONFESSION OF JUDGMENT. Borrower hereby irrevocably authorizes and empowers any attorney-at-law to appear in any court of record and to confess judgment against Borrower for the unpaid amount of this Note as evidenced by an affidavit signed by an officer of Lender setting forth the amount then due, attorneys' fees plus costs of suit, and to release all errors, and waive all rights of appeal. If a copy of this Note, verified by an affidavit, shall have been filed in the proceeding, it will not be necessary to file the original as a warrant of attorney. Borrower waives the right to any stay of execution and the benefit of all exemption laws now or hereafter in effect. No single exercise of the foregoing warrant and power to confess judgment will be deemed to exhaust the power, whether or not any such exercise shall be held by any court to be invalid, voidable, or void; but the power will continue undiminished and may be exercised from time to time as Lender may elect until all amounts owing on this Note have been paid in full. Borrower hereby waives and releases any and all claims or causes of action which Borrower might have against any attorney acting under the terms of authority which Borrower has granted herein arising out of or connected with the confession of judgment hereunder.

DISHONORED ITEM FEE. Borrower will pay a fee to Lender of \$30.00 if Borrower makes a payment on Borrower's loan and the check or preauthorized charge with which Borrower pays is later dishonored.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

COLLATERAL. Borrower acknowledges this Note is secured by a Consent and Agreement dated February 6, 2013, a Commercial Security Agreement dated March 10, 2011, and any and all other security agreements or documents and any and all other collateral agreements or documents associated with this Loan or Note whether now existing or hereafter arising.

LINE OF CREDIT. This Note evidences a revolving line of credit. Advances under this Note may be requested either orally or in writing by Borrower or as provided in this paragraph. Lender may, but need not, require that all oral requests be confirmed in writing. All communications, instructions, or directions by telephone or otherwise to Lender are to be directed to Lender's office shown above. Borrower agrees to be liable for all sums either: (A) advanced in accordance with the instructions of an authorized person or (B) credited to any of Borrower's accounts with Lender. The unpaid principal balance owing on this Note at any time may be evidenced by endorsements on this Note or by Lender's internal records, including daily computer print-outs. Lender will have no obligation to advance funds under this Note if: (A) Borrower or any guarantor is in default under the terms of this Note or any agreement that Borrower or any guarantor has with Lender, including any agreement made in connection with the signing of this Note; (B) Borrower or any guarantor ceases doing business or is insolvent; (C) any guarantor seeks, claims or otherwise attempts to limit, modify or revoke such guarantor's guarantee of this Note or any other loan with Lender; (D) Borrower has applied funds provided pursuant to this Note for purposes other than those authorized by Lender; or (E) Lender in good faith believes itself insecure.

FINANCIAL STATEMENTS. Borrower agrees to provide Lender with such financial statements and other related information at such frequencies and in such detail as Lender may reasonably request.

ERRORS AND OMISSIONS. Borrower agrees, if requested by Lender, to fully cooperate in the correction, if necessary, in the reasonable discretion of Lender of any and all loan closing documents so that all documents accurately describe the loan between Lender and Borrower. Borrower agrees to assume all costs including by way of illustration and not limitation, actual expenses, legal fees and marketing losses for failing to reasonably comply with Lender requests within thirty (30) days.

U.S.A. PATRIOT ACT. To help the government fight the funding of terrorism and money laundering activities, the USA PATRIOT Act requires all banks to obtain and verify the identity of each person or business that opens an account. When Borrower opens an account Lender will ask Borrower for information that will allow Lender to properly identify Borrower and Lender will verify that information. If Lender cannot properly verify identity within 30 calendar days, Lender reserves the right to deem all of the balance and accrued interest due and payable immediately.

CONSENT TO PARTICIPATION. Borrower agrees and consents to Lender's sale or transfer, whether now or later, or one or more participation interest in this loan to one or more purchasers, whether related or unrelated to Lender. Lender may provide, without any limitation whatsoever, to any one or more purchasers, or potential purchasers, any information or knowledge Lender may have about Borrower or about any other matter relating to the Loan, and Borrower hereby waives any rights to privacy it may have with respect to such matters. Borrower additionally waives any and all notices of sale of participation interest, as well as all notices of any repurchase of such participation interests. Borrower also agrees that the purchasers of any such participation interest will be considered as the absolute owners of such interests in the Loan and will have all the rights granted under the participation agreement or agreements governing the sale of such participation interests. Borrower further waives all rights of offset or counterclaim that it may have now or later against Lender or against any purchaser of such a participation interest and unconditionally agrees that either Lender or such purchaser may enforce Borrower's obligation under the Loan irrespective of the failure or insolvency of any holder of any interest in the Loan. Borrower further agrees that the purchaser of any such participation interests may enforce its interest irrespective of any personal claims or defenses that Borrower may have against Lender.

PRIOR NOTE. 20037501.

SUCCESSOR INTERESTS. The terms of this Note shall be binding upon Borrower, and upon Borrower's heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

GENERAL PROVISIONS. If any part of this Note cannot be enforced, this fact will not affect the rest of the Note. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several.

ILLINOIS INSURANCE NOTICE. Unless Borrower provides Lender with evidence of the insurance coverage required by Borrower's agreement with Lender, Lender may purchase insurance at Borrower's expense to protect Lender's interests in the collateral. This insurance may, but need not, protect Borrower's interests. The coverage that Lender purchases may not pay any claim that Borrower makes or any claim that is made against Borrower in connection with the collateral. Borrower may later cancel any insurance purchased by Lender, but only after providing Lender with evidence that Borrower has obtained insurance as required by their agreement. If Lender purchases insurance for the collateral, Borrower will be responsible for the costs of that insurance, including interest and any other charges Lender may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added

PROMISSORY NOTE
(Continued)

Loan No: 20061501

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to Borrower's total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance Borrower may be able to obtain on Borrower's own.

PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE, INCLUDING THE VARIABLE INTEREST RATE PROVISIONS. BORROWER AGREES TO THE TERMS OF THE NOTE.

BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

BORROWER:

VOLUNTARY ACTION CENTER OF DEKALB COUNTY

By: Thomas F. Zucker
Thomas F. Zucker, Executive Director of Voluntary
Action Center of DeKalb County

By: Jerry Maring
Jerry Maring, President of Voluntary Action Center
of DeKalb County

LENDER:

FIRST NATIONAL BANK OF OMAHA

X David Randa
David Randa, Vice President