

**PAYING AGENT AND DEPOSITARY AGREEMENT**

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Between the

**COUNTY OF UNION, ILLINOIS,**

as Issuer,

and

**THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,**

as Paying Agent and Depositary

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Dated as of September 1, 2010

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## PAYING AGENT AND DEPOSITARY AGREEMENT

**THIS PAYING AGENT AND DEPOSITARY AGREEMENT** is made and entered into as of September 1, 2010 (this "**Agreement**") by and between The Bank of New York Mellon Trust Company, N.A., St. Louis, Missouri, and the County of Union, Illinois.

In the joint and mutual exercise of their powers, and in consideration of the mutual covenants and agreements herein contained, the parties hereto recite and agree as follows:

### ARTICLE I

#### RECITALS

**Section 1.01.** The Issuer on September 7, 2010 adopted Ordinance No. 2010-20 and executed a Bond Order dated September 20, 2010 (collectively, the "**Bond Ordinance**") authorizing the issuance of the \$1,070,000 Taxable General Obligation Bonds (Alternate Revenue Source), Series 2010A (Recovery Zone Economic Development Bonds (Direct Payment)) (the "2010A Bonds"), the \$12,635,000 Taxable General Obligation Bonds (Alternate Revenue Source), Series 2010B (Build America Bonds (Direct Payment)) (the "2010B Bonds"), and the \$725,000 Taxable General Obligation Bonds (Alternate Revenue Source), Series 2010C (the "2010C Bonds" and together with the 2010A Bonds and the 2010B Bonds, the "**Bonds**"). This Agreement is not intended to alter or change the rights and obligations of the Issuer under the Bond Ordinance, but is entirely supplemental thereto.

**Section 1.02.** Terms capitalized in this Agreement but not defined herein shall have the meanings given to them in the Bond Ordinance.

**Section 1.03.** Pursuant to this Agreement, Issuer is to engage and appoint Paying Agent as paying agent, depositary and bond registrar. The Paying Agent is to receive and pay to the proper recipients certain moneys paid to Paying Agent by or on behalf of the Issuer. Additionally, Paying Agent is being employed to hold and disburse arbitrage rebate and yield reduction payments in connection with the Bonds.

**Section 1.04.** Each of the parties hereto has authority to enter into this Agreement and has taken all actions necessary to authorize the execution of this Agreement by the officers whose signatures are affixed hereto.

### ARTICLE II

#### COVENANTS

**Section 2.01.** Paying Agent agrees that it shall serve as paying agent, bond registrar and depositary in connection with the payments by the Issuer: (i) to fund the County's Revenue Fund to be held at the Paying Agent; and (ii) to pay the principal and interest on the Bonds under the Bond Ordinance. Commencing September 1, 2010, and on the first business day of every month thereafter, up to and including the final maturity of the Bonds, there shall be deposited, into the County's Revenue Fund, an amount equal to the monthly receipt of the (i) 1% County-wide Sales Tax approved via referendum on February 2, 2010 (the "1% County-wide Sales Tax"), and (ii)

share of the County's Sales Taxes other than public safety sales taxes (collectively, with the 1% County-wide Sales Tax, the "Escrowed Pledged Revenues"). There shall be transferred to the County's Bond Fund a fractional amount (not less than 1/6) of the interest becoming due on the next succeeding interest payment date on all Outstanding Bonds (net of any Internal Revenue Service payments anticipated to be made with respect to such interest payment) and also a fractional amount (not less than 1/12) of the principal becoming due (or subject to mandatory redemption) on the next succeeding principal maturity date of all of the Outstanding Bonds (collectively, the "Monthly Escrow Requirement"). Escrowed Pledged Revenues in excess of the amount necessary to satisfy the Monthly Escrow Requirement shall be transferred to the County to be used for general County purposes, provided that any excess amounts received attributable to the 1% County-wide sales tax shall be transferred to the "Facility Sales Tax Account" created pursuant to Section 7.02 hereof and shall be retained throughout the life of the Bonds for the purposes of covering any future shortfall in satisfying the Monthly Escrow Requirement and payment of interest and principal on the Bonds prior to the utilization of Pledged Revenues (other than the 1% County-wide sales tax).

In computing the fractional amount to be deposited each month in appropriate accounts of the Bond Fund, the fraction shall be so computed that a sufficient amount of Pledged Revenues or other funds legally available of the County will be set aside in such account of the Bond Fund and will be available for the prompt payment of such principal of and interest on all Outstanding Bonds of each series and shall be not less than one-sixth (1/6) of the interest becoming due on the next succeeding interest payment date and not less than one-twelfth (1/12) of the principal becoming due (or subject to mandatory redemption) on the next succeeding principal payment date on all Outstanding Bonds of each series until there is sufficient money in Bond Fund to pay such principal or interest, or both. The Paying Agent shall create three accounts of the Bond Fund: (i) Series 2010A Bond Fund Account; (ii) Series 2010B Bond Fund Account; and (iii) the Series 2010 C Bond Fund Account.

Credits into such Bond Fund may be suspended in any Bond Year at such time as there shall be sufficient sum held in cash and investments in such Account to meet principal and interest requirements on all Outstanding Bonds for the balance of such Bond Year, but such credits shall again be resumed at the beginning of the next Bond Year. "Bond Year" means the period from January 1 to and including December 31 of each year. All moneys in such Bond Fund shall be used only for the purpose of paying interest and principal and applicable premium on Outstanding Bonds. Such deposit shall be of an amount sufficient to pay principal and interest on all Outstanding Bonds and to fully abate the Pledged Taxes for the annual debt service period covered by such Pledged Taxes (such amounts constituting the "**Monthly Deposits**"). All Monthly Deposits payable by Issuer to Paying Agent hereunder are to be paid in immediately available funds. In connection with any prepayment/optional redemption of Bonds pursuant to the Bond Ordinance, Issuer shall pay to Paying Agent the applicable redemption or prepayment amount on the Business Day next preceding the date set for such prepayment to be applied as provided in the Section 16 of the Bond Ordinance (the "**Prepayment Amount**"). *Provided, however,* notwithstanding anything herein to the contrary, Paying Agent shall only be responsible for making Debt Service Payments and Prepayment Amounts and other applicable payment amounts from amounts paid by Issuer, as provided in the Bond Ordinance. The Paying Agent shall have no independent obligation to make any such payments. If Paying Agent fails to receive from Issuer any Monthly Deposit on or before one Business Day prior to the due date

thereof, Paying Agent shall provide Issuer with notice of such failure. Notwithstanding the obligations of Paying Agent hereunder, Issuer shall not be relieved of its obligation (i) to timely abate Pledged Taxes; (ii) to make the Monthly Deposits hereunder, (iii) to make Debt Service Payments or to prepay/redeem the Bonds, pursuant to the terms of the Bond Ordinance.

**Section 2.02.** In connection with Section 2.01 the Paying Agent shall have custody of the Revenue Fund and the Bond Fund created under the Bond Ordinance and this Agreement.

**Section 2.03.** Paying Agent hereby accepts and agrees to perform all duties as directed by this Agreement.

Not later than 60 days after each January 1 and July 1, commencing with January, 2011, Paying Agent will prepare and file with Issuer a report setting forth, with respect to (i) the preceding 6 months (or, in the case of the January, 2011 report, the period from the date of issuance of the Bonds to January, 2011), and (ii) when available, the comparable period in the preceding year (other than the period from the date of issuance of the Bonds to January, 2011), (A) amounts withdrawn from and deposited in each account in Section 2.02 relating to the Bonds hereunder, (B) the balance on deposit in each such fund or account relating to the Bonds at the end of each period for which such statement is prepared, (C) a brief description of all obligations held as investments in each such fund or account relating to the Bonds, (D) the amount applied to the redemption of the Bonds, a description of the Bonds or portions of Bonds so redeemed, and an accounting of the Bonds that remain outstanding and (E) any other information that Issuer may reasonably request or that Paying Agent may from time to time deem appropriate.

### ARTICLE III

#### MONEYS HELD BY PAYING AGENT

The moneys held by Paying Agent under this Agreement are irrevocably held in trust for the benefit of Issuer, and such moneys shall be invested as directed by the County in writing in Investments of funds maintained in Demand deposits, including interest bearing money market accounts, time deposits, trust funds, trust accounts, overnight bank deposits, interest-bearing deposits, and certificates of deposit or bankers acceptances of depository institutions, including the Paying Agent or any of its affiliates, rated in the AA long-term ratings category or higher by S&P or Moody's or which are fully FDIC-insured or any investments directed by the Issuer permitted in accordance with the Bond Ordinance and applicable Illinois law by Paying Agent but shall be expended only as provided in this Agreement, and shall not be subject to levy or attachment or lien by or for the benefit of any creditor of the Issuer. Paying Agent hereby accepts appointment as paying agent and agrees to establish and maintain the moneys held under this Agreement in the accounts in Section 2.02. All parties intend that the Revenue Fund and Bond Fund (collectively, the "**Accounts**") each is a "**deposit account**" within the meaning of Article 9 of the Uniform Commercial Code of the State of Illinois (the "**UCC**"). Paying Agent has not and will not agree with any third party to comply with instructions or other directions concerning the Accounts or the disposition of funds in the Accounts originated by such third party without the prior written consent of Issuer. Paying Agent will comply with instructions originated by Issuer directing disposition of the funds in the Accounts or any other matters relating to the Accounts. Except as provided in Section 2.01 hereof, Paying Agent will not

permit the withdrawal or other disposition of any funds in the Accounts without Issuer's prior consent. After the Bonds are paid in full, any amounts remaining on deposit in the Accounts and not refunded for the debt service payments on Bonds shall be returned to Issuer.

#### ARTICLE IV

#### PAYING AGENT'S AUTHORITY; INDEMNIFICATION

**Section 4.01.** Paying Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine, may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instructions in connection with the provisions hereof has been duly authorized to do so. Paying Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner and execution, or validity of any instrument deposited with it, nor as to the identity, authority or right of any person executing the same; and its duties hereunder shall be limited to those specifically provided herein.

**Section 4.02.** To the extent lawful, Issuer hereby agrees to indemnify Paying Agent and hold it harmless from any and all claims, liabilities, losses, actions, suits or proceedings at law or in equity, or any other expense, fees or charges of any character or nature, which it may incur or with which it may be threatened by reason of its acting as Paying Agent under this Agreement; and in connection therewith, to indemnify Paying Agent against any and all expenses, including reasonable attorneys' fees and the cost of defending any action, suit or proceeding or resisting any claim. Paying Agent shall be vested with a lien on all property deposited hereunder for indemnification, for reasonable attorneys' fees, court costs, for any suit, interpleader or otherwise, or any other expenses, fees or charges of any character or nature, which may be incurred by Paying Agent by reason of disputes arising as to the correct interpretation of the Bond Ordinance or this Agreement and instructions given to Paying Agent hereunder, or otherwise, with the right of Paying Agent, regardless of the instructions aforesaid, to hold the said property until and unless such additional expenses, fees and charges shall be fully paid; *provided, however*, that Issuer shall not be obligated to indemnify Paying Agent for any Losses that are finally determined to have been primarily caused by the gross negligence or willful misconduct of Paying Agent. The obligations of Issuer under this Section 4.02 shall survive the termination of this Agreement or the resignation or removal of the Paying Agent.

**Section 4.03.** If Issuer or Paying Agent shall be in disagreement about the interpretation of the Bond Ordinance or this Agreement, or about the rights and obligations, or the propriety of any action contemplated by Paying Agent hereunder, Paying Agent may, but shall not be required to, file an appropriate civil action to resolve the disagreement. Paying Agent shall be indemnified by Issuer for all costs, including reasonable attorneys' fees, in connection with such civil action, and shall be fully protected in suspending all or part of its activities under this Agreement until a final judgment in such action is received.

## ARTICLE V

### PAYING AGENT'S COMPENSATION

Issuer hereby agrees to pay Paying Agent as compensation for the services to be rendered hereunder the amounts set forth in Exhibit A hereto, and will pay and/or reimburse Paying Agent upon request for all expenses, disbursements and advances, including reasonable attorneys' fees, incurred or made by it in connection with carrying out its duties hereunder. Paying Agent's first annual fee shall be payable upon execution of this Agreement, and all of Paying Agent's subsequent annual fees shall be payable on June 30 of each year (or portion thereof) that this Agreement is in effect.

## ARTICLE VI

### CHANGE OF PAYING AGENT

**Section 6.01.** (a) Paying Agent or any successor may at any time resign and be discharged of the duties and obligations of the function of Paying Agent, by giving at least 60 days' written notice to Issuer, and may be removed from such functions at any time by notice of removal executed by Issuer. The notice of removal shall specify the date on which such removal shall take effect and the name and address of the successor Paying Agent, and shall be transmitted to Paying Agent being removed within a reasonable time prior to the effective date thereof; *provided, however*, that no resignation or removal of a Paying Agent shall become effective until a successor Paying Agent has been appointed pursuant to this Agreement.

(b) Upon receiving notice of the resignation of Paying Agent, Issuer shall promptly appoint a successor Paying Agent, which successor Paying Agent. Any appointment of a successor Paying Agent shall become effective upon acceptance of appointment by the successor Paying Agent. If no successor Paying Agent shall have been so appointed and have accepted appointment within 30 days after the notice of resignation, the resigning Paying Agent may petition any court of competent jurisdiction for the appointment of a successor Paying Agent, which court may thereupon, after such notice as it may deem appropriate, appoint a successor Paying Agent.

(c) In the event of a change in Paying Agent, the predecessor Paying Agent shall cease to be depository of any funds hereunder in connection with its role as such Paying Agent, and the successor Paying Agent shall become such depository; *provided, however*, that before any such delivery is required to be made, all fees, advances and expenses of the retiring or removed Paying Agent shall be fully paid by Issuer. Every predecessor Paying Agent shall deliver to its successor Paying Agent all records, documents and instruments relating to its duties as such Paying Agent.

(d) Any successor Paying Agent appointed under the provisions hereof shall be a bank, trust company or national banking association having Federal Deposit Insurance Corporation insurance of its accounts, duly authorized to exercise corporate trust powers and subject to examination by and in good standing with the federal and/or state regulatory authorities under the jurisdiction of which it is subject and shall be acceptable to Issuer.

(e) Every successor Paying Agent appointed hereunder shall execute, acknowledge and deliver to its predecessor Paying Agent and to Issuer an instrument in writing accepting such appointment hereunder, and thereupon such successor Paying Agent, without any further act, shall become fully vested with all the rights, immunities and powers, and subject to all the duties and obligations, of its predecessor.

(f) Should any transfer, assignment or instrument in writing be required by any successor Paying Agent from Issuer or more fully and certainly vest in such successor Paying Agent the estates, rights, powers and duties hereby vested or intended to be vested in the predecessor Paying Agent, any such transfer, assignment and written instrument shall, upon request, be executed, acknowledged and delivered by Issuer,

(g) All duties and obligations imposed hereby on Paying Agent or successor Paying Agent shall terminate upon the accomplishment of all duties, obligations and responsibilities imposed by law or required to be performed by this Agreement.

**Section 6.02.** Any corporation or association into which Paying Agent may be converted or merged, or with which it may be consolidated or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, shall be and become successor Paying Agent hereunder and vested with all the powers, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of Issuer or the successor Paying Agent, anything herein to the contrary notwithstanding, provided only that such successor Paying Agent shall be satisfactory to Issuer and eligible under the provisions of Section 6.01(d) hereof.

**Section 6.03.** Paying Agent may appoint an agent to exercise any of the powers, rights or remedies granted to Paying Agent under this Agreement or to take any other action which may be desirable or necessary.

## ARTICLE VII

### ADMINISTRATIVE PROVISIONS

**Section 7.01.** There is hereby created by Issuer and ordered maintained as a separate deposit account in the custody of Paying Agent so long as any Bonds is outstanding and is subject to a requirement of the Code in applicable regulations that arbitrage profits be rebated to or yield reduction payments payable to the United States of America, a fund to be designated the "Rebate Account" (the "**Rebate Account**"). ~~The Rebate Account shall be administered in accordance with the terms and provisions of this Section 7.01 and the Bond Ordinance. Except as provided herein and in the Bond Ordinance, neither Issuer nor Paying Agent shall have any rights in or claim to moneys on deposit in the Rebate Account.~~

(a) Paying Agent (i) shall receive deposits and make disbursements from the Rebate Account in accordance with the rebate instructions provided to Paying Agent in writing by a rebate analyst engaged by the issuer (the "**rebate analyst**"), (ii) shall invest the amounts held in

the Rebate Account in investments in accordance with the Bond Ordinance and applicable Illinois law in accordance with the written instructions of Issuer, subject, however, to any written instructions provided by the rebate analyst and (iii) shall deposit income from such investments immediately upon receipt thereof in the Rebate Account. Paying Agent shall make information relating to the receipt, investment, disbursement, allocation and application of money in the Accounts under this Agreement available to Issuer and the rebate analyst. Within 45 days after the rebate analyst is retained by Issuer, Paying Agent shall (i) provide the rebate analyst with all such information and data as the rebate analyst shall reasonably require to comply with this Section 7.01, and (ii) notify Issuer of the amount then on deposit in the Rebate Account (the "**Balance Notice**"). The Paying Agent shall have no obligation to engage a rebate analyst; and the Issuer assumes such obligation.

(b) Paying Agent shall remit part or all of the balances in the Rebate Account to the United States Treasury in accordance with the rebate instructions provided to Paying Agent by the rebate analyst. If the amount on deposit in the Rebate Account is in excess of the rebate amount or yield reduction payment, Paying Agent shall forthwith pay that excess amount to Issuer. If the amount on deposit in the Rebate Account is less than a rebate amount, Issuer shall, within ten days after the receipt of the Balance Notice, pay to Paying Agent for deposit into the Rebate Account an amount sufficient to pay the rebate amount. Paying Agent shall have no obligation to rebate or pay any amounts required to be rebated or paid pursuant to this Section 7.01, other than from moneys held in the Rebate Account. Any balances remaining in the Rebate Account after redemption and payment of all of the Bonds and payment and satisfaction of any required rebate or yield reduction payments as remitted to Issuer.

(c) Issuer agrees to cooperate with Paying Agent in the filing of any reporting forms required pursuant to Section 148 of the Code.

(d) Paying Agent and Issuer shall be entitled to rely conclusively upon the calculations and directions of a rebate analyst made pursuant to this Section 7.01 and shall not be responsible for any loss or damage resulting from any action taken or omitted to be taken in reliance upon those calculations and directions.

(e) Paying Agent shall obtain and keep records of the calculation of the rebate amount or yield reduction payments as are required under Section 148(f) of the Code. Notwithstanding the foregoing, Paying Agent shall keep such records at least until six years following the final payment or maturity of all Bonds.

**Section 7.02.** There is hereby created by Issuer and ordered maintained as a separate deposit account in the custody of Paying Agent, a fund to be designated the "Revenue Fund" (the "Revenue Fund"), which is a trust fund established for the purpose of carrying out the covenants, terms and conditions imposed upon the Issuer by the Bond Ordinance. The Revenue Fund shall be administered in accordance with the terms and provisions of this Section 7.02 and the Bond Ordinance. Within the Revenue Fund there is established a "Facility Sales Tax Account."

**Section 7.03.** Paying Agent shall keep complete and accurate records of all moneys received and disbursed under this Agreement, which shall be available for inspection by Issuer, any agent, at any time during regular business hours. Investments of funds maintained in E.

Demand deposits, including interest bearing money market accounts, time deposits, trust funds, trust accounts, overnight bank deposits, interest-bearing deposits, and certificates of deposit or bankers acceptances of depository institutions, including the Paying Agent or any of its affiliates, rated in the AA long-term ratings category or higher by S&P or Moody's or which are fully FDIC-insured or any investments directed by the Issuer permitted under Illinois Law.

**Section 7.04.** All notices, certificates, requests, demands and other communications provided for hereunder shall be in writing and shall be (a) personally delivered, (b) sent by first class United States mail, (c) sent by overnight courier of national reputation or (d) transmitted by telecopy, in each case addressed to the party to whom notice is being given and, if telecopied, transmitted to that party at (i) with respect to Paying Agent, its address or telecopier number set forth below, and (ii) with respect to Issuer its address or telecopier number at such other address or telecopier number as may hereafter be designated by such party in a written notice to the other party complying as to delivery with the terms of this Section. All such notices, requests, demands and other communications shall be deemed to have been given on (w) the date received if personally delivered, (x) when deposited in the mail if delivered by mail, (y) the date sent if sent by overnight courier or (z) the date of transmission if delivered by telecopy. Any such party delivering a notice hereunder shall also provide a copy of such notice to Issuer.

The address and telecopier number for Paying Agent are:   And for Issuer:

The Bank of New York Mellon Trust Company, N.A  
911 Washington Avenue  
St. Louis, Missouri 63101  
Telephone: (314) 613-8270  
Telecopier: (314) 613-8238

County of Union, Illinois  
309 W. Market  
Jonesboro, Illinois 62952  
Telephone: (618) 833-5711  
Telecopier: (618) 833-8712

**Section 7.05.** This Agreement shall be construed and governed in accordance with the laws of the State of Illinois (without regard to the conflict-of-laws principles thereof).

**Section 7.06.** Any provisions of this Agreement found to be prohibited by law shall be ineffective only to the extent of such prohibition, and shall not invalidate the remainder of this Agreement or the Bond Ordinance.

**Section 7.07.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

**Section 7.08.** 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 agreement.

**Section 7.09.** This Agreement shall terminate upon full satisfaction of all of the Bonds.

**Section 7.10.** This Agreement and the Bond Ordinance constitutes the entire agreement of the parties relating to the subject matter hereof.

**Section 7.11.** To the extent permitted by law, the terms of this Agreement shall not be waived altered, modified, supplemented or amended in any manner whatsoever except by written

instrument signed by the parties hereto and consented to by the Bond Insurer, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. The Paying Agent and County further agree that the Letter dated September 22, 2010 with the Treasurer and Department of Revenue providing for the payment of Escrowed Revenues will not be amended, modified, waived or terminated without Bond Insurer consent.

Paying Agent will have no liability or responsibility for any statement made by Issuer, Issuer or any other person in connection with the issuance of the Bonds, or for the use or application of any money received by Issuer in connection with the Bonds.

Paying Agent may rely upon advice or instructions provided to it by Bond counsel or its own counsel (including its own in-house counsel), in connection with its duties and will not be liable for any action taken or omitted to be taken by it in good faith in accordance with such instructions or advice. Paying Agent will be entitled to rely upon and will be protected in acting upon any notice, request, consent, certificate, order, affidavit, or other paper or document believed by it to be genuine and correct and to have been signed or sent by the proper person or persons.

Paying Agent will have only those duties and responsibilities as are specifically set forth in this Agreement, and no other duties or obligations will be inferred or implied.

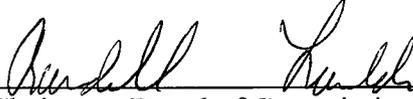
**Section 7.12.** ISSUER, AND PAYING AGENT HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF, DIRECTLY OR INDIRECTLY, THIS AGREEMENT OR ANY OF THE RELATED DOCUMENTS, ANY DEALINGS AMONG ISSUER AND PAYING AGENT RELATING TO THE SUBJECT MATTER OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR ANY RELATED TRANSACTIONS, AND/OR THE RELATIONSHIP THAT IS BEING ESTABLISHED BETWEEN ISSUER AND PAYING AGENT. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT (INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS). THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING, AND THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT, ANY RELATED DOCUMENTS, OR TO ANY OTHER DOCUMENTS OR AGREEMENTS RELATING TO THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR ANY RELATED TRANSACTIONS. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

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**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the day and year first written above.

ISSUER:

**COUNTY OF UNION, ILLINOIS**

By:   
Title: Chairman, Board of Commissioners

**THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.**

By: \_\_\_\_\_  
Title: \_\_\_\_\_

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**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the day and year first written above.

ISSUER:

**COUNTY OF UNION, ILLINOIS**

By: \_\_\_\_\_

Title: Chairman, Board of Commissioners

**THE BANK OF NEW YORK MELLON TRUST  
COMPANY, N.A.**

By: Matthew A. Bire

Title: Senior Associate

[THIS PAGE MAY BE EXECUTED IN COUNTERPARTS.]