
TAX EXEMPTION CERTIFICATE AND AGREEMENT

BETWEEN

THE VILLAGE OF ROMEOVILLE, WILL COUNTY, ILLINOIS

and

LEWIS UNIVERSITY

\$ _____
Village of Romeoville, Will County, Illinois
Revenue Refunding Bond
(Lewis University), Series 2018A
(as treated as reissued for federal income tax purposes)

_____, 2019

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TAX EXEMPTION CERTIFICATE AND AGREEMENT

The undersigned are respectively, the duly qualified officers of the Village of Romeoville, Will County, Illinois (the "*Issuer*"), and Lewis University (the "*Corporation*"). The undersigned officer of the Issuer is charged, with others, with the responsibility for executing and delivering the obligations described on the cover page of this Tax Exemption Certificate and Agreement. The Bond (defined in Article I hereof) was originally authorized pursuant to the Bond Ordinance and was originally issued pursuant to that certain Bond and Loan Agreement dated as of July 1, 2018 among the Issuer, the Corporation and First Midwest Bank (the "*Bond and Loan Agreement*"). Sale Proceeds of the Bond were provided to the Corporation pursuant to the Bond and Loan Agreement. Certain terms are defined in Article I hereof. Terms used herein and not defined in Article I shall have the meanings given to them in the Bond and Loan Agreement.

The Series 2018A Bond is being treated as being reissued as the Bond because a redemption payment for the Series 2018A Bond was inadvertently delayed and certain interest on such delayed redemption payment was waived by the Series 2018A Purchaser. The waiver of such interest was deemed to be a significant modification of the Series 2018A Bond pursuant to Treas. Reg. Section 1.1001-3.

One purpose of executing this Tax Agreement is to set forth various facts regarding the Bond (defined Article I hereof) and to establish the expectations of the Issuer and the Corporation as to future events regarding the Bond. To the extent such facts do not relate directly to the Issuer, the Issuer is relying upon the certifications of the Corporation, which it believes is reasonable and prudent. The certifications, covenants and representations contained herein are made on behalf of the Issuer and the Corporation for the benefit of the owners from time to time of the Bond.

The Issuer and the Corporation hereby covenant that they will not take any action, omit to take any action or permit the taking or omission of any action within their control (including, without limitation, making or permitting any use of the proceeds of the Bond) if taking, permitting or omitting to take such action would cause any portion of the Bond to be an arbitrage bond within the meaning of the Code or would otherwise cause the interest on the Bond to be included in the gross income of the recipients thereof for federal income tax purposes. The Issuer acknowledges that, in the event of an examination by the Internal Revenue Service of the exemption from federal income taxation of interest on the Bond, under present rules, the Issuer may be treated as a "taxpayer" in such examination. The Corporation agrees that it will direct the Issuer to respond in a commercially reasonable manner to any inquiries from the Internal Revenue Service in connection with such an examination and the Issuer agrees that it will reasonably cooperate with the Corporation (at the expense of the Corporation) in this regard.

ARTICLE I

DEFINITIONS

In addition to such other words and terms used and defined in this Tax Agreement, the following words and terms used in this Tax Agreement shall have the following meanings unless, in either case, the context or use clearly indicates another or different meaning is intended:

"Affiliated Person" means any Person that (a) at any time during the six months prior to the execution and delivery of the Bond, (i) has more than five percent of the voting power of the governing body of the Issuer or the Corporation in the aggregate vested in its directors, officers, owners, and employees or, (ii) has more than five percent of the voting power of its governing body in the aggregate vested in directors, officers, board members, owners, members or employees of the Issuer or the Corporation or (b) during the one-year period beginning six months prior to the execution and delivery of the Bond, (i) the composition of the governing body of which is modified or established to reflect (directly or indirectly) representation of the interests of the Issuer or the Corporation (or there is an agreement, understanding, or arrangement relating to such a modification or establishment during that one-year period) or (ii) the composition of the governing body of the Issuer or the Corporation is modified or established to reflect (directly or indirectly) representation of the interests of such Person (or there is an agreement, understanding, or arrangement relating to such a modification or establishment during that one-year period).

"Bond and Loan Agreement" means that certain bond and loan agreement identified in the preamble to this Tax Agreement.

"Bond Counsel" means Chapman and Cutler LLP or any other nationally recognized firm of attorneys experienced in the field of municipal bonds whose opinions are generally accepted by purchasers of municipal bonds.

"Bond Ordinance" means Ordinance No. 18-1488 adopted by the President and the Board of Trustees of the Issuer on June 20, 2018, authorizing the issuance, delivery and sale of the Series 2018A Bond and the Series 2018B Bonds.

"Bond" means the obligations of the Issuer described on the cover page of this Tax Agreement.

"Capital Expenditures" means costs of a type that would be properly chargeable to a capital account under the Code (or would be so chargeable with a proper election) under federal income tax principles if the Corporation was treated as a corporation subject to federal income taxation, taking into account the definition of Placed-in-Service set forth herein.

"Closing" means the date of this Tax Agreement, which is the first date on which the Series 2018A Bond is being treated as reissued as the Bond for federal income tax purposes.

"Code" means the Internal Revenue Code of 1986.

"Commingled Fund" means any fund or account containing both Gross Proceeds and an amount in excess of \$25,000 that are not Gross Proceeds if the amounts in the fund or account are invested and accounted for, collectively, without regard to the source of funds deposited in the fund or account. An open-ended regulated investment company under Section 851 of the Code is not a Commingled Fund.

"Control" means the possession, directly or indirectly through others, of either of the following discretionary and non-ministerial rights or powers over another entity:

(a) to approve and to remove without cause a controlling portion of the governing body of a Controlled Entity; or

(b) to require the use of funds or assets of a Controlled Entity for any purpose.

"Controlled Entity" means any entity or one of a group of entities that is subject to Control by a Controlling Entity or group of Controlling Entities.

"Controlled Group" means a group of entities directly or indirectly subject to Control by the same entity or group of entities, including the entity that has the Control of the other entities.

"Controlling Entity" means any entity or one of a group of entities directly or indirectly having Control of any entities or group of entities.

"Costs of Issuance" means the costs of reissuing the Bond, including underwriter's discount or fees, placement agent fees and legal fees.

"Covenant Agreement" means (a) during the Initial Interest Period (as defined in the Bond and Loan Agreement) for the Series 2018A Bond, the Continuing Covenant Agreement dated as of July 1, 2018, between the Corporation and the Series 2018A Purchaser, as supplemented or amended from time to time, and (b) during any subsequent Interest Period (as defined in the Bond and Loan Agreement), any other or similar agreement between the Corporation and the Series 2018A Purchaser, as supplemented or amended from time to time.

"External Commingled Fund" means a Commingled Fund in which the Issuer, the Corporation and all Related Persons to the Issuer and the Corporation own, in the aggregate, not more than ten percent of the beneficial interests.

"GIC" means (a) any investment that has specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate and (b) any agreement to supply investments on two or more future dates (e.g., a forward supply contract).

"Gross Proceeds" means amounts in the funds listed on *Exhibit D* hereto.

"Issuer" is defined in the preamble to this Tax Agreement.

"Original Bonds" mean, collectively, the Series 2006 Bonds and the Series 2011 Bonds.

"Person" means any entity with standing to be sued or to sue, including any natural person, corporation, body politic, governmental unit, agency, authority, partnership, trust, estate, association, company or group of any of the above.

"Prior Bonds" mean, collectively, the Series 2018A Bond and the Series 2018B Bonds.

"Prior Bond Fund" means the fund or account or funds or accounts established with respect to the Prior Bonds from which current debt service on the Prior Bonds has been or will be paid excluding any interest paid on the Prior Bonds from Prior Bond Proceeds.

"Prior Bond Proceeds" means amounts actually or constructively received from the sale of the Prior Bonds and all other amounts properly treated as gross proceeds of the Prior Bonds under the Regulations, including (a) amounts used to pay underwriter's discount or compensation and accrued interest, other than accrued interest for a period not greater than one year before the Prior Bonds were issued but only if it is to be paid within one year after the Prior Bonds were issued and (b) amounts derived from the sale of any right that is part of the terms of a Prior Bond or is otherwise associated with a Prior Bond (e.g., a redemption right).

"Prior Project" means the facilities financed, directly or indirectly with the proceeds of the Bond and the Prior Bonds.

"Project Certificate" means the Corporation's Project Certificate dated the date hereof and executed in connection with the reissuance of the Bond for federal income tax purpose.

"Qualified Administrative Costs of Investments" means (a) reasonable, direct administrative costs (other than carrying costs) such as separately stated brokerage or selling commissions, but not legal and accounting fees, recordkeeping, custody and similar costs; (b) all reasonable administrative costs, direct or indirect, incurred by a publicly offered regulated investment company or an External Commingled Fund or (c) in the case of purpose investments, costs or expenses paid directly to purchase, carry, sell or retire the investment and costs of issuing, carrying, or repaying the Bond, and any placement agent fee or underwriter's discount.

"Qualified Tax Exempt Obligations" means (a) any obligation described in Section 103(a) of the Code, the interest on which is excludable from gross income of any owner thereof for federal income tax purposes and is not an item of tax preference for purposes of the alternative minimum tax imposed by Section 55 of the Code; (b) an interest in a regulated investment company to the extent that at least ninety-five percent of the income to the holder of the interest is interest which is excludable from gross income under Section 103 of the Code of any owner thereof for federal income tax purposes and is not an item of tax preference for purposes of the alternative minimum tax imposed by Section 55 of the Code; and (c) certificates of indebtedness issued by the United States Treasury pursuant to the Demand Deposit State and Local Government Series program described in 31 C.F.R. pt. 344.

"Rebate Fund" means the fund, if any, identified and defined in Section 4.2 herein.

“Rebate Provisions” means the rebate requirements contained in Section 148(f) of the Code and in the Regulations.

“Regulations” means United States Treasury Regulations dealing with the tax-exempt bond provisions of the Code.

“Reimbursed Expenditures” means the Sale Proceeds, if any, and investment earnings thereon used to reimburse the Corporation for an expenditure paid prior to Closing.

“Related Person” means (i) in the case of the Issuer and the Corporation, any member of the same Controlled Group as the Issuer or the Corporation and (ii) in the case of the Corporation, any person related to the Corporation within the meaning of Section 144(a)(3) of the Code.

“Sale Proceeds” means amounts actually or constructively received from the sale of the Bond, including (a) amounts used to pay underwriter’s or placement agent’s discount or compensation and accrued interest, other than accrued interest for a period not greater than one year before Closing but only if it is to be paid within one year after Closing and (b) amounts derived from the sale of any right that is part of the terms of a Bond or is otherwise associated with a Bond (e.g., a redemption right).

“Series 1994 Bond Fund” means the fund or account or funds or accounts established with respect to the Series 1994 Bonds from which debt service on the Series 1994 Bonds has been paid.

“Series 1996 Bond Fund” means the fund or account or funds or accounts established with respect to the Series 1996 Bonds from which debt service on the Series 1996 Bonds has been be paid.

“Series 1994 Bond Proceeds” means amounts actually or constructively received from the sale of the Series 1994 Bonds and all other amounts properly treated as gross proceeds of the Series 1994 Bonds under the Regulations, including (a) amounts used to pay underwriter’s discount or compensation and accrued interest, other than accrued interest for a period not greater than one year before the Series 1994 Bonds were issued but only if it is to be paid within one year after the Series 1994 Bonds were issued and (b) amounts derived from the sale of any right that is part of the terms of a Series 1994 Bond or is otherwise associated with a Series 1994 Bond (e.g., a redemption right).

“Series 1996 Bond Proceeds” means amounts actually or constructively received from the sale of the Series 1996 Bonds and all other amounts properly treated as gross proceeds of the Series 1996 Bonds under the Regulations, including (a) amounts used to pay underwriter’s discount or compensation and accrued interest, other than accrued interest for a period not greater than one year before the Series 1996 Bonds were issued but only if it is to be paid within one year after the Series 1996 Bonds were issued and (b) amounts derived from the sale of any right that is part of the terms of a Series 1996 Bond or is otherwise associated with a Series 1996 Bond (e.g., a redemption right).

“Series 2006 Bond Fund” means the fund or account or funds or accounts established with respect to the Series 2006 Bonds from which current debt service on the Series 2006 Bonds has been or will be paid excluding any interest paid on the Series 2006 Bonds from Series 2006 Bond Proceeds.

“Series 2006 Bond Proceeds” means amounts actually or constructively received from the sale of the Series 2006 Bonds and all other amounts properly treated as gross proceeds of the Series 2006 Bonds under the Regulations, including (a) amounts used to pay underwriter’s discount or compensation and accrued interest, other than accrued interest for a period not greater than one year before the Series 2006 Bonds were issued but only if it is to be paid within one year after the Series 2006 Bonds were issued and (b) amounts derived from the sale of any right that is part of the terms of a Series 2006 Bond or is otherwise associated with a Series 2006 Bond (e.g., a redemption right).

“Series 2006 Bonds” means the Village of Romeoville, Will County, Illinois, Adjustable Rate Demand Revenue Bonds, Lewis University, Series 2006, issued in the original aggregate principal amount of \$44,950,000.

“Series 2006 Swap” means the ISDA Master Agreement between the Series 2006 Swap Counterparty and the Corporation, as more fully described in Section 2.7 hereof.

“Series 2006 Swap Counterparty” means Wells Fargo Bank, National Association.

“Series 2011 Bonds” means the Village of Romeoville, Will County, Illinois, Revenue Bonds, Lewis University, Series 2011, issued in the original aggregate principal amount of \$24,300,000.

“Series 2011 Swap” means the interest rate agreement dated December 20, 2011 entered into a connection with the Series 2011 Bonds by the Corporation and the Series 2011 Swap Counterparty, as fully described in Section 2.7 hereof.

“Series 2011 Swap Counterparty” means Wells Fargo Bank, National Association.

“Series 2018A Bond” means the \$11,400,000 Village of Romeoville, Will County, Illinois Revenue Refunding Bond (Lewis University), Series 2018A originally issued pursuant to the Bond and Loan Agreement.

“Series 2018B Bonds” means the \$30,125,000 Village of Romeoville, Will County, Illinois Revenue Refunding Bonds (Lewis University), Series 2018B.

“Series 2018A Purchaser” means First Midwest Bank, who is also the holder of the Bond.

“Tax Agreement” means this Tax Exemption Certificate and Agreement.

“Transferred Proceeds” means amounts actually or constructively received from the sale of the Prior Bonds and obligations refunded by the Prior Bonds, plus investment earnings thereon, which have not been spent prior to the date principal on the Prior Bonds is discharged by the Bond to the extent allocated to the Bond under the Regulations.

“Working Capital Expenditure” means an expenditure that is not a Capital Expenditure for federal income tax purposes.

“Yield” means that discount rate which when used in computing the present value of all payments of principal and interest paid and to be paid on an obligation (using semiannual compounding on the basis of a 360-day year) produces an amount equal to the obligation’s purchase price (or in the case of the Bond, the issue price as established in Section 5.1), including accrued interest. For purposes of computing the Yield on the Bond and on investments, the same compounding interval (which must be an interval of not more than one year) and standard financial conventions (such as a 360-day year) must be used.

“Yield Reduction Payment” means a rebate payment or any other amount paid to the United States in the same manner as rebate amounts are required to be paid or at such other time or in such manner as the Internal Revenue Service may prescribe that will be treated as a reduction in Yield of an investment under the Regulations.

ARTICLE II

PURPOSE OF THE BOND

Section 2.1. Purpose of the Bond. The Series 2018A Bond is treated as being reissued on the date hereof as the Bond for federal income tax purposes and is treated as currently refunding the Series 2018A Bond. Because the Series 2018A Bond is being treated as being reissued as the Bond on the date hereof, no Sale Proceeds are expected.

Section 2.2. Working Capital. The Bond is subject to the limitations on non-Capital expenditures contained in the Project Certificate.

Section 2.3. Consequences of Contrary Expenditure. The Corporation acknowledges that if it spends Gross Proceeds for expenditures other than as permitted by Section 2.2, a like amount of then available funds of the Corporation will be treated as unspent proceeds of the Bond which, among other things, may be subject to the yield restrictions described in Section 5.2 hereof and rebate described in Article IV hereof.

Section 2.4. Reimbursement. There are no Reimbursed Expenditures.

Section 2.5. Investment of Bond Proceeds. No portion of the Bond is being issued solely for the purpose of investing a portion of Sale Proceeds or investment earnings thereon at a Yield higher than the Yield on the Bond.

Section 2.6. No Grants. None of the Sale Proceeds or investment earnings thereon will be used to make grants to any person.

Section 2.7. Hedges. Except as set forth below, neither the Issuer, the Corporation nor any Related Person to either entity has entered into or expects to enter into any hedge (*e.g.*, an interest rate swap, interest rate cap, futures contract, forward contract or an option) with respect to the Bond, the Prior Bonds or any issue of the Original Bonds. The Issuer and the Corporation acknowledge that any such hedge could affect, among other things, the calculation of Bond Yield under the Regulations. The Internal Revenue Service could recalculate Bond Yield if the failure to account for the hedge fails to clearly reflect the economic substance of the transaction.

The Corporation and the Issuer also acknowledge that if they acquire a hedging contract with an investment element (including *e.g.*, an off-market swap agreement, or any cap agreement for which all or a portion of the premium is paid at, or before the effective date of the cap agreement), then a portion of such hedging contract may be treated as an investment of Gross Proceeds of the Bond and be subject to the fair market purchase price rules, rebate and yield restriction. The Corporation and the Issuer agree not to use proceeds of the Bond to pay for any such hedging contract in whole or in part. The Corporation and the Issuer also agree that they will not give any assurances to any Bond holder, or any credit or liquidity enhancer with respect to the Bond that any such hedging contract will be entered into or maintained. The Corporation and the Issuer recognize that if a portion of a hedging contract is determined to be an investment of gross proceeds, such portion may not be fairly priced even if the hedging contract as a whole is fairly priced.

The Corporation entered into an interest rate exchange agreement with JPMorgan Chase Bank, National Association in connection with the Series 2006 Bonds on April 6, 2006 (as more fully set forth in the Tax Exemption Certificate and Agreement executed by the Issuer, the Corporation and J.P. Morgan Trust Company, National Association in connection with the Series 2006 Bonds). Such interest rate exchange agreement was timely identified by the Issuer and the Corporation on their books and records pursuant to Treas. Reg. Section 1.148-4 and was a qualified hedge as defined in Treas. Reg. Section 1.148-4(h)(2).

The Series 2006 Swap Counterparty and the Corporation entered into the Series 2006 Swap in connection with the Series 2006 Bonds, which consisted of an ISDA Master Agreement dated as of December 20, 2011, an executed counterpart of the schedule to the ISDA Master Agreement dated as of December 20, 2011, an executed swap transaction confirmation dated January 18, 2012, and a novation confirm that novated the interest rate exchanging agreement originally entered into in connection with the Series 2006 Bonds. The Series 2006 Swap was timely identified by the Issuer and the Corporation on their books and records pursuant to Treas. Reg. Section 1.148-4 and was a qualified hedge as defined in Treas. Reg. Section 1.148-4(h)(2).

The Corporation and the Series 2011 Swap Counterparty entered into the Series 2011 Swap in December, 2011 in connection with the Series 2011 Bonds (as more fully set forth in the Tax Exemption Certificate and Agreement executed by the Issuer, the Corporation and Wells Fargo Bank, National Association in connection with the Series 2011 Bonds). The Series 2011 Swap was timely identified by the Issuer and the Corporation on their books and records pursuant

to Treas. Reg. Section 1.148-4 and was a qualified hedge as defined in Treas. Reg. Section 1.148-4(h)(2).

The Series 2006 Swap and the Series 2011 Swap were terminated on June 27, 2018 pursuant to the terminations, (i) the Corporation received \$21,200 from the Series 2011 Swap Counterparty to terminate the Series 2001 Swap, and (ii) the Corporation is paying the Series 2006 Swap Counterparty \$696,600 (and, of that amount, is paying \$675,400 from proceeds of the Prior Bonds) to terminate the Series 2006 Swap.

A portion of the Series 2006 Bonds was refunded by the Series 2015 Bonds (as defined in Section 3.2 hereof) and a portion of the Series 2006 Swap was terminated at that time. The remaining portion of the Series 2006 Swap terminated on June 27, 2018, a portion of the termination payment thereof being paid with proceeds of the Prior Bonds, was only allocable to the remaining Series 2006 Bonds that were currently refunded by the Prior Bonds.

The Corporation will take into account the termination payments for the Series 2006 Swap and the Series 2011 Swap, as applicable, in rebate computations for the Series 2006 Bonds, the Series 2011 Bonds, the Prior Bonds and/or the Bond, as applicable.

Section 2.8. Payments to Related Persons. None of the Sale Proceeds or investment earnings thereon will be paid to the Issuer, the Corporation or any Related Person to the Issuer or the Corporation, except for reimbursements to the Corporation for amounts paid to persons other than the Issuer, the Corporation or any Related Person to the Issuer or the Corporation, and the Issuer's fee described in Section 5.5 of the Tax Agreement.

Section 2.9. Internal Revenue Service Audits. The Issuer represents that the Internal Revenue Service has not contacted the Issuer regarding the Bond, the Prior Bonds, obligations refunded by the Prior Bonds, or any other obligations issued by or on behalf of the Issuer the proceeds of which have been or are to be used to finance assets or used for a purpose similar to the assets to be financed or refinanced with the proceeds of the Bond, the Prior Bonds or any issue of the Original Bonds or that were issued for the purpose for which the Bond is being reissued for federal income tax purposes, for which the Bond or Prior Bonds were issued or for which the obligations refunded by the Prior Bonds were issued, or that are secured by or reasonably expected to be paid from the same or similar source as the Bond, the Prior Bonds or the obligations refunded by the Bond or the Prior Bonds. The Corporation represents that it has not been contacted by the Internal Revenue Service or any issuer of bonds, the proceeds of which were lent to the Corporation regarding any examination of any tax exempt bonds issued for the benefit of the Corporation or regarding any possible revocation of its 501(c)(3) status. To the best of the knowledge of the Issuer and the Corporation, no such obligations of the Issuer or for the benefit of the Corporation are currently under examination by the Internal Revenue Service.

ARTICLE III

USE OF PROCEEDS; DESCRIPTION OF FUNDS

Section 3.1. Use of Proceeds. (a) As of the date hereof, there are no amounts on deposit in any fund or account with respect to the Bond, the Prior Bonds or the Original Bonds. No Sale Proceeds have been or will be used to prepay for goods or services more than ninety days prior to the date such goods or services are to be received. No Sale Proceeds, if any, or any investment earnings thereon will be used to pay for or otherwise acquire goods or services from the Issuer, the Corporation, any Related Person to the Issuer or the Corporation, or an Affiliated Person.

(b) No funds and accounts will be funded at Closing. There are no funds or accounts created under the Bond and Loan Agreement. The Rebate Fund may be created as provided for in Section 4.2.

(c) Principal of and interest on the Bond will be paid from the general funds of the Corporation.

(d) No Costs of Issuance incurred in connection with the reissuance of the Bond will be paid from any proceeds of the Bond at Closing. Any Costs of Issuance will be paid by the Corporation from a source other than tax-exempt financing.

Section 3.2. The Prior Bonds. (a) The Prior Bonds were issued on July 12, 2018 to currently refund all outstanding Series 2006 Bonds and all outstanding Series 2011 Bonds. The Prior Bonds were a single issue for federal income tax purposes.

The Series 2006 Bonds were issued on April 26, 2006 by the Issuer. The Series 2006 Bonds were issued for the purpose of (i) currently refund the Illinois Education Facilities Authority Revenue Bonds, Lewis University, Series 1994 (the "*Series 1994 Bonds*"), (ii) advance refund the Illinois Education Facilities Authority Revenue Bonds, Lewis University, Series 1996 (the "*Series 1996 Bonds*"), (iii) refinance certain taxable indebtedness (the "*Prior Debt*") incurred by the Corporation to finance construction and equipping of classrooms, faculty offices, and two residence halls and the renovation, expansion and equipping of the power plant, the central utility system and two residence hall, as further described in the Project Certificate (the "*Series 1996 Project*"), (iv) finance or reimburse the Corporation for additional costs of the Series 1996 Project, and (v) pay certain costs of issuing the Series 2006 Bonds, including a credit facility. As of the date three years after the Series 1996 Bonds were issued, all Series 1996 Bond Proceeds, including investment earnings thereon, were completely spent, except for amounts in the debt service reserve fund established for the benefit of the Series 1996 Bonds and the Series 1996 Bond Fund (such amounts were previously used in escrow to refund the Series 1996 Bonds and have all been spent). No portion of the Prior Debt was used for reimbursement. At the time the Prior Debt was issued the Corporation reasonably expected to spend at least 85% of the proceeds within three years and no more than 50% of the proceeds were invested in investment having a Yield that was substantially guaranteed for four years or more. As of the date three years after the Series 2006 Bonds were issued all Series 2006 Bond Proceeds, including investment earnings thereon, were completely spent.

The Series 1994 Bonds were issued by the Illinois Education Facilities Authority on February 17, 1994, to (i) currently refund the Illinois Education Facilities Authority Adjustable Demand Revenue Bonds, Lewis University, Series 1989 (the "*Series 1989 Bonds*"), (ii) finance, refinance or reimburse the Corporation for the costs of the acquisition, construction, renovation, improvement and equipping of certain of its educational facilities, (iii) refinance certain taxable indebtedness incurred by the Corporation to finance the acquisition, construction, renovation, improvement and equipping of certain of its educational facilities, (iv) establish a debt service reserve fund for the benefit of the Series 1994 Bonds and (v) pay certain costs incurred in connection with the issuance of the Series 1994 Bonds and the current refunding of the Series 1989 Bonds. As of the date three years after the Series 1994 Bonds were issued, all Series 1994 Bond Proceeds, including investment earnings thereon, were completely spent, except for amounts in the debt service reserve fund established for the benefit of the Series 1994 Bonds and the Series 1994 Bond Fund (such amounts were previously used in escrow to refund the Series 1994 Bonds and have all been spent).

The Series 1989 Bonds were issued by the Illinois Education Facilities Authority on November 14, 1989, in order to (i) finance or reimburse the Corporation for the costs of the acquisition, construction, renovation and equipping of certain of its educational facilities, including the acquisition of certain real estate for educational purposes (the "*Series 1989 Project*"), (ii) pay a portion of the interest coming due on the Series 1989 Bonds prior to the completion of the Series 1989 Project and (iii) pay a portion of the costs relating to the issuance of the Series 1989 Bonds, including the cost of credit enhancement for the Series 1989 Bonds.

The Series 1996 Bonds were issued by the Illinois Education Facilities Authority on January 9, 1997, to (i) finance or reimburse the Corporation for all or a portion of the costs of the acquisition, construction, renovation, improvement and equipping of certain of its educational facilities, (ii) to provide for the payment of a portion of the interest on the Series 1996 Bonds, (iii) to establish a debt service reserve fund for the benefit of the Series 1996 Bonds and (iv) to pay certain costs incurred in connection with the issuance of the Series 1996 Bonds.

A portion of the Series 2006 Bonds were refunded by the Village of Romeoville, Will County, Illinois Revenue Bonds (Lewis University Project), Series 2015 (the "*Series 2015 Bonds*"), issued on March 17, 2015.

The Series 2011 Bonds were issued on December 21, 2011 by the Issuer. The Series 2011 Bonds were issued for the purpose of acquiring, constructing, renovated and equipping certain educational facilities. As of the date three years after the Series 2011 Bonds were issued all Series 2011 Bond Proceeds, including investment earnings thereon, were completely spent.

(b) As of the date hereof, no Prior Bond Proceeds, or money or property of any kind (including cash) is on deposit in any fund or account, regardless of where held or the source thereof, with respect to the Prior Bonds or any credit enhancement or liquidity device relating to the foregoing, or is otherwise restricted to pay Issuer or the Corporation's obligations with respect to the Prior Bonds or any such credit enhancement.

(c) The Prior Bond Fund established in connection with the issuance of the Prior Bonds was used primarily to achieve a proper matching of revenues and earnings with principal and interest payments on the Prior Bonds in each bond year. The Prior Bond Fund was depleted at least once a year, except for a reasonable carry over amount not to exceed the greater of (i) the earnings on the investment of moneys in such account for the immediately preceding bond year or (ii) one-twelfth (1/12th) of the principal and interest payments on the Prior Bonds.

(d) Not more than 50% of the proceeds of the Prior Bonds were used for nonrefunding purposes was invested in investments having a Yield that was substantially guaranteed for four years or more.

(e) As of the date hereof, no Series 1994 Bond Proceeds, proceeds of the Series 1989 Bonds or money or property of any kind (including cash) is on deposit in any fund or account, regardless of where held or the source thereof, with respect to the Series 1994 Bonds, the Series 1989 Bonds or any credit enhancement or liquidity device relating to the foregoing, or is otherwise restricted to pay the Illinois Education Facilities Authority (or its successor organization, the Illinois Finance Authority) or the Corporation's obligations with respect to the Series 1994 Bonds, the Series 1989 Bonds or any such credit enhancement.

(f) As of the date hereof, no Series 1996 Bond Proceeds or money or property of any kind (including cash) is on deposit in any fund or account, regardless of where held or the source thereof, with respect to the Series 1996 Bonds or any credit enhancement or liquidity device relating to the foregoing, or is otherwise restricted to pay the Issuer's obligations.

(g) As of the date hereof, no Series 2006 Bond Proceeds or money or property of any kind (including cash) is on deposit in any fund or account, regardless of where held or the source thereof, with respect to the Series 2006 Bonds or any credit enhancement or liquidity device relating to the foregoing, or is otherwise restricted to pay the Issuer's obligations.

(h) The Series 1994 Bond Fund established in connection with the issuance of the Series 1994 Bonds was used primarily to achieve a proper matching of revenues and earnings with principal and interest payments on the Series 1994 Bonds in each bond year. The Series 1994 Bond Fund was depleted at least once a year, except for a reasonable carry over amount not to exceed the greater of (i) the earnings on the investment of moneys in such account for the immediately preceding bond year or (ii) one-twelfth (1/12th) of the principal and interest payments on the Series 1994 Bonds.

(i) The Series 1996 Bond Fund established in connection with the issuance of the Series 1996 Bonds was used primarily to achieve a proper matching of revenues and earnings with principal and interest payments on the Series 1996 Bonds in each bond year. The Series 1996 Bond Fund was depleted at least once a year, except for a reasonable carry over amount not to exceed the greater of (i) the earnings on the investment of moneys in such account for the immediately preceding bond year or (ii) one-twelfth (1/12th) of the principal and interest payments on the Series 1996 Bonds.

(j) The Series 2006 Bond Fund established in connection with the issuance of the Series 2006 Bonds was used primarily to achieve a proper matching of revenues and earnings with principal and interest payments on the Series 2006 Bonds in each bond year. The Series 2006 Bond Fund was depleted at least once a year, except for a reasonable carry over amount not to exceed the greater of (i) the earnings on the investment of moneys in such account for the immediately preceding bond year or (ii) one-twelfth (1/12th) of the principal and interest payments on the Series 2006 Bonds.

(k) At the time the Series 1994 Bonds and the Series 1989 Bonds were issued, the Illinois Education Facilities Authority and the Corporation reasonably expected to spend at least 85% of the proceeds (including investment earnings) of the nonrefunding portion of the Series 1994 Bonds and of the Series 1989 Bonds, considered separately, for the purposes for which such bonds were issued within three years of the date of issuance of the Series 1994 Bonds and the Series 1989 Bonds, respectively, and such proceeds were so spent. Not more than 50% of the proceeds of the Series 1994 Bonds and the Series 1989 Bonds, considered separately, to be used for nonrefunding purposes was invested in investments having a Yield that was substantially guaranteed for four years or more.

(l) At the time the Series 1996 Bonds were issued, the Illinois Education Facilities Authority and the Corporation reasonably expected to spend at least 85% of the proceeds (including investment earnings) of the Series 1996 Bonds to be used for the purposes for which the Series 1996 Bonds were issued within three years of the date of issuance of the Series 1996 Bonds were issued, and such proceeds were so spent. Not more than 50% of the proceeds of the Series 1996 Bonds was invested in investments having a Yield that was substantially guaranteed for four years or more.

(m) At the time the Series 2006 Bonds were issued, the Issuer and the Corporation reasonably expected to spend at least 85% of the proceeds (including investment earnings) of the Series 2006 Bonds to be used for nonrefunding purposes for such purposes within three years of the date the Series 2006 Bonds were issued and such proceeds were so spent. Not more than 50% of the proceeds of the Series 2006 Bonds to be used for nonrefunding purposes was invested in investments having a Yield that was substantially guaranteed for four years or more.

(n) The Series 2006 Bonds were called and redeemed on August 1, 2018.

(o) As of the date hereof, no Series 2011 Bond Proceeds or money or property of any kind (including cash) is on deposit in any fund or account, regardless of where held or the source thereof, with respect to the Series 2011 Bonds or any credit enhancement or liquidity device relating to the foregoing, or is otherwise restricted to pay the Issuer's or Corporation's obligations.

(p) The Series 2011 Bond Fund established in connection with the issuance of the Series 2011 Bonds was used primarily to achieve a proper matching of revenues and earnings with principal and interest payments on the Series 2011 Bonds in each bond year. The Series 2011 Bond Fund was depleted at least once a year, except for a reasonable carry over amount not to exceed the greater of (i) the earnings on the investment of moneys in such account

for the immediately preceding bond year or (ii) one-twelfth (1/12th) of the principal and interest payments on the Series 2011 Bonds.

(q) At the time the Series 2011 Bonds were issued, the Issuer and the Corporation reasonably expected to spend at least 85% of the proceeds (including investment earnings) of the Series 2011 Bonds to be used for nonrefunding purposes for such purposes within three years of the date the Series 2011 Bonds were issued and such proceeds were so spent. Not more than 50% of the proceeds of the Series 2011 Bonds to be used for nonrefunding purposes was invested in investments having a Yield that was substantially guaranteed for four years or more.

(r) The Series 2011 Bonds were called and redeemed on August 1, 2018.

Section 3.3. No Other Gross Proceeds. (a) Except as identified on *Exhibit D* hereto and except as set forth below, after the reissuance of the Series 2018A Bond as the Bond for federal income tax purposes, neither the Issuer, the Corporation nor any Related Person to either entity has or will have any property, including cash, securities or any other property held as a passive vehicle for the production of income or for investment purposes, that constitutes:

(i) Sale Proceeds;

(ii) amounts in any fund or account with respect to the Bond (other than the Rebate Fund);

(iii) Transferred Proceeds;

(iv) amounts that have a sufficiently direct nexus to the Bond or to the governmental purpose of the Bond to conclude that the amounts would have been used for that governmental purpose if the Bond was not used or to be used for that governmental purpose (the mere availability or preliminary earmarking of such amounts for a governmental purpose, however, does not itself establish such a sufficient nexus);

(v) amounts in a debt service fund, redemption fund, reserve fund, replacement fund or any similar fund to the extent reasonably expected to be used directly or indirectly to pay principal of or interest on the Bond or any amounts for which there is provided, directly or indirectly, a reasonable assurance that the amount will be available to pay principal of or interest on the Bond or any credit enhancement or liquidity device with respect to the Bond, even if the Issuer, the Corporation or any Related Person to either entity encounters financial difficulties;

(vi) any amounts held pursuant to any agreement (such as an agreement to maintain certain levels of types of assets) made for the benefit of the holders of the Bond or any credit enhancement provider, including any liquidity device or negative pledge (e.g., any amount pledged to pay principal of or interest on an issue held under an agreement to maintain the amount at a particular level for the direct or indirect benefit of holders of the Bond or a guarantor of the Bond); or

(vii) amounts actually or constructively received from the investment and reinvestment of the amounts described in (i), (ii) or (iii) above.

(b) No compensating balance, liquidity account, negative pledge of property held for investment purposes required to be maintained at or above a particular level or similar arrangement exists with respect to, in any way, the Bond, the Bond and Loan Agreement, or any credit enhancement or liquidity device related to the Bond.

(c) The term of the Bond is not longer than is reasonably necessary for the governmental purposes of the Bond because the weighted average maturity of the Bond does not exceed 120 percent of the average reasonably expected economic life of the Prior Project as evidenced in the Project Certificate.

(d) Under Section 7.2 of the Covenant Agreement, the Corporation is required to maintain, as of each June 30 and December 31, a ratio of Unrestricted Cash and Investments (as such term is defined in the Covenant Agreement) to Funded Debt (as such term is defined in the Covenant Agreement) of the Corporation on such testing date of at least 0.30 to 1.0. With respect to the amount of Unrestricted Cash and Investments held under Section 7.2 of the Covenant Agreement, the Corporation represents that such amounts do not exceed the reasonable needs for which they are maintained (which does not include the payment of debt service on the Bond).

ARTICLE IV

ARBITRAGE REBATE; RECORD KEEPING; INVESTMENT DIRECTION

Section 4.1. Compliance with Rebate Provisions. The Issuer and the Corporation covenant to take such actions and make, or cause to be made, all calculations, transfers and payments that may be necessary to comply with the Rebate Provisions applicable to the Bond. The Issuer and the Corporation will make, or cause to be made, rebate payments with respect to the Bond in accordance with law. The Issuer shall be obligated to make such payments only out of amounts available under the Bond and Loan Agreement or otherwise provided by the Corporation. Bond Counsel has provided a memorandum attached hereto as *Exhibit A* concerning the principles set forth in the Regulations regarding rebate.

Section 4.2. Rebate Fund. The Issuer is authorized by the Bond to create and establish a special fund to be known as the Rebate Fund, which, if created, shall be continuously held, invested, expended and accounted for in accordance with the Indenture and this Tax Agreement. Moneys in the Rebate Fund shall not be considered moneys held for the benefit of the owners of the Bond. Except as provided in the Regulations, moneys in the Rebate Fund (including earnings and deposits therein) shall be held in trust for payment to the United States as required by the Rebate Provisions and by the Regulations and as contemplated under the provisions of this Tax Agreement.

In addition to the amounts provided in this Tax Agreement, the Corporation hereby agrees to pay for deposit in the Rebate Fund for payment to the United States any amount which under the Regulations must be deposited in the Rebate Fund for payment to the United States with respect to the Bond, but which is not available under the Bond and Loan Agreement for transfer to the Rebate Fund for payment to the United States.

Section 4.3. Records. The Corporation agrees to keep and retain or cause to be kept and retained for the period described in Section 7.11 adequate records with respect to the investment of all Gross Proceeds and amounts in the Rebate Fund. Such records shall include:

- (a) purchase price;
- (b) purchase date;
- (c) type of investment;
- (d) accrued interest paid;
- (e) interest rate;
- (f) principal amount;
- (g) maturity date;
- (h) interest payment date;
- (i) date of liquidation;
- (j) receipt upon liquidation; and
- (k) such other information as may be requested by the Issuer.

If any investment becomes Gross Proceeds on a date other than the date such investment is purchased, the records required to be kept shall include the fair market value of such investment on the date it becomes Gross Proceeds. If any investment is retained after the date the last portion of the Bond is retired, the records required to be kept shall include the fair market value of such investment on the date the last portion of the Bond is retired. Amounts or investments will be segregated whenever necessary to maintain these records.

Section 4.4. Fair Market Value; Certificates of Deposit and Investment Agreements. The Corporation shall continuously invest all amounts on deposit for the Bond in the Rebate Fund, together with the amounts, if any, to be transferred to the Rebate Fund, in any investment permitted under this Tax Agreement and the Bond and Loan Agreement. The Corporation shall take into account prudent investment standards and the date on which such moneys may be needed. Except as provided in the next sentence, all amounts that constitute Gross Proceeds and all amounts in the Rebate Fund shall be invested at all times to the greatest extent practicable in

investments permitted under this Tax Agreement and the Bond and Loan Agreement, and no amounts may be held as cash or be invested in zero yield investments other than obligations of the United States purchased directly from the United States. In the event moneys cannot be invested, other than as provided in this sentence due to the denomination, price or availability of investments, the amounts shall be invested in an interest bearing deposit of a bank with a yield not less than that paid to the general public or held uninvested to the minimum extent necessary.

Gross Proceeds and any amounts in the Rebate Fund that are invested in certificates of deposit or in GICs shall be invested only in accordance with the following provisions:

(a) Investments in certificates of deposit of banks or savings and loan associations that have a fixed interest rate, fixed payment schedules and substantial penalties for early withdrawal shall be made only if either (i) the Yield on the certificate of deposit (A) is not less than the Yield on reasonably comparable direct obligations of the United States and (B) is not less than the highest Yield that is published or posted by the provider to be currently available from the provider on reasonably comparable certificates of deposit offered to the public or (ii) the investment is an investment in a GIC and qualifies under paragraph (b) below.

(b) Investments in GICs shall be made only if:

(i) the bid specifications are in writing, include all material terms of the bid and are timely forwarded to potential providers (a term is material if it may directly or indirectly affect the yield on the GIC);

(ii) the terms of the bid specifications are commercially reasonable (a term is commercially reasonable if there is a legitimate business purpose for the term other than to reduce the yield on the GIC);

(iii) all bidders for the GIC have equal opportunity to bid so that, for example, no bidder is given the opportunity to review other's bids (a last look) before bidding;

(iv) any agent used to conduct the bidding for the GIC does not bid to provide the GIC;

(v) at least three of the providers solicited for bids for the GIC are reasonably competitive providers of investments of the type purchased (*i.e.*, providers that have established industry reputations as competitive providers of the type of investments being purchased);

(vi) at least three of the entities that submit a bid do not have a financial interest in the Bond;

(vii) at least one of the entities that provided a bid is a reasonably competitive provider that does not have a financial interest in the Bond;

(viii) the bid specifications include a statement notifying potential providers that submission of a bid is a representation that the potential provider did not consult with any other provider about its bid, that the bid was determined without regard to any other formal or informal agreement that the potential provider has with the Corporation or any other person (whether or not in connection with the Bond) and that the bid is not being submitted solely as a courtesy to the Corporation or any other person for purposes of satisfying the federal income tax requirements relating to the bidding for the GIC;

(ix) the determination of the terms of the GIC takes into account the reasonably expected deposit and drawdown schedule for the amounts to be invested;

(x) the highest-yielding GIC for which a qualifying bid is made (determined net of broker's fees) is in fact purchased; and

(xi) the obligor on the GIC certifies the administrative costs that it is paying or expects to pay to third parties in connection with the GIC.

(c) If a GIC is purchased, the Corporation will retain the following records with its bond documents until three years after the Bond is redeemed in their entirety:

(i) a copy of the GIC;

(ii) the receipt or other record of the amount actually paid for the GIC, including a record of any administrative costs paid and the certification under paragraph (b)(xi) of this section;

(iii) for each bid that is submitted, the name of the person and entity submitting the bid, the time and date of the bid, and the bid results; and

(iv) the bid solicitation form and, if the terms of the GIC deviated from the bid solicitation form or a submitted bid is modified, a brief statement explaining the deviation and stating the purpose for the deviation.

Moneys to be rebated to the United States shall be invested in investments to mature on or prior to the anticipated rebate payment date. All investments of Gross Proceeds or amounts in the Rebate Fund shall be bought and sold at fair market value. The fair market value of an investment is the price at which a willing buyer would purchase the investment from a willing seller in a bona fide, arm's length transaction. Except for investments specifically described in this Section 4.4 and United States Treasury obligations that are purchased directly from the United States Treasury, only investments that are traded on an established securities market, within the meaning of regulations promulgated under Section 1273 of the Code, will be purchased with Gross Proceeds. In general, an investment is traded on an established securities market only if at any time during the 31-day period ending 15 days after the purchase date: (i) within a reasonable period of time after the sale, the price for an executed purchase or sale of

the investment (or information sufficient to calculate the sales price) appears in a medium that is made available to issuers of debt instruments, persons that regularly purchase or sell debt instruments (including a price provided only to certain customers or to subscribers), or persons that broker purchases or sales of debt instruments; (ii) there are one or more firm quotes for the investment (a firm quote is considered to exist when a price quote is available from at least one broker, dealer, or pricing service (including a price provided only to certain customers or to subscribers) for property and the quoted price is substantially the same as the price for which the person receiving the quoted price could purchase or sell the property; a price quote is considered to be available whether the quote is initiated by a person providing the quote or provided at the request of the person receiving the quote; the identity of the person providing the quote must be reasonably ascertainable for a quote to be considered a firm quote for this purpose; a quote will be considered a firm quote if the quote is designated as a firm quote by the person providing the quote or if market participants typically purchase or sell, as the case may be, at the quoted price, even if the party providing the quote is not legally obligated to purchase or sell at that price); or (iii) there are one or more indicative quotes for the investment (an indicative quote is considered to exist when a price quote is available from at least one broker, dealer, or pricing service (including a price provided only to certain customers or to subscribers) for property and the price quote is not a firm quote described in the prior clause). However, a maturity of a debt instrument is not treated as traded on an established market if at the time the determination is made the outstanding stated principal amount of the maturity that includes the debt instrument does not exceed \$100,000,000 (or, for a debt instrument denominated in a currency other than the U.S. dollar, the equivalent amount in the currency in which the debt instrument is denominated).

The Corporation agrees that an investment of Gross Proceeds in an External Commingled Fund shall be made only to the extent that such investment is made without an intent to reduce the amount to be rebated to the United States Government or to create a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the rebate or Yield restriction requirements not been relevant. An investment of Gross Proceeds shall be made in a Commingled Fund other than an External Commingled Fund only if the investments made by such Commingled Fund satisfy the provisions of this Section 4.4.

A single investment, or multiple investments awarded to a provider based on a single bid may not be used for funds subject to different rules relating to rebate or yield restriction.

The foregoing provisions of this Section 4.4 satisfy various safe harbors set forth in the Regulations relating to the valuation of certain types of investments. The safe harbor provisions of this Section 4.4 are contained herein for the protection of the Corporation, who has covenanted not to take any action to adversely affect the tax-exempt status of the interest on the Bond. The Corporation will contact Bond Counsel if it does not wish to comply with the provisions of this Section 4.4 and forego the protection provided by the safe harbors provided herein. Modifications to this Tax Agreement can be made in accordance with Section 7.10 hereof.

Section 4.5. Arbitrage Elections. Attached hereto as *Exhibit B* is a schedule of elections regarding certain matters with respect to arbitrage executed by the Issuer on the date hereof. The

elections, if any, made by the Issuer on *Exhibit B* are incorporated by reference as if made herein. The Issuer is making such elections, if any, at the direction of the Corporation.

Section 4.6. Additional Payments. In addition to the amounts provided in this Tax Agreement, the Corporation hereby agrees to deposit in the Rebate Fund for payment to the United States any amount for the Bond which under Section 148(f) of the Code and/or under the Regulations must be deposited in the Rebate Fund for payment to the United States with respect to the Bond under Section 148(f) of the Code under the Regulations, but which is not available under the Bond and Loan Agreement for transfer to the Rebate Fund for payment to the United States.

ARTICLE V

YIELD AND INVESTMENT LIMITATIONS; BANK QUALIFICATION

Section 5.1. Issue Price. The Series 2018A Bond is being treated as reissued for federal income purposes at par on the date hereof.

Section 5.2. Yield Limits. Except as provided in paragraph (a) and (b) all Gross Proceeds shall be invested at market prices and at a Yield (after taking into account any Yield Reduction Payments) not in excess of the Yield on the Bond.

The following may be invested without Yield restriction:

- (i) an amount not to exceed the lesser of \$100,000 or five percent of the Sale Proceeds;
- (ii) amounts invested in Qualified Tax Exempt Obligations (to the extent permitted by law and the Bond and Loan Agreement);
- (iii) amounts in the Rebate Fund;
- (iv) all amounts other than Sale Proceeds for the first 30 days after they become Gross Proceeds; and
- (v) all amounts derived from the investment of Sale Proceeds or investment earnings thereon for a period of one year from the date received.

Section 5.3. Continuing Nature of Yield Limits. Except as provided in Section 7.10, once moneys are subject to the Yield limits of Section 5.2 hereof, such moneys remain Yield restricted until they cease to be Gross Proceeds.

Section 5.4. Yield on the Bond and Loan Agreement. Payments under the Bond and Loan Agreement and will be due not later than the day and in the same amount as payments are due on the Bond. The earnings and profits of any temporary investments of amounts held under

the Bond and Loan Agreement, if any, will accrue to the Corporation, not to the Issuer. The Yield on the Bond and Loan Agreement, taking into account the Issuer's fee described in Section 5.5, does not exceed the Yield on the Bond by more than 1/8th of one percent.

Section 5.5. Other Payments Relating to the Bond. Except for (a) the payments under the Bond and Loan Agreement as described above, (b) fees and expenses of the Bond Registrar (as defined in the Bond and Loan Agreement), the paying agent (as referenced in the Bond and Loan Agreement), (c) an Issuer's fee of \$_____, (d) fees for Issuer's counsel in the amount of \$_____ and (e) fees for the financial advisor in the amount of \$_____, no consideration, in cash or in kind, is being or will be paid by any person to any person in connection with or relating to issuing, carrying or redeeming the Bond or issuing, carrying or repaying the Corporation's obligations under the Bond and Loan Agreement.

Section 5.6. Federal Guarantees. Investments of Gross Proceeds shall not be made in (a) investments constituting obligations of or guaranteed, directly or indirectly, by the United States (except obligations of the United States Treasury or investments in obligations issued pursuant to Section 21B(d)(3) of the Federal Home Loan Bank Act, as amended (*e.g.*, Refcorp Strips)); or (b) federally insured deposits or accounts (as defined in Section 149(b)(4)(B) of the Code). Except as otherwise permitted in this Section and the Regulations, no portion of the payment of principal or interest on the Bond or any credit enhancement or liquidity device relating to the foregoing is or will be guaranteed, directly or indirectly (in whole or in part), by the United States (or any agency or instrumentality thereof) including a lease, incentive payment, research or output contract or any similar arrangement, agreement or understanding with the United States or any agency or instrumentality thereof. No portion of the Gross Proceeds has been or will be used to make loans the payment of principal or interest with respect to which is or will be guaranteed (in whole or in part) by the United States (or any agency or instrumentality thereof). Neither this Section nor Section 5.7 applies to any guarantee by the Federal Housing Administration, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, the Student Loan Marketing Association or the Bonneville Power Administration pursuant to the Northwest Power Act (16 U.S.C. 839d) as in effect on the date of enactment of the Tax Reform Act of 1984.

Section 5.7. Investments After the Expiration of Temporary Periods, Etc. Amounts not subject to yield restriction only because they are described in Section 5.2 may not be invested in (i) federally insured deposits or accounts (as defined in Section 149(b)(4)(B) of the Code) or (ii) investments constituting obligations of or guaranteed, directly or indirectly, by the United States (except obligations of the United States Treasury or investments in obligations issued pursuant to Section 21B(d)(3) of the Federal Home Loan Bank Act, as amended (*e.g.*, Refcorp Strips)).

ARTICLE VI

PROGRAM COVENANTS

The Bond is being reissued by the Issuer as part of its program to finance educational facilities operated by nonprofit corporations that are organizations described in Section 501(c)(3) of the Code and are exempt from federal income taxation under Section 501(a) of the Code, which organizations are engaged in trades or businesses that are related to their exempt purposes ("*501(c)(3) Organizations*"). In carrying out its Program, the Issuer acquires obligations of 501(c)(3) Organizations ("*Acquired Program Obligations*") to carry out the governmental purposes of bonds issued by the Issuer. At least 95 percent of all Acquired Program Obligations acquired under the Program, by amount of cost, are evidences of loans to 501(c)(3) Organizations. At least 95 percent of all amounts received by the Issuer with respect to Acquired Program Obligations will be used for one or more of the following purposes: to pay principal, interest or redemption premium on obligations issued by the Issuer in pursuance of the Program; to pay, or reimburse the Issuer for payment of, administrative costs of obligations issued pursuant to the Program or of the Program and anticipated future losses directly related to the Program; to make additional loans for the same general purposes of the Program; or to redeem and retire Issuer obligations at the next earliest possible date of redemption. Neither the Corporation nor any Related Person to the Corporation will purchase the Issuer's obligations in any amount related to the amount of obligations so acquired by the Issuer under the Bond and Loan Agreement.

ARTICLE VII

MISCELLANEOUS

Section 7.1. Project Certificate. The Corporation covenants that it will take all actions within its control that may be necessary to cause all representations and covenants in the Project Certificate with respect to future events to be true.

Section 7.2. Termination; Interest of Issuer in Rebate Fund. This Tax Agreement shall terminate at the later of (a) 75 days after the later of the date the Bond, the Prior Bonds or the Original Bonds have been fully paid and retired, (b) the date on which all amounts remaining on deposit in the Rebate Fund, if any, shall have been paid to or upon the order of the United States and payments, if any, required to satisfy the Rebate Provisions of the Code have been made to the United States. Notwithstanding the foregoing, the provisions of Sections 4.3, 4.4(c) and Section 7.11 shall not terminate until the third anniversary of the date the Bond is fully paid and retired.

The parties hereto recognize that amounts, if any, on deposit in the Rebate Fund are held for payment to the United States Treasury. The foregoing notwithstanding, the Corporation and the Issuer shall be deemed to have an interest in such amounts to the extent such amounts represent amounts available to satisfy the obligation of the Issuer and the Corporation to rebate certain amounts to the United States Treasury.

Section 7.3. Separate Issue. Since May 1, 2019 neither the Issuer, the Corporation nor any Related Person to either entity has sold any obligations other than the Bond that is reasonably expected to be paid out of substantially the same source of funds as the Bond. Neither the Issuer, the Corporation nor any Related Person to either entity will sell within 15 days after the date hereof any obligations other than the Bond that are reasonably expected to be paid out of substantially the same source of funds as the Bond.

Section 7.4. IRS Form 8038. The information contained in the Information Return for Tax-Exempt Private Activity Bond Issues, Form 8038, set forth as or referenced in *Exhibit C* attached hereto is true and complete. The Issuer will file Form 8038 (and all other required information reporting forms) in a timely manner.

Section 7.5. Purchase of Bond by Issuer. The Issuer will not purchase any of the Bond except to cancel such Bond.

Section 7.6. First Call Date Limitation. The period between the date of Closing and the first call date of the Bond is not more than 10-1/2 years.

Section 7.7. Registered Form. Each of the Issuer and the Corporation recognizes that Section 149(a) of the Code requires the Bond to be issued and to remain in fully registered form in order that interest thereon be exempt from federal income taxation under laws in force at the time the Bond is delivered. In this connection, each of the Issuer and the Corporation agrees that it will not take any action to permit the Bond to be issued in, or converted into, bearer or coupon form.

Section 7.8. First Amendment. Each of the Issuer and the Corporation acknowledges and agrees that it will not use, or allow the Prior Project to be used, in a manner that is prohibited by the Establishment of Religion Clause of the First Amendment to the Constitution of the United States of America or by any comparable provisions of the Constitution of the State of Illinois.

Section 7.9. Future Events. Each the Issuer and the Corporation acknowledge that any changes in facts or expectations from those set forth herein may result in different Yield restrictions or rebate requirements from those set forth herein and in the memorandum of Bond Counsel attached hereto as *Exhibit A*. The Issuer shall promptly contact Bond Counsel if such changes do occur.

Section 7.10. Permitted Changes; Opinion of Bond Counsel. The Yield restrictions contained in Section 5.2 or any other restriction or covenant contained herein need not be observed or may be changed if such nonobservance or change will not result in the loss of any exemption for the purpose of federal income taxation to which interest on the Bond is otherwise entitled and the Issuer and the Corporation receive an opinion of Bond Counsel to such effect.

Section 7.11. Record Retention. The Issuer, and the Corporation will each maintain sufficient records to demonstrate compliance with all covenants set forth herein, to support the continued exclusion of interest paid on the Bond from federal income taxation and to show that

all tax returns related to the Bond submitted or required to be submitted to the Internal Revenue Service are correct and timely filed. Such records shall include but are not limited to: basic records relating to the Bond transaction (including this Tax Agreement, the Bond Ordinance, the Bond and Loan Agreement and the Bond Counsel opinion); documentation evidencing the expenditure of Bond proceeds; documentation evidencing the use of Bond-financed property by public and private entities (including, copies of leases, management contracts and research agreements); documentation evidencing all sources of payment or security for the Bond; and documentation pertaining to any investment of Bond proceeds (including the information required under Section 4.3 and Section 4.4 hereof and in particular information related to the purchase and sale of securities, SLGS subscriptions, yield calculations for each class of investments if any, actual investment income received from the investment of proceeds, guaranteed investment contracts and documentation of any bidding procedure related thereto and any fees paid for the acquisition or management of investments and any rebate calculations). Such records shall be kept for at least as long as the Bond is outstanding, plus the period ending three years after the latest of the final payment date of the Bond or the final payment date of any obligations or series of obligations issued to refund directly or indirectly all or any portion of the Bond or for such longer period as may be required by this Tax Agreement.

Section 7.12. Severability. If any clause, provision or section of this Tax Agreement is ruled invalid by any court of competent jurisdiction, the invalidity of such clause, provision or section shall not affect any of the remaining clauses, sections or provisions hereof.

Section 7.13. Counterparts. This Tax Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 7.14. Notices. All notices, demands, communications and requests which may or are required to be given hereunder or by any party hereto shall be deemed given on the date on which the same shall have been mailed to the addresses and by the methods set forth in the Indenture.

Section 7.15. Successors and Assigns. The terms, provisions, covenants and conditions of this Tax Agreement shall bind and inure to the benefit of the respective successors and assigns of the parties to the Tax Agreement.

Section 7.16. Headings. The headings of this Tax Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Tax Agreement.

Section 7.17. Governing Law. This Tax Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

Section 7.18. Expectations. The undersigned have reviewed the facts, estimates and circumstances presented by the Corporation and other persons in existence on the date of issuance of the Bond. Such facts, estimates and circumstances, together with the expectations of the Issuer and the Corporation as to future events, are set forth in summary form in this Tax Agreement. Such facts and estimates are true and are not incomplete in any material respect. On

the basis of the facts and estimates contained herein and in the Project Certificate, the undersigned have adopted the expectations contained herein. On the basis of such facts, estimates, circumstances and expectations, it is not expected that Sale Proceeds, investment earnings thereon or any other moneys or property will be used in a manner that will cause the Bond to be an arbitrage bond within the meaning of the Rebate Provisions and the Regulations. Such expectations are reasonable and there are no other facts, estimates and circumstances that would materially change such expectations. To the extent the Issuer is relying on the representations, expectations and covenants of the Corporation, it is reasonable and prudent for the Issuer to do so.

Section 7.19. Approving Opinions. The Issuer and the Corporation acknowledge that they understand (a) there are a number of places in the Bond and Loan Agreement that require the receipt of an Opinion of Bond Counsel (as defined in the Bond and Loan Agreement) or Opinion of Counsel (as defined in the Bond and Loan Agreement) and (b) Chapman and Cutler LLP may not be in a position to render an Opinion of Bond Counsel or Opinion of Counsel in each instance that it is required.

Section 7.20. Covenant Agreement. The Issuer and the Corporation hereby acknowledge that they understand that the Series 2018A Purchaser (who also holds the Bond) and the Corporation are parties to the Covenant Agreement. The Corporation hereby acknowledges that it has covenanted in this Tax Agreement that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Bond) if taking, permitting or omitting to take such action would cause the Bond to be an arbitrage bond within the meaning of the Code or would otherwise cause the interest on the Bond to be included in the gross income of the recipients thereof for federal income tax purposes.

The Corporation hereby acknowledges that certain amendments to the Covenant Agreement or entering into a new covenant agreement may cause interest on the Bond to be included in the gross income of the recipients thereof for federal income tax purposes. In addition, the Corporation hereby acknowledges that establishing certain funds or accounts under other financing agreements, lines of credit or instruments with the Series 2018A Purchaser (or with another Person) could create pledged funds for the Bond that would be subject to yield restriction and rebate if such provisions also apply to the Bond. The Corporation hereby agrees not to amend, modify or supplement the provisions of the Covenant Agreement if such changes would adversely impact the exemption from federal income taxation to which interest on the Bond is otherwise entitled.

The Issuer and the Corporation acknowledge that under Sections 2.4(a) and 2.6, certain payments may be made to the Series 2018A Purchaser (who also holds the Bond). Before a payment is made by the Corporation under such Section, the Corporation will endeavor to obtain an Opinion of Bond Counsel that such payment by the Corporation does not adversely affect the exclusion of the interest on the Bond from gross income for federal income tax purposes. The Corporation and the Issuer (in the case of the Issuer, only upon the sole direction and at the sole expense of the Corporation and, if applicable, full indemnification by the Corporation of the Issuer in accordance with the Bond and Loan Agreement), covenant to take such actions as may

be necessary and possible so that such payment does not adversely affect the exclusion of interest on the Bond from gross income for federal income tax purposes. In the event such an opinion cannot be obtained or delivered by nationally recognized bond counsel within 30 days from the date the Corporation are notified such payment is due, nothing herein shall prevent such payment from then being made by the Corporation in the amount and manner required by the Covenant Agreement.

Section 7.21. Remedial Actions. The Corporation hereby (i) acknowledges that the disposition and certain uses of the Prior Project may require remediation in accordance with Regulations Section 1.141-12, 1.142-2, 1.144-2, 1.145-2 or other applicable regulation, (ii) covenants to track the use and disposition of all of the Prior Project as required by the Code and Regulations and to comply with the remediation requirements of Regulations Section 1.141-12, 1.142-2, 1.144-2, 1.145-2 or other applicable regulation and (iii) acknowledges that the Issuer will rely on the establishment of the covenants set forth in this Section 7.21, and the Corporation's compliance with those covenants as the establishment by the Issuer and the Corporation of written procedures to comply with the remediation requirements of the Code and the Regulations.

Section 7.22. Post-Issuance Compliance Policy. The Issuer and the Corporation acknowledge that the Internal Revenue Service encourages issuers of tax-exempt bonds and borrowers of the proceeds of tax-exempt bonds to adopt written post-issuance compliance policies in addition to its bond documents, and provides certain potential benefits to issuers and borrowers that do so. For example, a post-issuance compliance policy, at a minimum, may specify the official(s) with responsibility for monitoring compliance, a description of the training provided to such responsible official(s) with regard to monitoring compliance, the frequency of compliance checks (must be at least annual), the nature of the compliance activities required to be undertaken, the procedures used to timely identify and elevate the resolution of a violation when it occurs or is expected to occur, procedures for the retention of all records material to substantiate compliance with the applicable federal tax requirements, and an awareness of the availability of Internal Revenue Service's voluntary closing agreement program and other remedial actions to resolve violations. Generally, a reference to reliance on the bond documents, without more, will not qualify as sufficient written procedures for these purposes.

DATED: _____, 2019

THE VILLAGE OF ROMEOVILLE,
WILL COUNTY, ILLINOIS

By _____
Village Manager

LEWIS UNIVERSITY

By _____
President

By _____
Senior Vice President & Chief Financial
Officer

MEMORANDUM

EXHIBIT A

TO: The Village of Romeoville, Will County, Illinois
Lewis University

DATE: _____, 2019

Re: \$ _____
Village of Romeoville, Will County, Illinois
Revenue Refunding Bond
(Lewis University), Series 2018A

We have acted as Bond Counsel in connection with the issuance on this date of the above-referenced Bond (the "*Bond*"). In a Tax Exemption Certificate and Agreement delivered by each of you on this date (the "*Tax Agreement*"), you have agreed to comply with the arbitrage rebate requirements of Section 148 of the Internal Revenue Code of 1986. The purpose of this memorandum is to set out generally the rules that you must follow to comply with the Tax Agreement. This memorandum does not describe how to actually compute the amount to be rebated to the United States, and due to the complexity involved, the computation will, in all likelihood, require consultation with an expert.

The Internal Revenue Service has issued regulations relating to arbitrage and rebate matters. This memorandum is based upon these regulations, which are subject to change in the future. Such changes may require future recalculation of rebate amounts. For these reasons, it is very important for you and your tax advisors to keep abreast of developments in this area.

The following advice is based on factual information contained in the Tax Agreement. If the facts or expectations stated therein change, please call us to determine whether this results in a change in the following rules. Please note that the rules governing permissible Yield on investments set forth in the Tax Agreement are in addition to the rebate rules and, although you might be allowed to earn a Yield in excess of Bond Yield under the yield rules, such excess may still be required to be rebated. In some cases, the payment of rebate may assist in compliance with the Yield restriction requirements. Thus, rebate compliance and Yield restriction compliance may operate together rather than independently. In any case, rebate compliance is essential to the maintenance of tax exemption of the Bond even if no amounts are subject to yield restriction. Terms not defined herein shall have the meanings set forth in the Tax Agreement.

General Rule. Except in the case of certain exceptions and elections as summarized below, every five years and at the final retirement of all of the Bond you must compute and pay

(as described below) to the United States the difference (the “*Excess Earnings*”) between the amount earned on all investments and reinvestments of “Gross Proceeds” (as defined in the Tax Agreement and listed on *Exhibit D* to the Tax Agreement) of the Bond (“*Actual Earnings*”) and the amount that would have been earned if Gross Proceeds had been invested at Bond Yield (the “*Allowable Earnings*”). Earnings to be taken into account are *not* determined under normal tax accounting principles. In addition to taking into account earnings received (either actually or constructively), receipts with respect to investments that have not been liquidated are computed by assuming that such investments are, in essence, converted to cash as of each computation date (as such dates are described below). The “cash value” of investments determined in this manner is subject to many special rules. Under many circumstances, the “market value” of an investment may be used. The application of these rules is complex and requires a comprehensive understanding of the rebate regulations.

To properly plan for the eventual payment of rebate to the United States, we suggest that you make annual calculations estimating rebate liability. The Tax Agreement refers to a “rebate fund” into which you may also wish to deposit annual estimates of rebate liability so that the payment to the United States may be made from amounts set aside. Federal tax law does *not*, however, require such set asides. In any event, we strongly encourage you to make an annual estimate of the rebate liability. The calculations can be lengthy and often produce surprising results. Experience in operating our rebate calculation service indicates that the calculation is far more difficult as the period of time for which the calculation is being performed increases.

Phantom Income. With certain exceptions, amounts paid for administrative costs are not treated as increasing earnings for purposes of rebate calculations. Administrative costs that do not increase earnings are reasonable, direct administrative costs, other than carrying costs, and generally include brokerage commissions for the purchase of investment agreements and separately stated brokerage or selling commissions, but not legal and accounting fees, record keeping, custody, and similar costs and expenses. The Regulations provide a safe harbor for determining that a broker’s fee for the purchase of an investment agreement is reasonable.

Computation Dates. Each calculation of Excess Earnings should be made as of a “Computation Date.” The Computation Date should be the same date in each calendar year (except that the final Computation Date should be the date on which all of the Bond is actually retired). As indicated above, a Computation Date is required at least every five years. The first Computation Date must be on or before the fifth anniversary of the issuance of the Bond. Each Computation Date, other than the final Computation Date, is the end of a bond year. A bond year ends on any date within one year of the issuance of the Bond that you choose. If you do not choose an ending date for a bond year, it will be the anniversary date of the issuance of the Bond.

Excess Earnings on a fixed yield issue are determined by comparing Actual Earnings as of a Computation Date with Allowable Earnings as of the same date. Allowable Earnings are based on the Bond Yield as of such Computation Date. Bond Yield may change, but for reasons described below under “Bond Yield” it is unlikely to change over the life of the Bond. If Bond Yield decreases as of a particular Computation Date, rebate (or additional rebate) may be due with respect to investments that have previously matured and the proceeds thereof spent.

Except as provided below, on a variable yield issue, Excess Earnings are computed for the period of time between Computation Dates (or from the date of issue of the Bond in the case of the first Computation Date) by calculating Allowable Earnings based on Bond Yield for that period of time and comparing it with Actual Earnings for the same period. Once calculated for each such period, rebate for that period cannot change—*i.e.*, a snapshot for that period is taken and it never changes. Prior to the first date on which a rebate payment is required, you may choose to treat the end of any bond year as a Computation Date for purposes of the snapshot approach. After such date, you must consistently treat either the end of each bond year or the end of each fifth bond year as Computation Dates, and you may not change these Computation Dates after the first required rebate payment date.

Bond Yield. For fixed yield issues, generally Bond Yield is calculated based upon expected payments of principal of and interest on the Bond (including amounts treated as interest). Bond Yield on a fixed Yield issue is generally not required to be recalculated after the date of issuance except under certain limited circumstances. Generally, recomputation is required upon changes in hedging transactions (*e.g.*, purchase or termination of a swap or cap agreement associated with the Bond) or the transfer of rights associated with the Bond (*e.g.*, sale of a call option). The actual rules for computing Bond Yield are quite complex, and if Bond Yield must be calculated or recalculated, an expert should be consulted.

For variable Yield issues, as discussed above, Bond Yield is computed as of each Computation Date for the period from the prior Computation Date (or from the date of issue of the Bond in the case of the first Computation Date) to the current Computation Date, and it is based upon (i) the actual payments of principal and interest on the Bond (including amounts treated as interest) and (ii) the assumed receipt on such date of an amount equal to the value of the outstanding Bond. As with the calculation of yield on a fixed yield issue, the actual rules for computing Bond Yield are quite complex and an expert should be consulted.

Generally, upon conversion of a variable Yield issue to a fixed Yield issue, the Yield on the issue after the conversion date will be calculated under the fixed Yield rules discussed above. Certain special rules and elections apply upon such a conversion and an expert should be consulted.

For variable yield issues, you may select the Computation Dates, using all information available, so as to minimize rebate liability. Such selection may be made at any time up to the first required payment date (generally 5 years after the date of issue). Periods as short as one year or as long as five years may be selected. Following the selection, all subsequent periods must be one year or five years periods. Use of shorter periods does not accelerate rebate liability.

Gross Proceeds. Based upon the facts and expectations presented in the Tax Agreement, the Gross Proceeds are all moneys and investments in the funds and accounts (regardless of where held) listed on *Exhibit D* to the Tax Agreement. If, contrary to the expectations described in the Tax Agreement, moneys or investments are pledged or otherwise set aside for payment of principal of or interest on the Bond, such amounts may also constitute Gross Proceeds.

Universal Cap. Gross Proceeds will cease to be allocated to the Bond (and will therefore be treated as if spent) to the extent that the amount of Gross Proceeds exceeds the outstanding amount of the Bond (the “*Universal Cap*”). Although special rules are applicable in the case of discount bonds, the outstanding amount of bonds is roughly equal to the outstanding principal amount. Generally, but not always, the market value of investments is used to test the amount of Gross Proceeds. The Universal Cap may cause allocations on the second anniversary of the issue date and as of the first day of each bond year thereafter.

Commingled Funds. Funds allocated to two or more issues, or containing amounts that are not gross proceeds of the Bond and amounts that are gross proceeds of the Bond (including, for example, parity reserve funds) in which amounts are invested collectively without regard to source of funds must be treated as commingled funds. Investment earnings on commingled funds must be allocated to the Gross Proceeds of the Bond according to a consistently applied reasonable ratable allocation method. Such method, for example, may be based on average daily balances. Investments in commingled funds must be valued annually to properly allocate unrealized gain or loss to the Gross Proceeds of the Bond. This mark to market requirement will not apply if the weighted average maturity of all investments held in the commingled fund during a particular fiscal year does not exceed 18 months and does not apply to commingled debt service and debt service reserve funds.

Six-Month Exception to the General Rule. If all Gross Proceeds (including earnings thereon) are spent within six months of the date the Bond is issued, other than amounts deposited in a reasonably required reserve fund or a bona fide debt service fund, no rebate is required except as described below in the case of an issue secured by a reasonably required reserve fund or in the case of unexpected Gross Proceeds arising after the date of Closing. If all proceeds (including earnings thereon) required to be spent are so spent within this six-month period, except for 5 percent of the Bond proceeds, and you spend the 5 percent (plus earnings thereon), within one year from the Closing, no rebate is required except as described below in the case of an issue secured by a reasonably required reserve fund. If the Bond is secured by a reasonably required reserve fund, rebate is required on the reserve fund from the date the Bond is issued, but not on other funds. To qualify for the six-month exception, there must be no other amounts that are treated as Gross Proceeds of the Bond other than a reasonably required reserve or replacement fund or a bona fide debt service fund. Even if you qualify for this exception, you may have to rebate with respect to any amounts that arise or are pledged to the payment of the Bond at a later date.

Qualified Tax-Exempt Obligation Exception to the General Rule. To the extent that any gross proceeds are invested in Qualified Tax Exempt Obligations (as defined in Article I of the Tax Agreement, generally not including as Qualified Tax-Exempt Obligations those obligations subject to the individual alternative minimum tax), the earnings thereon would not be considered when calculating Excess Earnings. To the extent that 100% of gross proceeds are continually invested in Qualified Tax Exempt Obligations, there would be no rebate requirement.

Investment of Rebate Fund and Other Funds. Investments of moneys in the Rebate Fund and any other fund must be made in arm’s-length transactions in a manner that does not reduce the amount to be rebated to the United States. Investment decisions (other than the decision to

invest in Qualified Tax Exempt Obligations to avoid rebate) must be made on the basis of normal investment criteria of safety, Yield, and when the money will be needed. All interest rates and yields must be market rates and yields. Money must not be allowed to remain uninvested except for small amounts or for short periods of time, as provided in Section 4.4 of the Tax Agreement. Specific rules exist for certificates of deposit and investment agreements (including repurchase agreements) as set forth in Section 4.4 of the Tax Agreement.

Rebate Payments. Within 60 days after the Computation Date that is the end of the fifth bond year and every fifth bond year thereafter, at least 90% of the Excess Earnings and all earnings on the Excess Earnings (net of an appropriate credit which depends on whether unexpended Gross Proceeds continue to exist) must be paid to the United States. Within 60 days of final payment of all principal and interest on the Bond to the holders of the Bond, all Excess Earnings and all earnings on the Excess Earnings (net of the credit) must be paid to the United States. All payments to the United States must be mailed to the address provided in the instructions to Form 8038-T or such other form specified by the Internal Revenue Service. Form 8038-T or such other form specified by the Internal Revenue Service must be signed by the Issuer.

EXHIBIT B

SCHEDULE OF ELECTIONS

With regard to the above-referenced issue (the “*Bond*”), the above-referenced issuer (the “*Issuer*”) hereby makes the elections indicated below with an “X”. Any election below that has not been marked with an “X” has *not* been made in this Schedule of Elections:

A. Election to Waive Temporary Periods or Reasonably Required Reserve or Replacement Fund

☐ The Issuer hereby waives under Treas. Reg. Section 1.148-2(h) or Treas. Reg. Section 1.148-9(g) its right to invest amounts in the following funds or accounts in higher yielding investments:

This waiver applies to any exceptions to Yield restriction that might otherwise apply to such amounts for a temporary period or as part of a reasonably required reserve fund. *This election is being made on or before the issue date of the Bond.*

B. Waiver of Minor Portion

☐ The Issuer hereby waives under Treas. Reg. Section 1.148-2(h) or Treas. Reg. Section 1.148-9(g) described below its right to invest amounts in the funds or accounts described below in higher yielding investments as a result of any available minor portion.

This waiver may be made at any time.

C. Election to Treat Portions of the Issue Separately

☐ The Issuer hereby elects under Section 148(f)(4)(C)(v) of the Internal Revenue Code of 1986 (the “*Code*”), and Treas. Reg. Section 1.148-7(j)(1) to treat a portion of the issue (the “*Construction Portion*”) with an issue price of \$_____ (which portion contains 100 percent of the Bond to be used for construction expenditures, plus an amount for non-construction expenditures, not to exceed 25 percent of the entire Construction Portion, with respect to property owned by a governmental unit or a Section 501(c)(3) organization and the

entire remaining portion of the Bond other than the portion of the Bond being used for refunding purposes as separate issues for purposes of Section 148(f)(4)(C) of the Code and Treas. Reg. Section 1.148-7(e). The Issuer reasonably expects, as of this date, that the construction portion will finance all of the construction expenditures to be financed by the Bond. *This election is being made on or before the issue date of the Bond.*

D. Election to Rebate on Earnings on Reserve

☐ The Issuer hereby elects under Section 148(f)(4)(C)(vi)(IV) of the Internal Revenue Code of 1986 (the “Code”), and Treas. Reg. Section 1.148-7(i)(2) to exclude from available construction proceeds earnings on the _____ (a reasonably required reserve or replacement fund) and apply the rebate requirements of Section 148(f)(2) of the Code to such earnings. *This election is being made on or before the issue date of the Bond.*

E. Election-Out of Reasonable Expectations

☐ The Issuer hereby elects under Treas. Reg. Section 1.148-7(f)(2) to apply the provisions of Treas. Reg. Sections 1.148-7(e) through 1.148-7(m), relating to the two-year construction expenditure rule based on actual facts rather than based on the Issuer’s reasonable expectations. *This election is being made on or before the issue date of the Bond (except in the case of certain in pooled financings).*

F. Election to Pay Penalty Instead of Rebate (the “1.5 Percent Penalty”)

☐ The Issuer hereby irrevocably elects under Section 148(f)(4)(C)(vii) of the Internal Revenue Code of 1986, and Treas. Reg. Section 1.148-7(k) to pay a 1.5 Percent Penalty in lieu of rebate. *This election is being made on or before the issue date of the Bond (except in the case of certain pooled financings).*

G. Election to Terminate 1.5 Percent Penalty After the End of the Initial Temporary Period

☐ Under Section 148(f)(4)(C)(viii) of the Internal Revenue Code of 1986 (the “Code”), and Treas. Reg. Section 1.148-7(l)(1), the Issuer hereby irrevocably elects to terminate (and pay a three percent penalty in lieu thereof) the 1.5 Percent Penalty previously elected under Section 148(f)(4)(C)(vii) of the Code and Treas. Reg. Section 1.148-7(k). *This election is being made not later than 90 days after the earlier of the end of the initial temporary period or the date on which construction is substantially completed.*

H. Election to Terminate the 1.5 Percent Penalty Before the End of the Initial Temporary Period

☐ Under Section 148(f)(4)(C)(ix) of the Internal Revenue Code of 1986 (the “Code”), and Treas. Reg. Section 1.148-7(l)(2), the Issuer hereby irrevocably elects to terminate (and pay the three percent penalty in lieu thereof) the 1.5 Percent Penalty previously elected under Section 148(f)(4)(C)(vii) of the Code and Treas. Reg. Section 1.148-7(k). The amount of

available construction proceeds that will not be spent for the governmental purposes of the issue is equal to \$ _____. *This election is being made before the close of the initial temporary period and not later than 90 days after construction was substantially completed.*

I. Election to Treat Certain Bonds as Part of Separate Issues.

☐ The issuer hereby allocates bonds to particular uses under Treas. Reg. Section 1.150-1(c)(3), so as to treat the following portion of the Bond as part of separate issues for purposes of Sections 103, 141 through 150 of the Code, other than Sections 141, 144(a), 148, 149(d) and 149(g):

Purpose 1:

Description of Bond:

Purpose 2:

Description of Bond:

The aggregate proceeds, investments will be allocated between each of the separate issues, using a reasonable consistently applied allocation method, as follows:

Each of the separate issues finance a separate purpose, and the portion of Bond of each portion would have been tax exempt if sold as a separate issue. The aggregate proceeds, investments, and bonds have been allocated between each of the separate issues using a reasonable, consistently applied allocation method, which does not achieve more favorable results under sections 103 and 141 to 150 than could be achieved with actual separate issues. If any portion of the Bond is a refunding bond, the allocations described above meet the rules of Treas. Reg. Section 1.148-9(h). *All allocations under this election have been made in writing on or before the issue date.*

All terms not defined herein shall have the same meaning as in the Tax Exemption Certificate and Agreement with respect to the Bond, to which this exhibit is attached.

No elections made.

[Authorized Representative of Issuer]

EXHIBIT C

[FORM 8038]

[TO BE ATTACHED]

EXHIBIT D

GROSS PROCEEDS*

Any future pledged funds created, as described in Section 7.20 of this Tax Agreement

* If, contrary to the expectations described in the Tax Agreement, moneys or investments are pledged or otherwise set aside for payment of principal of or interest on the Bond, any amounts are derived from the sale of any right that is part of the terms of a Bond or is otherwise associated with a Bond (*e.g.*, a redemption right), or the Issuer enters into any agreement to maintain certain levels of types of assets for the benefit of a holder of a bond or any credit enhancement with respect to the Bond, such amounts may also constitute gross proceeds. Further, if any Bond-financed property is sold or otherwise disposed of, contrary to the expectations described in the Tax Agreement, any amounts received from such sale or other disposition may also constitute gross proceeds.