

# REPORT OF RECEIPTS AND DISBURSEMENTS

For An Authorized Committee  
(Summary Page)

RECEIVED  
FEC MAIL ROOM

2001 MAR 14 P 1:29

1. NAME OF COMMITTEE (in full) Friends of Tim Johnson		2. FEC IDENTIFICATION NUMBER C00350421
ADDRESS (number and street) <input type="checkbox"/> Check if different than previously reported. 905 S. Neil	3. IS THIS REPORT AN AMENDMENT? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
CITY, STATE and ZIP CODE Champaign, IL 61820	STATE/DISTRICT IL 15	

### 4. TYPE OF REPORT

- |   |  |
|---|--|
| <input type="checkbox"/> April 15 Quarterly Report<br><input type="checkbox"/> July 15 Quarterly Report<br><input type="checkbox"/> October 15 Quarterly Report<br><input type="checkbox"/> January 31 Year End Report<br><input type="checkbox"/> July 31 Mid-Year Report (Non-election Year Only) | <input checked="" type="checkbox"/> 12 Day Pre-Election Report for the <u>Primary</u><br>(Type of Election)<br>election on <u>11/07/2000</u> in the State of <u>IL</u><br><br><input type="checkbox"/> 30-Day Post-Election Report following the General Election on _____<br>in the State of _____<br><br><input type="checkbox"/> Termination Report |
|---|--|

This report contains activity for  Primary Election  General Election  Special Election  Runoff Election

### SUMMARY

5. Covering Period <u>01/01/2000</u> through <u>03/01/2000</u>	COLUMN A This Period	COLUMN B Calendar Year-to-date
6. Net Contributions (other than loans)		
(a) Total Contributions (other than loans) (from Line 11(a))	\$119,786.00	\$119,786.00
(b) Total Contribution Refunds (From Line 20(d))	\$0.00	\$0.00
(c) Net Contributions (other than loans) (subtract Line 6(b) from 6(a))	\$119,786.00	\$119,786.00
7. Net Operating Expenditures		
(a) Total Operating Expenditures (from Line 17)	\$252,113.16	\$252,113.16
(b) Total Offsets to Operating Expenditures (from Line 14)	\$0.00	\$0.00
(c) Net Operating Expenditures (Subtract Line 7(b) from 7(a))	\$252,113.16	\$252,113.16
8. Cash on Hand at Close of Reporting Period (from Line 27)	\$106,983.92	
9. Debts and Obligations Owed TO the Committee (itemize all on Schedule C and/or Schedule D)	\$0.00	
10. Debts and Obligations Owed BY the Committee (itemize all on Schedule C and/or Schedule D)	\$200,000.00	

For further information:  
Federal Election Commission  
989 E Street, NW  
Washington, DC 20463  
Toll Free 800-424-9530  
Local 202-694-1100

I certify that I have examined this Report and to the best of my knowledge and belief it is true, correct and complete.

Type or Print Name of Treasurer Jim Bray	
Signature of Treasurer 	Date 2/24/01

NOTE: Submission of false, erroneous, or incomplete information may subject the person signing this Report to penalties of 2 U.S.C. §437g.

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**FEC FORM 3**  
(Revised 4/97)

**Detailed Summary Page**  
of Receipts and Disbursements  
(Page 2, FEC FORM 3)

Name of Committee (in full) Friends of Tim Johnson	Report Covering the Period:	
	From:	To:
	01/01/2000	03/01/2000
I. RECEIPTS	Column A Total This Period	Column B Calendar Year-To-Date
<b>11. CONTRIBUTIONS (other than loans) FROM:</b>		
(a) Individuals/Persons Other Than Political Committees		
(i) Itemized (Use Schedule A)	\$83,329.00	
(ii) Unitemized	\$14,957.00	
(iii) Total of contributions from Individual	\$98,286.00	\$98,286.00
(b) Political Party Committees	\$0.00	\$0.00
(c) Other Political Committees (such as PACs)	\$21,500.00	\$21,500.00
(d) The Candidate	\$0.00	\$0.00
(e) TOTAL CONTRIBUTIONS (other than loans)(add 11(a)(iii), (b), (c) and (d))	\$119,786.00	\$119,786.00
<b>12. TRANSFERS FROM OTHER AUTHORIZED COMMITTEES</b>	\$0.00	\$0.00
<b>13. LOANS:</b>		
(a) Made or Guaranteed by the Candidate	\$200,000.00	\$200,000.00
(b) All Other Loans	\$0.00	\$0.00
(c) TOTAL LOANS (add 13(a) and (b))	\$200,000.00	\$200,000.00
<b>14. OFFSETS TO OPERATING EXPENDITURES (Refunds, Rebates, etc.)</b>	\$0.00	\$0.00
<b>15. OTHER RECEIPTS (Dividends, Interest, etc.)</b>	\$0.00	\$0.00
<b>16. TOTAL RECEIPTS (add 11(e), 12, 13(c), 14 and 15)</b>	\$319,786.00	\$319,786.00
<b>II. DISBURSEMENTS</b>		
<b>17. OPERATING EXPENDITURES</b>	\$252,113.16	\$252,113.16
<b>18. TRANSFERS TO OTHER AUTHORIZED COMMITTEES</b>	\$0.00	\$0.00
<b>19. LOAN REPAYMENTS:</b>		
(a) Of Loans Made or Guaranteed by the Candidate	\$0.00	\$0.00
(b) Of All Other Loans	\$0.00	\$0.00
(c) TOTAL LOAN REPAYMENTS (add 19(a) and (b))	\$0.00	\$0.00
<b>20. REFUNDS OF CONTRIBUTIONS TO:</b>		
(a) Individuals/Persons Other Than Political Committees	\$0.00	\$0.00
(b) Political Party Committees	\$0.00	\$0.00
(c) Other Political Committees (such as PACs)	\$0.00	\$0.00
(d) TOTAL CONTRIBUTION REFUNDS (add 20(a), (b) and (c))	\$0.00	\$0.00
<b>21. OTHER DISBURSEMENTS</b>	\$0.00	\$0.00
<b>22. TOTAL DISBURSEMENTS (add 17, 18, 19(c), 20(d) and 21)</b>	\$252,113.16	\$252,113.16
<b>III. CASH SUMMARY</b>		
<b>23. CASH ON HAND AT BEGINNING OF REPORTING PERIOD</b>		\$39,311.08
<b>24. TOTAL RECEIPTS THIS PERIOD (from Line 16)</b>		\$319,786.00
<b>25. SUBTOTAL (add Line 23 and Line 24)</b>		\$359,097.08
<b>26. TOTAL DISBURSEMENTS THIS PERIOD (from Line 18)</b>		\$252,113.16
<b>27. CASH ON HAND AT CLOSE OF THE REPORTING PERIOD (subtract Line 26 from 25)</b>		\$106,983.92

**SCHEDULE A**

**ITEMIZED RECEIPTS**

Use separate schedules for each category of the Detailed Summary Page

Any information copied from such Reports and Statements may not be sold or used by any person for the purpose of soliciting contributions or for commercial purposes, other than using the name and address of any political committee to solicit contributions from such committee.

**NAME OF COMMITTEE (In Full)**  
**Friends of Tim Johnson**

<b>A. Full Name, Mailing Address and Zip Code</b> Bank Illinois 100 W. University Avenue Champaign, IL 61820- Receipt For: <input checked="" type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify)	<b>Name of Employer</b>	<b>Date (month, day, year)</b>	<b>Amount of Each Receipt this Period</b> 100,000.00
	Occupation	01/06/2000	
Aggregate Year-to-Date ->		100,000.00	
<b>B. Full Name, Mailing Address and Zip Code</b> Eusey Bank 201 W. Main Urbana, IL 61801- Receipt For: <input checked="" type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify)	<b>Name of Employer</b>	<b>Date (month, day, year)</b>	<b>Amount of Each Receipt this Period</b> 100,000.00
	Occupation	01/24/2000	
Aggregate Year-to-Date ->		100,000.00	

<b>SUBTOTAL</b> of Receipts This Page (optional)	\$200,000.00
<b>TOTAL</b> This Period (last page this line number only)	\$200,000.00

NAME OF COMMITTEE (In Full) Friends of Tim Johnson			
A. Full Name, Mailing Address and ZIP Code of Loan Source Bank Illinois 100 W. University Avenue Champaign, IL 61820- Section: <input checked="" type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	Original Amount of Loan \$100,000.00	Cumulative Payment To Date \$0.00	Balance Outstanding at Close of This Period \$100,000.00
Terms: Date Incurred 01/06/2000 Date Due 01/06/2001 Interest Rate 8.50 % (per) Secured YES			
List All Endorsers or Guarantors (if any) to Item 2			
Full Name, Mailing Address and Zip Code Timothy Johnson 2151 County Road 1100N Sidney, IL 61877-	Name of Employer	[REDACTED]	
	Occupation Attorney		
	Amount Guaranteed Outstanding: \$100.00000		

SUBTOTAL This Period This Page (optional)	\$100,000.00
TOTAL This Period (last page this line number only)	

NAME OF COMMITTEE (In Full) Friends of Tim Johnson			
A. Full Name, Mailing Address and ZIP Code of Loan Source Busey Bank 201 W. Main Urbana, IL 61801-	Original Amount of Loan \$100,000.00	Cumulative Payment To Date \$0.00	Balance Outstanding at Close of This Period \$100,000.00
Election: <input checked="" type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify)			
TERM: Date Incurred <u>01/24/2000</u> Date Due <u>12/13/2000</u> Interest Rate <u>8.50</u> % (apr) Secured <u>YBS</u>			
List All ENDORSERS OF Guarantors (if any) to Item 2			
Full Name, Mailing Address and Zip Code Timothy V. Johnson  2151 County Road 1100 N  Sidney, IL 61877-	Name of Employer Johnson, Frank, Frederick & Wa  Occupation Attorney  Amount Guaranteed Outstanding \$100,000.00		

SUBTOTAL This Period This Page (optional)	\$100,000.00
TOTAL This Period (last page this line number only)	\$200,000.00

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LOANS AND LINES OF CREDIT FROM LENDING INSTITUTIONS

NAME OF COMMITTEE (IN FULL) <i>Friends of Tim Johnson</i>		FEC IDENTIFICATION NUMBER <i>C00350421</i>	
FULL NAME, MAILING ADDRESS AND ZIP CODE OF LENDING INSTITUTION (LENDER) <i>First State Bank of Monticello 201 W Main Street PO Box 260 Monticello, IL 61856</i>		AMOUNT OF LOAN <i>100,000</i>	INTEREST RATE (APR) <i>7.00</i>
		DATE INCURRED OR ESTABLISHED <i>October 5<sup>th</sup> 2000</i>	DATE DUE <i>Oct 5-2001</i>
A. Has loan been restructured? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, date originally incurred: _____			
B. If line of credit, amount of this draw: _____; total outstanding balance: _____			
C. Are other parties secondarily liable for the debt incurred? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (Endorsers and guarantors must be reported on Schedule C.)			
D. Are any of the following pledged as collateral for the loan: real estate, personal property, goods, negotiable instruments, certificates of deposit, chattel papers, stocks, accounts receivable, cash on deposit, or other similar traditional collateral? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes If yes, specify: <i>Certificates of Deposit</i>			
What is the value of this collateral? <i>100,000</i>			
Does the lender have a perfected security interest in it? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes			
E. Are any future contributions or future receipts of interest income, pledged as collateral for the loan? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, specify: _____ What is the estimated value? _____			
A depository account must be established pursuant to 11 CFR 100.7(b)(11)(i)(B) and 100.8(b)(12)(i)(B). Date account established: _____ Location of account: _____			
F. If neither of the types of collateral described above was pledged for this loan, or if the amount pledged does not equal or exceed the loan amount, state the basis upon which this loan was made and the basis on which it assures repayment.			
G. COMMITTEE TREASURER		DATE	
TYPED NAME <i>JAMES P BRAY</i>		SIGNATURE <i>James P Bray</i>	
TYPED NAME		DATE	
H. Attach a signed copy of the loan agreement.			
I. TO BE SIGNED BY THE LENDING INSTITUTION:			
I. To the best of this institution's knowledge, the terms of the loan and other information regarding the extension of the loan are accurate as stated above.			
II. The loan was made on terms and conditions (including interest rate) no more favorable at the time than those imposed for similar extensions of credit to other borrowers of comparable credit worthiness.			
III. This institution is aware of the requirement that a loan must be made on a basis which assures repayment, and has complied with the requirements set forth at 11 CFR 100.7(b)(11) and 100.8(b)(12) in making this loan.			
AUTHORIZED REPRESENTATIVE		TITLE	
TYPED NAME <i>PAUL M KOMMER</i>		SIGNATURE <i>Paul M Kommer - V.P.</i>	
TYPED NAME		DATE	
TYPED NAME		DATE	
TYPED NAME		DATE	

# PROMISSORY NOTE

21667

**Borrower:** Timothy Johnson (SSN: 315-44-6315)  
d/b/a: Friends of Tim Johnson  
PO Box 17007  
Urbana, IL 61828

**Lender:** FIRST STATE BANK OF MONTICELLO  
801 West Main Street  
P.O. Box 280  
Monticello, IL 61850

**Principal Amount:** \$100,000.00

**Interest Rate:** 7.000%

**Date of Note:** October 5, 2000

**PROMISE TO PAY.** Timothy Johnson ("Borrower") promises to pay to FIRST STATE BANK OF MONTICELLO ("Lender"), or order, in lawful money of the United States of America, the principal amount of One Hundred Thousand & 00/100 Dollars (\$100,000.00), together with interest at the rate of 7.000% per annum on the unpaid principal balance from October 5, 2000, until paid in full.

**PAYMENT.** Borrower will pay this loan in one principal payment of \$100,000.00 plus interest on October 5, 2001. This payment due October 5, 2001, will be for all principal and accrued interest not yet paid. Interest on this Note is computed on a 365/366 simple interest basis; that is, by applying the ratio of the annual interest rate over the number of days in a year, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing. Unless otherwise agreed or required by applicable law, payments will be applied first to any unpaid collection costs and any late charges, then to any unpaid interest, and any remaining amount to principal.

**PREPAYMENT.** Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, they will reduce the principal balance due.

**LATE CHARGE.** If a payment is 15 days or more late, Borrower will be charged 5.000% of the regularly scheduled payment.

**DEFAULT.** Borrower will be in default if any of the following happens: (a) Borrower fails to make any payment when due. (b) Borrower breaks any promise Borrower has made to Lender, or Borrower fails to comply with or to perform when due any other term, obligation, covenant, or condition contained in this Note or any agreement related to this Note, or in any other agreement or loan Borrower has with Lender. (c) Any representation or statement made or furnished to Lender by Borrower or on Borrower's behalf is false or misleading in any material respect either now or at the time made or furnished. (d) Borrower dies or becomes insolvent, a receiver is appointed for any part of Borrower's property, Borrower makes an assignment for the benefit of creditors, or any proceeding is commenced either by Borrower or against Borrower under any bankruptcy or insolvency laws. (e) Any creditor tries to take any of Borrower's property on or in which Lender has a lien or security interest. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. (f) Any of the events described in the default section occurs with respect to any guarantor of this Note. (g) A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of abeyment or performance of the indebtedness is impaired. (h) Lender in good faith deems itself insecure.

**LENDER'S RIGHTS.** Upon default, Lender may declare the entire unpaid principal balance on this Note and all accrued unpaid interest immediately due, without notice, and then Borrower will pay that amount. Upon default, including failure to pay upon final maturity, Lender, at its option, may also, if permitted under applicable law, do one or both of the following: (a) increase the interest rate on this Note 6.000 percentage points, and (b) add any unpaid accrued interest to principal and such sum will bear interest therefrom until paid at the rate provided in this Note (including any increased rate). The interest rate will not exceed the maximum rate permitted by applicable law. Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower also will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law. This Note has been delivered to Lender and accepted by Lender in the State of Illinois. If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of Piatt County, the State of Illinois. This Note shall be governed by and construed in accordance with the laws of the State of Illinois.

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

**RIGHT OF SETOFF.** Borrower grants to Lender a contractual security interest in, and hereby assigns, conveys, delivers, pledges, and transfers to Lender all Borrower's right, title and interest in and to, Borrower's accounts with Lender (whether checking, savings, or some other account), including without limitation all accounts held jointly with someone else and all accounts Borrower may open in the future, excluding however an IRA and Keogh accounts, and all trust accounts for which the grant of a security interest would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on this Note against any and all such accounts.

**COLLATERAL.** This Note is secured by an Assignment of Deposit Account from Timothy Johnson to Lender dated October 5, 2000.

**GENERAL PROVISIONS.** Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waives presentment, demand for payment, protest and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan, or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made.

**PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE. BORROWER AGREES TO THE TERMS OF THE NOTE AND ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THE NOTE.**

**BORROWER:**

X  
Timothy Johnson

# DISBURSEMENT REQUEST AND AUTHORIZATION

**Borrower:** Timothy Johnson (SSN: 313-40-0318)  
c/o: Friends of Tim Johnson  
PO Box 17087  
Urbana, IL 61803

**Lender:** FIRST STATE BANK OF MONTICELLO  
201 West Main Street  
P.O. Box 260  
Monticello, IL 61856

**LOAN TYPE.** This is a Fixed Rate (7.000%), Single Pay Loan to an Individual for \$400,000.00 due on October 5, 2001.

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

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

**SPECIFIC PURPOSE.** The specific purpose of this loan is: Campaign Funding.

**DISBURSEMENT INSTRUCTIONS.** Borrower understands that no loan proceeds will be disbursed until all of Lender's conditions for making the loan have been satisfied. Please disburse the loan proceeds of \$400,000.00 as follows:

Amount paid to others on Borrower's behalf: \$100,000.00 to Friends of Tim Johnson	\$100,000.00
Note Principal:	\$100,000.00

**FINANCIAL CONDITION.** BY SIGNING THIS AUTHORIZATION, BORROWER REPRESENTS AND WARRANTS TO LENDER THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND CORRECT AND THAT THERE HAS BEEN NO MATERIAL ADVERSE CHANGE IN BORROWER'S FINANCIAL CONDITION AS DISCLOSED IN BORROWER'S MOST RECENT FINANCIAL STATEMENT TO LENDER. THIS AUTHORIZATION IS DATED OCTOBER 4, 2000.

**BORROWER:**

X  
Timothy Johnson



LOANS AND LINES OF CREDIT FROM LENDING INSTITUTIONS

NAME OF COMMITTEE (IN FULL) <i>Friends of Tim Johnson</i>		FEC IDENTIFICATION NUMBER <i>C00350421</i>	
FULL NAME, MAILING ADDRESS AND ZIP CODE OF LENDING INSTITUTION (LENDER) <i>Busey Bank 201 W Main Urbana, IL 61803</i>		AMOUNT OF LOAN <i>140,000</i>	INTEREST RATE (APR) <i>8.50</i>
		DATE INCURRED OR ESTABLISHED <i>12/13/99</i>	DATE DUE <i>12/16/00</i>
A. Has loan been restructured? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, date originally incurred: _____			
B. If line of credit, amount of this draw: _____; total outstanding balance: _____			
C. Are other parties secondarily liable for the debt incurred? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (Endorsers and guarantors must be reported on Schedule C.)			
D. Are any of the following pledged as collateral for the loan: real estate, personal property, goods, negotiable instruments, certificates of deposit, chattel papers, stocks, accounts receivable, cash on deposit, or other similar traditional collateral? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes If yes, specify: <i>Certificates of Deposit</i>			
What is the value of this collateral? <i>150,441.14</i>			
Does the lender have a perfected security interest in it? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes			
E. Are any future contributions or future receipts of interest income, pledged as collateral for the loan? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, specify: _____ What is the estimated value? _____			
A depository account must be established pursuant to 11 CFR 100.7(b)(11)(i)(B) and 100.8(b)(12)(i)(B). Date account established: _____ Location of account: _____			
F. If neither of the types of collateral described above was pledged for this loan, or if the amount pledged does not equal or exceed the loan amount, state the basis upon which this loan was made and the basis on which it assures repayment.			
G. COMMITTEE TREASURER		DATE	
TYPED NAME <i>James P. Bray</i>	SIGNATURE <i>James P. Bray</i>	<i>2/24/01</i>	
H. Attach a signed copy of the loan agreement.			
I. TO BE SIGNED BY THE LENDING INSTITUTION:			
I. To the best of this institution's knowledge, the terms of the loan and other information regarding the extension of the loan are accurate as stated above.			
II. The loan was made on terms and conditions (including interest rate) no more favorable at the time than those imposed for similar extensions of credit to other borrowers of comparable credit worthiness.			
III. This Institution is aware of the requirement that a loan must be made on a basis which assures repayment, and has complied with the requirements set forth at 11 CFR 100.7(b)(11) and 100.8(b)(12) in making this loan.			
AUTHORIZED REPRESENTATIVE		TITLE	DATE
TYPED NAME <i>Wade Dentby</i>	SIGNATURE <i>Wade Dentby</i>	<i>Assistant Vice President</i>	<i>2-25-01</i>

**LOANS AND LINES OF CREDIT FROM LENDING INSTITUTIONS**

NAME OF COMMITTEE (IN FULL) <i>Friends of Tim Johnson</i>		FEC IDENTIFICATION NUMBER <i>C00350421</i>	
FULL NAME, MAILING ADDRESS AND ZIP CODE OF LENDING INSTITUTION (LENDER) <i>Busey Bank 201 W Main Urbana, IL 61803</i>		AMOUNT OF LOAN <i>140,000</i>	INTEREST RATE (APR) <i>8.50</i>
		DATE INCURRED OR ESTABLISHED <i>12/13/99</i>	DATE DUE <i>12/16/00</i>
A. Has loan been restructured? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, date originally incurred: _____			
B. If line of credit, amount of this draw: <i>100,000</i> ; total outstanding balance: <i>100,000</i>			
C. Are other parties secondarily liable for the debt incurred? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (Endorsers and guarantors must be reported on Schedule C.)			
D. Are any of the following pledged as collateral for the loan: real estate, personal property, goods, negotiable instruments, certificates of deposit, chattel papers, stocks, accounts receivable, cash on deposit, or other similar traditional collateral? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes If yes, specify: <i>Certificates of Deposit</i> What is the value of this collateral? <i>150,441.14</i>			
Does the lender have a perfected security interest in it? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes			
E. Are any future contributions or future receipts of interest income, pledged as collateral for the loan? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, specify: _____ What is the estimated value? _____			
A depository account must be established pursuant to 11 CFR 100.7(b)(11)(i)(B) and 100.8(b)(12)(i)(B). Date account established: _____ Location of account: _____			
F. If neither of the types of collateral described above was pledged for this loan, or if the amount pledged does not equal or exceed the loan amount, state the basis upon which this loan was made and the basis on which it assures repayment.			
G. COMMITTEE TREASURER TYPED NAME <i>James P. Bray</i> SIGNATURE <i>James P. Bray</i>			DATE <i>2/24/01</i>
H. Attach a signed copy of the loan agreement.			
I. TO BE SIGNED BY THE LENDING INSTITUTION: I. To the best of this institution's knowledge, the terms of the loan and other information regarding the extension of the loan are accurate as stated above. II. The loan was made on terms and conditions (including interest rate) no more favorable at the time than those imposed for similar extensions of credit to other borrowers of comparable credit worthiness. III. This institution is aware of the requirement that a loan must be made on a basis which assures repayment, and has complied with the requirements set forth at 11 CFR 100.7(b)(11) and 100.8(b)(12) in making this loan.			
AUTHORIZED REPRESENTATIVE <i>Wade Denby</i> TYPED NAME		SIGNATURE <i>Wade Denby</i>	TITLE <i>Assistant Vice President</i>
			DATE <i>8-25-01</i>

**LOANS AND LINES OF CREDIT FROM LENDING INSTITUTIONS**

NAME OF COMMITTEE (IN FULL) <i>Friends of Tim Johnson</i>		FEC IDENTIFICATION NUMBER <i>C00350421</i>	
FULL NAME, MAILING ADDRESS AND ZIP CODE OF LENDING INSTITUTION (LENDER) <i>Busby Bank 201 W Main Urbana, IL 61803</i>		AMOUNT OF LOAN <i>140,000</i>	INTEREST RATE (APR) <i>8.50</i>
		DATE INCURRED OR ESTABLISHED <i>12/13/99</i>	DATE DUE <i>12/16/00</i>
A. Has loan been restructured? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, date originally incurred: _____			
B. If line of credit, amount of this draw: <i>40,000</i> ; total outstanding balance: <i>140,000</i>			
C. Are other parties secondarily liable for the debt incurred? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (Endorsers and guarantors must be reported on Schedule C.)			
D. Are any of the following pledged as collateral for the loan: real estate, personal property, goods, negotiable instruments, certificates of deposit, chattel papers, stocks, accounts receivable, cash on deposit, or other similar traditional collateral? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes If yes, specify: <i>Certificates of Deposit</i>			
What is the value of this collateral? <i>150,414.14</i>			
Does the lender have a perfected security interest in it? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes			
E. Are any future contributions or future receipts of interest income, pledged as collateral for the loan? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, specify: _____ What is the estimated value? _____			
A depository account must be established pursuant to 11 CFR 100.7(b)(11)(i)(B) and 100.8(b)(12)(i)(B). Date account established: _____ Location of account: _____			
F. If neither of the types of collateral described above was pledged for this loan, or if the amount pledged does not equal or exceed the loan amount, state the basis upon which this loan was made and the basis on which it assures repayment.			
G. COMMITTEE TREASURER		DATE	
TYPED NAME <i>James P. Bray</i>	SIGNATURE <i>James P. Bray</i>	<i>2/24/00</i>	
H. Attach a signed copy of the loan agreement.			
I. TO BE SIGNED BY THE LENDING INSTITUTION:			
I. To the best of this institution's knowledge, the terms of the loan and other information regarding the extension of the loan are accurate as stated above.			
II. The loan was made on terms and conditions (including interest rate) no more favorable at the time than those imposed for similar extensions of credit to other borrowers of comparable credit worthiness.			
III. This institution is aware of the requirement that a loan must be made on a basis which assures repayment, and has complied with the requirements set forth at 11 CFR 100.7(b)(11) and 100.8(b)(12) in making this loan.			
AUTHORIZED REPRESENTATIVE		TITLE	DATE
TYPED NAME <i>Wade Denby</i>	SIGNATURE <i>Wade Denby</i>	<i>Assistant Vice President</i>	<i>2-23-01</i>

LOANS AND LINES OF CREDIT FROM LENDING INSTITUTIONS

NAME OF COMMITTEE (IN FULL) <i>Friends of Tim Johnson</i>		FEC IDENTIFICATION NUMBER <i>000850421</i>	
FULL NAME, MAILING ADDRESS AND ZIP CODE OF LENDING INSTITUTION (LENDER) <i>Busey Bank 201 W Main Urbana, IL 61803</i>		AMOUNT OF LOAN <i>140,000</i>	INTEREST RATE (APR) <i>8.5</i>
		DATE INCURRED OR ESTABLISHED <i>12/16/00</i>	DATE DUE <i>6/16/01</i>
A. Has loan been restructured? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes If yes, date originally incurred: <i>12/13/99</i>			
B. If line of credit, amount of this draw: _____; total outstanding balance: _____			
C. Are other parties secondarily liable for the debt incurred? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (Endorsers and guarantors must be reported on Schedule C.)			
D. Are any of the following pledged as collateral for the loan: real estate, personal property, goods, negotiable instruments, certificates of deposit, chattel papers, stocks, accounts receivable, cash on deposit, or other similar traditional collateral? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes If yes, specify: <i>Certificates of Deposit</i>			
What is the value of this collateral? <i>158,865.73</i>			
Does the lender have a perfected security interest in it? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes			
E. Are any future contributions or future receipts of interest income, pledged as collateral for the loan? <input type="checkbox"/> No <input type="checkbox"/> Yes If yes, specify: _____ What is the estimated value? _____			
A depository account must be established pursuant to 11 CFR 100.7(b)(11)(i)(B) and 100.8(b)(12)(i)(B). Date account established: _____ Location of account: _____			
F. If neither of the types of collateral described above was pledged for this loan, or if the amount pledged does not equal or exceed the loan amount, state the basis upon which this loan was made and the basis on which it assures repayment.			
G. COMMITTEE TREASURER		DATE	
TYPED NAME <i>JAMES P. BEAY</i>		SIGNATURE <i>James P. Beay</i>	
DATE <i>2/24/01</i>			
H. Attach a signed copy of the loan agreement.			
I. TO BE SIGNED BY THE LENDING INSTITUTION:			
I. To the best of this institution's knowledge, the terms of the loan and other information regarding the extension of the loan are accurate as stated above.			
II. The loan was made on terms and conditions (including interest rate) no more favorable at the time than those imposed for similar extensions of credit to other borrowers of comparable credit worthiness.			
III. This Institution is aware of the requirement that a loan must be made on a basis which assures repayment, and has complied with the requirements set forth at 11 CFR 100.7(b)(11) and 100.8(b)(12) in making this loan.			
AUTHORIZED REPRESENTATIVE		TITLE	
TYPED NAME <i>Wade Dentby</i>		SIGNATURE <i>Wade Dentby</i>	
DATE <i>2-23-01</i>		TITLE <i>Assistant Vice President</i>	

Principal	Loan Date	Maturity	Loan No.	Call	Collateral	Account	Officer	Initials
\$140,000.00	12-13-1999	12-13-2000	1167239				023	

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

**Borrower:** Friends of Tim Johnson (TRN: 07-1300295)  
P.O. Box 17097  
Urbana, IL 61803

**Lender:** Bussy Bank, an Illinois banking corp.  
Bussy Bank - Urbana  
201 W. Main  
Urbana, IL 61801

**Principal Amount:** \$140,000.00

**Interest Rate:** 8.500%

**Date of Note:** December 13, 1999

**PROMISE TO PAY.** Friends of Tim Johnson ("Borrower") promises to pay to Bussy Bank, an Illinois banking corp. ("Lender"), or order, in lawful money of the United States of America, the principal amount of One Hundred Forty Thousand & 00/100 Dollars (\$140,000.00) or so much as may be outstanding, together with interest at the rate of 8.500% per annum on the unpaid outstanding principal balance of each advance. Interest shall be calculated from the date of each advance until repayment of each advance.

**PAYMENT.** Borrower will pay this loan in one payment of all outstanding principal plus all accrued unpaid interest on December 13, 2000. In addition, Borrower will pay regular semi-annual payments of all accrued unpaid interest due as of each payment date, beginning June 13, 2000, with all subsequent interest payments to be due on the same day of each half-year after that. Unless otherwise agreed or required by applicable law, payments will be applied first to accrued unpaid interest, then to principal, and any remaining amount to any unpaid collection costs and late charges. The annual interest rate for this Note is computed on a 365/360 basis; that is, by applying the ratio of the annual interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

**PREPAYMENT; MINIMUM INTEREST CHARGE.** In any event, even upon full prepayment of this Note, Borrower understands that Lender is entitled to a minimum interest charge of \$100.00. Other than Borrower's obligation to pay any minimum interest charge, Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, release Borrower of Borrower's obligation to continue to make payments of accrued unpaid interest. Rather, early payments will reduce the principal balance due. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: Bussy Bank, an Illinois banking corp.; Bussy Bank - Urbana; 201 W. Main, Urbana, IL 61801.

**LATE CHARGE.** If a payment is 10 days or more late Borrower will be charged 5.000% of the unpaid portion of the regularly scheduled payment or \$10.00, whichever is greater.

**INTEREST AFTER DEFAULT.** Upon default, including failure to pay upon final maturity, Lender, at its option, may, if permitted under applicable law, increase the interest rate on this Note 5.000 percentage points. The interest rate will not exceed the maximum rate permitted by applicable law.

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

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

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

**False Statements.** Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

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

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

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or deprives the validity of, or liability under, any guaranty of the indebtedness.

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

**Insecurity.** Lender in good faith believes itself insecure.

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

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

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

**GOVERNING LAW.** This Note will be governed by, construed and enforced in accordance with federal law and the laws of the State of Illinois. This Note has been accepted by Lender in the State of Illinois.

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

**DISHONORED ITEM FEE.** Borrower will pay a fee to Lender of \$21.00 if Borrower makes a payment on Borrower's loan and the check or preauthorized charge with which Borrower pays is later dishonored.

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

**LINE OF CREDIT.** This note evidences a straight line of credit. Once the total amount of principal has been advanced, Borrower is not entitled to further loan advances. Advances under this Note may be requested orally by Borrower or as provided in the paragraph. All oral requests shall be confirmed in writing on the day of the request. All communications, instructions, or directions by telephone or otherwise to Lender are to be directed to Lender's office shown above. The following person currently is authorized to request advances and authorize payments under the line of credit until Lender receives from Borrower, at Lender's address shown above, written notice of revocation of his or her authority. *Timothy M. Johnson*

accounts with Lender. The unpaid principal balance owing on this Note at any time may be evidenced by endorsements on this Note or by Lender's internal records, including daily computer print-outs. Lender will have no obligation to advance funds under this Note if: (A) Borrower or any guarantor is in default under the terms of this Note or any agreement that Borrower or any guarantor has with Lender, including any agreement made in connection with the signing of this Note; (B) Borrower or any guarantor ceases doing business or is insolvent; (C) any guarantor seeks, claims or otherwise attempts to limit, modify or revoke such guarantor's guarantee of this Note or any other loan with Lender; (D) Borrower has applied funds provided pursuant to this Note for purposes other than those authorized by Lender; or (E) Lender in good faith believes itself impaired.

**GENERAL PROVISIONS.** Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waives presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral or impact, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several.

**PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE. BORROWER AGREES TO THE TERMS OF THE NOTE.**

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

**BORROWER:**

**FRIENDS OF THE JOHNSON**

  
Timothy Johnson



February 21, 2001

Friends of Timothy Johnson  
P. O. Box 17097  
Urbana, IL 61803

Dear Tim:

On your acceptance and our receipt hereof within fifteen days, we hereby agree to extend the maturity date of your loan as follows:

Loan Number	1167238
Original Amount	\$140,000
Current Principal Balance	\$140,000
Interest Due through 2-21-2001	\$ 1,845.28
Current Maturity Date	December 16, 2000
Maturity Date Extended To	June 16, 2001
Interest Rate Will Accrue from	February 21, 2001 at the fixed rate of 8.50% per annum until maturity.

All other terms of the note remain in full force and effect.

Please sign the original of this document. A copy is enclosed for your records.

Sincerely,

A handwritten signature in cursive script, appearing to read "Wade A. Denby".

Wade A. Denby  
Assistant Vice President

WAD/sac

I hereby agree to the above stated terms.

BY:

A handwritten signature in cursive script, appearing to read "Timothy V. Johnson".  
\_\_\_\_\_  
Timothy V. Johnson

Date: \_\_\_\_\_

DISBURSEMENT AUTHORITY

TO: BUSEY BANK:

Name on Loan Friends of Tim Johnson Note # NEW 1167238

Customer authorizing disbursement Mark Sheldon

Maximum Note Amount \$ 140,000 Maturity Date 12/13/00

Principal Balance: \$ .00 Int. Accrued: \$             
(Before Draw) (Before Draw)

Proceeds to be disbursed: \$ 100,000 Wire to             
(amount)

To: Acct #:            Or Check #            Escrow           

Purpose: W/C

1/24/00 MS             
Date Officer's Approval (Customer's Signature)

DISBURSEMENT AUTHORITY

TO: BUSEY BANK:

Name on Loan Friends of Tim Johnson Note # 1167238

Customer authorizing disbursement Mark Sheldon

Maximum Note Amount \$ 140,000 Maturity Date 12/13/00

Principal Balance: \$ 100,000 Int. Accrued: \$             
(Before Draw) (Before Draw)

Proceeds to be disbursed: \$ 40,000 Wire to             
(amount)

To: Acct #:            Or Check # 633439 Escrow           

Purpose: W/C Campaign

3/9/00 MS             
Date Officer's Approval (Customer's Signature)



**DISBURSEMENT AUTHORITY**

TO: BUSEY BANK:

Name on Loan Friends of Tim Johnson Note # New 1167238

Customer authorizing disbursement Mark Sheldon

Maximum Note Amount \$ 140,000 Maturity Date 12/13/00

Principal Balance: \$ 00 Int. Accrued: \$ \_\_\_\_\_  
(Before Draw) (Before Draw)

Proceeds to be disbursed: \$ 100,000 Wire to \_\_\_\_\_  
(amount)

To: Acct #: \_\_\_\_\_ Or Check # \_\_\_\_\_ Escrow \_\_\_\_\_

Purpose: w/c

1/24/00 WD  
Date Officer's Approval (Customer's Signature)

**DISBURSEMENT AUTHORITY**

TO: BUSEY BANK:

Name on Loan Friends of Tim Johnson Note # 1167238

Customer authorizing disbursement Mark Sheldon

Maximum Note Amount \$ 140,000 Maturity Date 12/13/00

Principal Balance: \$ 100,000 Int. Accrued: \$ \_\_\_\_\_  
(Before Draw) (Before Draw)

Proceeds to be disbursed: \$ 40,000 Wire to \_\_\_\_\_  
(amount)

To: Acct #: \_\_\_\_\_ Or Check # 633439795 Escrow \_\_\_\_\_

Purpose: w/c Campaign

3/9/00 jm  
Date Officer's Approval (Customer's Signature)

MAR 14 P 1:29

LOANS AND LINES OF CREDIT FROM LENDING INSTITUTIONS

NAME OF COMMITTEE (IN FULL) <b>Friends of Tim Johnson</b>		FEC IDENTIFICATION NUMBER <b>C003500421</b>	
FULL NAME, MAILING ADDRESS AND ZIP CODE OF LENDING INSTITUTION (LENDER) <b>BANK ILLINOIS PO BOX 4028 Champaign, IL 61824-9937</b>		AMOUNT OF LOAN <b>100,000</b>	INTEREST RATE (APR) <b>8.50</b>
		DATE INCURRED OR ESTABLISHED <b>01/06/2000</b>	DATE DUE <b>01/06/01</b>
A. Has loan been restructured? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, date originally incurred: _____			
B. If line of credit, amount of this draw: _____; total outstanding balance: _____			
C. Are other parties secondarily liable for the debt incurred? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (Endorsers and guarantors must be reported on Schedule C.)			
D. Are any of the following pledged as collateral for the loan: real estate, personal property, goods, negotiable instruments, certificates of deposit, chattel papers, stocks, accounts receivable, cash on deposit, or other similar traditional collateral? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes If yes, specify: <b>Certificates of Deposit</b>			
What is the value of this collateral? <b>112,286.00</b>			
Does the lender have a perfected security interest in it? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes			
E. Are any future contributions or future receipts of interest income, pledged as collateral for the loan? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, specify: _____ What is the estimated value? _____			
A depository account must be established pursuant to 11 CFR 100.7(b)(11)(i)(B) and 100.8(b)(12)(i)(B). Date account established: _____ Location of account: _____			
F. If neither of the types of collateral described above was pledged for this loan, or if the amount pledged does not equal or exceed the loan amount, state the basis upon which this loan was made and the basis on which it assures repayment.			
G. COMMITTEE TREASURER		DATE	
TYPED NAME <b>JAMES P. BRAY</b>		SIGNATURE <i>James P. Bray</i>	
TYPED NAME		SIGNATURE	
H. Attach a signed copy of the loan agreement.			
I. TO BE SIGNED BY THE LENDING INSTITUTION:			
I. To the best of this institution's knowledge, the terms of the loan and other information regarding the extension of the loan are accurate as stated above.			
II. The loan was made on terms and conditions (including interest rate) no more favorable at the time than those imposed for similar extensions of credit to other borrowers of comparable credit worthiness.			
III. This institution is aware of the requirement that a loan must be made on a basis which assures repayment, and has complied with the requirements set forth at 11 CFR 100.7(b)(11) and 100.8(b)(12) in making this loan.			
AUTHORIZED REPRESENTATIVE		TITLE	
TYPED NAME <b>JAN MILLER V.P.</b>		SIGNATURE <i>JAN MILLER</i>	
TYPED NAME		SIGNATURE	
		DATE <b>2/23/01</b>	

LOANS AND LINES OF CREDIT FROM LENDING INSTITUTIONS

NAME OF COMMITTEE (IN FULL) <i>Friends of Tim Johnson</i>		FEC IDENTIFICATION NUMBER <i>C00350421</i>	
FULL NAME, MAILING ADDRESS AND ZIP CODE OF LENDING INSTITUTION (LENDER) <i>Bank Illinois PO Box 4028 Champaign, IL 61824-9937</i>		AMOUNT OF LOAN <i>100,000</i>	INTEREST RATE (APR) <i>8.50</i>
		DATE INCURRED OR ESTABLISHED <i>1/18/01</i>	DATE DUE <i>2/18/02</i>

A. Has loan been restructured?  No  Yes If yes, date originally incurred: *1/*

B. If line of credit, amount of this draw: \_\_\_\_\_; total outstanding balance: \_\_\_\_\_

C. Are other parties secondarily liable for the debt incurred?  
 No  Yes (Endorsers and guarantors must be reported on Schedule C.)

D. Are any of the following pledged as collateral for the loan: real estate, personal property, goods, negotiable instruments, certificates of deposit, chattel papers, stocks, accounts receivable, cash on deposit, or other similar traditional collateral?  
 No  Yes If yes, specify: *Certificates of Deposit*  
What is the value of this collateral? *118,145.31*

Does the lender have a perfected security interest in it?  No  Yes

E. Are any future contributions or future receipts of interest income, pledged as collateral for the loan?  
 No  Yes If yes, specify: \_\_\_\_\_ What is the estimated value? \_\_\_\_\_

A depository account must be established pursuant to 11 CFR 100.7(b)(11)(i)(B) and 100.8(b)(12)(i)(B). Date account established: \_\_\_\_\_ Location of account: \_\_\_\_\_

F. If neither of the types of collateral described above was pledged for this loan, or if the amount pledged does not equal or exceed the loan amount, state the basis upon which this loan was made and the basis on which it assures repayment.

G. COMMITTEE TREASURER  
TYPED NAME *JAMES P BRAY* SIGNATURE *James P Bray* DATE *2/24/01*

H. Attach a signed copy of the loan agreement.

I. TO BE SIGNED BY THE LENDING INSTITUTION:  
I. To the best of this institution's knowledge, the terms of the loan and other information regarding the extension of the loan are accurate as stated above.  
II. The loan was made on terms and conditions (including interest rate) no more favorable at the time than those imposed for similar extensions of credit to other borrowers of comparable credit worthiness.  
III. This institution is aware of the requirement that a loan must be made on a basis which assures repayment, and has complied with the requirements set forth at 11 CFR 100.7(b)(11) and 100.8(b)(12) in making this loan.

AUTHORIZED REPRESENTATIVE  
SIGNATURE *Jan Miller VP* TITLE *JAN Miller* DATE *2/23/01*  
TYPED NAME \_\_\_\_\_ SIGNATURE \_\_\_\_\_ TITLE *VICE PRESIDENT*

# PROMISSORY NOTE

Principal	Loan Date	Maturity	Loan No.	Call	Collateral	Account	Officer	Initials
\$100,000.00	01-06-2000	01-06-2001	20625			121753	JLM	

References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or loans.

**Borrower:** FRIENDS OF TIM JOHNSON (TOL: 87-1390295); ET.  
AL.  
P.O. BOX 17067  
URBANA, IL 61803

**COPY**

**Lender:** BankIllinois  
100 W. University Ave.  
P.O. Box 4028  
Champaign, IL 61824-4028

*[Handwritten Signature]*

**Principal Amount: \$100,000.00      Interest Rate: 8.500%      Date of Note: January 6, 2000**

**PROMISE TO PAY.** FRIENDS OF TIM JOHNSON and TIMOTHY V. JOHNSON (referred to in this Note individually and collectively as "Borrower") jointly and severally promise to pay to BankIllinois ("Lender"), or order, in lawful money of the United States of America, the principal amount of One Hundred Thousand & 00/100 Dollars (\$100,000.00), together with interest at the rate of 8.500% per annum on the unpaid principal balance from January 6, 2000, until paid in full.

**PAYMENT.** Borrower will pay this loan in one principal payment of \$100,000.00 plus interest on January 6, 2001. This payment due January 6, 2001, will be for all principal and accrued interest not yet paid. The annual interest rate for this Note is computed on a 365/360 basis; that is, by applying the ratio of the annual interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing. Unless otherwise agreed or required by applicable law, payments will be applied first to accrued unpaid interest, then to principal, and any remaining amount to any unpaid collection costs and late charges.

**PREPAYMENT.** Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, they will reduce the principal balance due.

**DEFAULT.** Borrower will be in default if any of the following happens: (a) Borrower fails to make any payment when due. (b) Borrower breaks any promise Borrower has made to Lender, or Borrower fails to comply with or to perform when due any other term, obligation, covenant, or condition contained in this Note or any agreement related to this Note, or in any other agreement or loan Borrower has with Lender. (c) Any representation or statement made or furnished to Lender by Borrower or on Borrower's behalf is false or misleading in any material respect either now or at the time made or furnished. (d) Borrower becomes insolvent, a receiver is appointed for any part of Borrower's property, Borrower makes an assignment for the benefit of creditors, or any proceeding is commenced either by Borrower or against Borrower under any bankruptcy or insolvency laws. (e) Any creditor files to take any of Borrower's property on or in which Lender has a lien or security interest. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. (f) Any guarantor dies or any of the other events described in this default section occurs with respect to any guarantor of this Note. (g) A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of the indebtedness is impaired. (h) Lender in good faith deems itself insecure.

**LENDER'S RIGHTS.** Upon default, Lender may declare the entire unpaid principal balance on this Note and all accrued unpaid interest immediately due, without notice, and then Borrower will pay that amount. Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower also will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law. This Note has been delivered to Lender and accepted by Lender in the State of Illinois. If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of CHAMPAIGN County, the State of Illinois. Lender and Borrower hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other. This Note shall be governed by and construed in accordance with the laws of the State of Illinois.

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

**RIGHT OF SETOFF.** Borrower grants to Lender a contractual security interest in, and hereby assigns, conveys, delivers, pledges, and transfers to Lender all Borrower's right, title and interest in and to, Borrower's accounts with Lender (whether checking, savings, or some other account), including without limitation all accounts held jointly with someone else and all accounts Borrower may open in the future, excluding however all IRA and Keogh accounts, and all trust accounts for which the grant of a security interest would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on this Note against any and all such accounts.

**COLLATERAL.** This Note is secured by COMMERCIAL PLEDGE AGREEMENT; PLEDGE OF COYS WITH BANK OF GIBSON CITY, STATE BANK OF ALLERTON, DEWEY STATE BANK, FISHER NATIONAL BANK, FIRST NATIONAL BANK OF MESSDALE, BUCKLEY STATE BANK, FIRST STATE BANK OF MONTICELLO, GISSNA PARK STATE BANK, RANTOUL FIRST BANK, FARMER'S MERCHANTS NATIONAL BANK OF PAXTON, BANK ILLINOIS SECURITY AGREEMENT DTD 12/7/00.

**CONFESSION OF JUDGEMENT.** To secure the payment of said amount, the undersigned hereby authorizes irrevocably, any attorney at any Court of Record to appear for the undersigned in such Court, in term, or vacation, after the instrument is due by maturity or acceleration, and to confess a judgment without process in favor of the holder of this Commercial Guaranty for such amount as may appear to be unpaid thereon, together with interest, costs, and reasonable attorney's fees on the amount due, admitting the allegations of any complaint filed in connection with this Commercial Guaranty, and to waive and release all errors which may intervene in any such proceedings, and consent to immediate execution upon said judgment, hereby ratifying and confirming all that said attorney may do by virtue hereof.

**GENERAL PROVISIONS.** Lender may delay or forego enforcing any of its rights or remedies under this Note without losing them. Each Borrower understands and agrees that with or without notice to Borrower, Lender may with respect to any other Borrower: (a) make one or more additional secured or unsecured loans or otherwise extend additional credit; (b) alter, compromise, renew, extend, accelerate, or otherwise change one or more times the time for payment or other terms any indebtedness, including increases and decreases of the rate of interest on the indebtedness; (c) exchange, enforce, waive, subordinate, full or decide not to perfect, and release any security, with or without the substitution of new collateral; (d) apply such security and direct the order or manner of sale thereof, including without limitation, any nonjudicial sale permitted by the terms of the controlling security agreements, as Lender in its discretion may determine; (e) release, substitute, agree not to sue, or deal with any one or more of Borrower's sureties, endorsers, or other guarantors on any terms or in any manner Lender may choose; and (f) determine how, when and what application of payments and credits shall be made on any other indebtedness owing by such other borrower. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, protest and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for a try length of time) this loan, or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several.

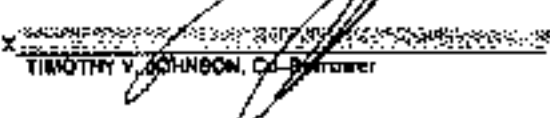
**ILLINOIS INSURANCE NOTICE.** Unless Borrower provides Lender with evidence of the insurance coverage required by Borrower's agreement with Lender, Lender may purchase insurance at Borrower's expense to protect Lender's interests in the collateral. This insurance may, but need not, protect Borrower's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

PRIOR TO SIGNING THIS NOTE, EACH BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE. EACH BORROWER AGREES TO THE TERMS OF THE NOTE AND ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THE NOTE.

BORROWER:

FRIENDS OF TIM JOHNSON

By:   
MARK SHELDEN, EXECUTIVE DIRECTOR

X   
TIMOTHY V. JOHNSON, Co-Borrower

# PROMISSORY NOTE

Principal	Loan Date	Maturity	Loan No.	Coll / Coll	Account No.	Officer	Initials
\$100,000.00	01-18-2001	01-18-2002	20625		121753	J.M.	

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

**Borrower:** Friends of Tim Johnson, Et al (TIN: 37-1390295)  
P.O. Box 17097  
Urbana, IL 61803

**Lender:** BankIllinois  
100 W. University Avenue  
PO Box 4028  
Champaign, IL 61824-4028

**Co-signer:** Timothy V. Johnson  
P.O. Box 17097  
Urbana, IL 61803

**Principal Amount:** \$100,000.00      **Interest Rate:** 8.500%      **Date of Note:** January 18, 2001

**PROMISE TO PAY.** Friends of Tim Johnson, Et al ("Borrower") jointly and severally promise to pay to BankIllinois ("Lender"), or order, in lawful money of the United States of America, the principal amount of One Hundred Thousand & 00/100 Dollars (\$100,000.00), together with interest at the rate of 8.500% per annum on the unpaid principal balance from January 18, 2001, until paid in full.

**PAYMENT.** Borrower will pay this loan in one principal payment of \$100,000.00 plus interest on January 18, 2002. This payment due on January 18, 2002, will be for all principal and all accrued interest not yet paid. Unless otherwise agreed or required by applicable law, payments will be applied first to accrued unpaid interest, then to principal, and any remaining amount to any unpaid collection costs. The annual interest rate for this Note is computed on a 365/360 basis; that is, by applying the ratio of the annual interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

**PREPAYMENT.** Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: BankIllinois, 100 W. University Avenue, PO Box 4028, Champaign, IL 61824-4028.

**INTEREST AFTER DEFAULT.** Upon default, including failure to pay upon final maturity, the total sum due under this Note will bear interest from the date of acceleration or maturity at the interest rate on this Note. The interest rate will not exceed the maximum rate permitted by applicable law.

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

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

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

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

**False Statements.** Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

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

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

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note. In the event of a death, Lender, at its option, may, but shall not be required to, permit the guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, cure any Event of Default.

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

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

**Insecurity.** Lender in good faith believes itself insecure.

**Cure Provisions.** If any default, other than a default in payment, is curable and if Borrower has not been given a notice of a breach of the same provision of this Note within the preceding twenty (20) months, it may be cured (and no event of default will have occurred) if Borrower, after receiving written notice from Lender demanding cure of such default: (1) cures the default within ten (10) days; or (2) if the cure requires more than ten (10) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

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

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

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

**GOVERNING LAW.** This Note will be governed by, construed and enforced in accordance with federal law and the laws of the State of Illinois. This Note has been accepted by Lender in the State of Illinois.

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

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

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

**COLLATERAL.** Borrower acknowledges this Note is secured by Commercial Pledge Agreement, Pledge of CD's with Bank of Gibson City, State Bank of Alorton, Dewey State Bank, Fisher National Bank, First National Bank of Ivesdale, Euckley State Bank, First State Bank of Monticello, Casna Park State Bank, Rentoul First Bank, Farmer's Merchants National Bank of Peoria, BankAmerica Security Agreement Dated December 7, 2000.

**SECURITY.** This Note may be secured by prior or subsequent security documents notwithstanding that such security is not indicated herein in the paragraph entitled "Collateral."

**SECURITY INTEREST IN ACCOUNTS.** Borrower grants to Lender a contractual security interest in, and hereby assigns, conveys, delivers, pledges, and transfers to Lender all Borrower's right, title and interest in and to, Borrower's accounts with Lender (whether checking, savings, or some other account), including without limitation all accounts held jointly with someone else and all accounts Borrower may open in the future, excluding however all IRA and Keogh accounts, and all trust accounts for which the grant of a security interest would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on this Note against any and all such accounts.

**PRIOR NOTE.** The Promissory Note dated January 6, 2000.

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

**GENERAL PROVISIONS.** Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several.

**PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE AND THE NOTICE TO COSIGNER SET FORTH BELOW. BORROWER AGREES TO THE TERMS OF THE NOTE.**

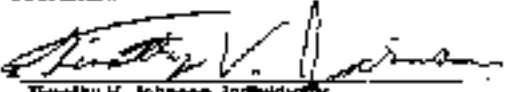
**BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.**

**BORROWER:**

FRIENDS OF TIM JOHNSON, ET AL

By:   
Mark Sheldon, Executive Director of Friends of Tim Johnson, Et Al

**COSIGNER:**

  
Timothy V. Johnson, Individually

#### NOTICE TO COSIGNER

You are being asked to guarantee this debt. Think carefully before you do. If the borrower doesn't pay the debt, you will have to. Be sure you can afford to pay if you have to, and that you want to accept this responsibility.

You may have to pay up to the full amount of the debt if the borrower does not pay. You may also have to pay late fees or collection costs, which increase this amount.

The Lender can collect this debt from you without first trying to collect from the borrower. The Lender can use the same collection methods against you that can be used against the borrower, such as suing you, garnishing your wages, etc. If this debt is ever in default, that fact may become a part of YOUR credit record.

This notice is not the contract that makes you liable for the debt.

Federal Election Commission

**ENVELOPE REPLACEMENT PAGE  
FOR INCOMING DOCUMENTS**

The Commission has added this page to the end of this filing to indicate how it was received.

<input checked="checked" type="checkbox"/> Hand Delivered	Date of Receipt 3-14-01
<input type="checkbox"/> First Class Mail	POSTMARKED
<input type="checkbox"/> Registered/Certified Mail	POSTMARKED (R/C)
<input type="checkbox"/> No Postmark	
<input type="checkbox"/> Postmark Illegible	
<input type="checkbox"/> Received from the House office of Records and Registration	Date of Receipt
<input type="checkbox"/> Received from the Senate Office of Public Records	Date of Receipt
<input type="checkbox"/> Other ( Specify):	Postmarked and/or Date of Receipt
<input type="checkbox"/> Electronic Filing	
JMP PREPARER	3-14-01 DATE PREPARED