

THIS NOTE HAS NOT BEEN REGISTERED
UNDER THE SECURITIES ACT OF 1933, AS AMENDED

THE LEXINGTON SCHOOL, INC.
SERIES 2013 AMENDED AND RESTATED NOTE

\$7,695,000

May __, 2013

This Series 2013 Amended and Restated Note amends and restates in its entirety that certain Note dated June 15, 2009, from The Lexington School, Inc., a Kentucky nonprofit corporation (the "Borrower") to the Lexington-Fayette Urban County Government (the "Issuer", an urban county government of the Commonwealth of Kentucky.

The Lexington School, Inc., a Kentucky nonprofit corporation (the "Borrower"), for value received, promises to pay to Republic Bank and Trust Company, as bondholder (the "Bondholder") under the Loan Agreement hereinafter referred to, the principal sum of

SEVEN MILLION SIX HUNDRED NINETY-FIVE THOUSAND DOLLARS
(\$7,695,000.00)

and to pay interest on the unpaid balance of such principal sum from and after the date of this Note at the interest rate borne by the Bonds from time to time.

This Note has been executed and delivered by the Borrower pursuant to a certain Loan Agreement (the "Loan Agreement"), dated as of June 15, 2009, among the Lexington-Fayette Urban County Government (the "Issuer"), the Bondholder and the Borrower. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Loan Agreement

Under the Agreement, the Issuer has loaned the Borrower the proceeds received from the sale of the \$7,695,000 aggregate principal amount of Lexington-Fayette Urban County Government Refunding Revenue Bonds, Series 2009 (The Lexington School, Inc. Project), dated the date of their initial delivery (the "Bonds"), to be applied to the refunding of all of the outstanding Prior Bonds (as defined in the Loan Agreement). The Borrower has agreed to repay such loan by making Loan Payments at the times and in the amounts set forth in this Note. The Bonds have been issued, concurrently with the execution and delivery of this Note, pursuant to, and are secured by, the Loan Agreement and the Mortgage as defined therein.

To provide funds to pay the principal and interest on the Bonds as and when due, the Borrower hereby agrees to and shall make payments on this Note as follows:

Unless prepaid as hereinafter provided, the principal of and interest on this Note shall be payable in two hundred sixty-four (264) equal (or as nearly equal as practicable) monthly installments of principal and interest, commencing on July 15, 2009 and continuing to and including June 15, 2031 (the "Maturity Date"). The first one hundred thirty-two (132) monthly installments shall each be in an amount that would fully amortize the initial principal amount of this Note together with the interest accrued thereon at the Applicable Rate (as hereinafter defined) assuming two hundred sixty-four (264) equal (or as nearly equal as practicable) monthly

installments. The amount of each monthly installment shall be adjusted as of each Interest Rate Reset Date (as hereinafter defined) so that the principal amount of this Note outstanding on such Interest Rate Reset Date together with the interest accrued thereon at the Applicable Rate as of such Interest Rate Reset Date would be fully amortized in equal (or as nearly equal as practicable) monthly installments over the number of months remaining from such Interest Rate Reset Date until the Maturity Date. Unless prepaid, the entire outstanding principal amount of this Note and interest accrued thereon at the Applicable Rate shall in any event be due and payable on the Maturity Date.

The principal amount of this Note outstanding from time to time shall bear interest at the Applicable Rate. The Applicable Rate shall mean (i) commencing on September 15, 2009 and continuing through May __, 2013, the rate of three and seventy-four hundredths percent (3.74%) per annum; (ii) commencing on May __, 2013, and continuing until the first Interest Rate Reset Date, the rate of two and eighty-seven hundredths percent (2.87%) per annum; and (iii) commencing as of June 15 of each of the years 2020, 2025, and 2030 (each an "Interest Rate Reset Date"), a rate per annum (a) equal to the sum of $(x + 2.75\%)$ multiplied by 0.68, where x is the "Federal Home Loan Bank of Cincinnati 5-year Stated Fixed Advance Rate" in effect on such Interest Rate Reset Date as announced to its member banks by the Federal Home Loan Bank of Cincinnati but (b) not less than 2.87%. Interest shall be computed on a 365/360 interest accrual basis.

In the event of any required payment of principal and/or interest due on this Note is not paid in full within ten (10) days after the payment first became due and payable, the Borrower shall immediately pay to the Bondholder a late fee equal to fifty dollars (\$50) per month or five percent (5%) of each such overdue payment, whichever is greater. The unpaid balance of this Note, while any Event of Default exists under the Loan Agreement, this Note or any other agreement related to this Note, shall bear interest at the Default Rate (as defined in the Loan Agreement).

If payment or provision for payment in accordance with the Loan Agreement is made in respect of the principal and interest on the Bonds from moneys other than payments on this Note, this Note shall be deemed paid to the extent such payments or provision for payment of such principal and interest has been made. All payments on this Note shall be payable in lawful money of the United States of America and shall be made to the Bondholder at its office designated in or pursuant to the Loan Agreement.

The obligation of the Borrower to make the payments required hereunder shall be absolute and unconditional and the Borrower shall make such payments without abatement, diminution or deduction regardless of any cause or circumstances whatsoever including, without limitation, any defense, set-off, recoupment or counterclaim which the Borrower may have or assert against the Issuer, the Bondholder or any other person.

The Bonds shall not be a general obligation or indebtedness of the Issuer, the Commonwealth or any agency or political subdivision thereof within the meaning of the Constitution and the laws of the Commonwealth but shall be payable solely from the Loan Payments to be made by or on behalf of the Borrower to Issuer pursuant to the Agreement and any security pledged therefor.

This Note is subject to optional and mandatory prepayment, in whole or in part upon the same terms and conditions, on the same dates and at the same prepayment prices, as the Bonds are subject to optional and mandatory redemption as set forth in Section 3.1 of the Loan Agreement. Any optional or mandatory prepayment is also subject to satisfaction of any applicable notice requirements set forth in the Loan Agreement.

Whenever an Event of Default under Section 10.1 of the Loan Agreement shall have occurred and, as a result thereof, the principal of all Bonds then outstanding, interest accrued thereon, and any required premium shall have been declared to be immediately due and payable pursuant to Section 10.2 of the Loan Agreement the unpaid principal amount of, accrued interest, and any required premium on this Note also shall be due and payable on the date on which the principal of, accrued interest, and any premium on the Bonds have been declared due and payable; provided that the annulment of a declaration of acceleration of the Bonds shall also constitute an annulment of any corresponding declaration with respect to this Note.

[Remainder of this Page Left Blank Intentionally]

IN WITNESS WHEREOF, the Borrower has signed this Note on May __, 2013.

THE LEXINGTON SCHOOL, INC.

Secretary-Treasurer

By: _____
President

ASSIGNMENT

FOR VALUE RECEIVED, the Lexington-Fayette Urban County Government, hereby assigns without recourse all its right, title, and interest in the Amended and Restated Note to Republic Bank and Trust Company, as Bondholder under the Original Loan Agreement dated as of June 15, 2009, among the Lexington-Fayette Urban County Government, the Bondholder and the Borrower.

Dated as of May __, 2013.

LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT

By: _____
Mayor

Attest:

Clerk of the Urban County Council

The above assignment is hereby accepted, as of as of May __, 2013.

REPUBLIC BANK & TRUST COMPANY

By: _____
Title: _____