

RESOLUTION NO. 17-1

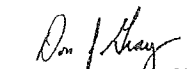
RESOLUTION AUTHORIZING THE ISSUANCE AND SALE BY THE COUNTY OF ITS ECONOMIC DEVELOPMENT REVENUE BONDS (YOUNG MEN'S CHRISTIAN ASSOCIATION OF SPRINGFIELD, ILLINOIS PROJECT), SERIES 2024A AND 2024B, AUTHORIZING EXECUTION OF A LOAN AGREEMENT, AN ASSIGNMENT AND AGREEMENT, AND A BOND PURCHASE AGREEMENT, ALL RELATIVE TO SAID BONDS, AND AUTHORIZING OTHER ACTION TO BE TAKEN WITH RESPECT TO THE ISSUANCE, SALE AND DELIVERY OF SAID BONDS

WHEREAS, the Industrial Building Revenue Bond Act, 50 ILCS 445/1, *et seq.*, as amended (hereinafter referred to as the "Act"), authorizes and empowers The County of Sangamon, Illinois (the "County") to issue its revenue bonds to defray in whole or in part the reasonable and necessary costs incidental to the construction, rebuilding, acquisition, improvement or extension of any industrial project including without limitation the cost of studies and surveys; plans, specifications, architectural and engineering services; legal, marketing or other special services; financing, acquisition, demolition, construction, equipment and site development or new and rehabilitated buildings, rehabilitation, reconstruction, repair or remodeling of existing buildings and all other necessary and incidental expenses, and in conjunction therewith, to enter into an agreement with any persons, with respect to any economic development project whereby the County agrees to loan the proceeds of its bonds to such person in order to cause the acquisition, construction and equipping of such project, and such person shall agree to pay to the County or for its account an amount sufficient to pay the principal of, interest, and redemption premium, if any, on the bonds of the County issued with respect to such project, all for the purpose of encouraging the increase of industry and commerce within the County, thereby reducing the evils attendant upon unemployment and under employment, and providing for the increased welfare and prosperity of the residents of the County; and

WHEREAS, it has been proposed that the County issue its Economic Development Revenue Bonds (Young Men's Christian Association of Springfield, Illinois Project), Series 2024A, in an aggregate principal amount of \$1,344,500 (the "2024A Bonds") and its Taxable Economic Development Revenue Bonds (Young Men's Christian Association of Springfield, Illinois Project), Series 2024B, in an aggregate principal amount of \$255,500 (the "2024B Bonds" and collectively with the 2024A Bonds, the "Bonds") and loan the proceeds thereof to the Borrower for the purpose of financing the cost of acquisition, construction, equipping and improvement of Borrower's existing facility located at the southwest corner of the intersection of Iles Avenue and Archer Elevator Road, Springfield, Illinois, commonly known as 4550 West Iles Avenue, Springfield, Illinois (the "Project"). The Project includes acquisition, installation and replacement of Dectron pool heating units in Borrower's existing facility; and

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Don J. May
Sangamon County Clerk

WHEREAS, the following documents relating to the Project have been submitted to the County Board and are now, or shall be placed, on file in the office of the County Clerk:

(a) Loan Agreement, dated as of June 1, 2024 (the "Loan Agreement"), proposed to be made and entered into by and between the County and the Borrower;

(b) Assignment and Agreement, dated as of June 1, 2024 (the "Assignment"), proposed to be made and entered into between the County and Heartland Bank and Trust Company Springfield, Illinois (the "Purchaser"), as Assignee;

(c) Arbitrage Regulation Agreement, dated as of June 1, 2024 (the "Arbitrage Regulation Agreement"), proposed to be made and entered into by and between the Borrower and the County;

(d) Bond Purchase Agreement, dated June 11, 2024 (the "Bond Purchase Agreement"), proposed to be made and entered into among the County, the Borrower and the Purchaser; and

WHEREAS, the Project will provide for the economic development of the County, and provide for increased employment, increased revenue and an increased tax base for the County and promote the health, safety and welfare of the County; and

WHEREAS, the County proposes to sell the Bonds hereinafter authorized upon a negotiated basis to the Purchaser.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY BOARD OF THE COUNTY OF SANGAMON, ILLINOIS, AS FOLLOWS:

Section 1. Definitions. Terms defined in the Loan Agreement and used herein shall have the meanings set forth in the Loan Agreement unless the context or use indicates another or different meaning. The words "hereof," "herein," "hereunder" and other words of similar import refer to this Bond Resolution as a whole.

Section 2. Authorization of the Project. In order to promote the general welfare of The County of Sangamon, Illinois and its inhabitants by providing for the economic development of the County and providing increased employment, increased revenue and an increased tax base for the County, the Project shall be and is hereby authorized to be financed as described herein. It is hereby found and declared that the financing for the Project, and the use thereof by the Borrower as hereinafter provided is necessary to accomplish the public purposes described in the preamble hereto and in the Act.

Section 3. Authorization and Payment of Bonds. For the purpose of financing the cost of the Project, there shall be and there is hereby authorized to be issued the Bonds. The Bonds shall be dated as of the date of issuance thereof, and be payable to the order of the Purchaser in the amounts and on the dates set forth in the Bond forms attached hereto, shall mature as set forth in the Bond forms attached hereto, shall bear interest on the unpaid principal

installments at the rate set forth in the Bond forms, and shall contain such other terms as are contained in the Bond forms.

In the event of prepayment, the Bonds may be redeemed by the Bond Registrar as directed by the Assignee at a prepayment price as set forth in the Bond forms upon written notice to the Registered Owners of the Bonds given by the Borrower on behalf of the County, at least five (5) business days prior to the date which the Borrower shall have designated as the prepayment date. In the event the Bonds are redeemed in part, the Registered Owner of the Bonds shall deliver the Bonds to the Paying Agent for an endorsement which duly notes the redemption in part. Any failure to have duly noted or endorsed such prepayment shall not render such prepayment ineffective. In addition, the Bonds are subject to redemption as set forth in the Loan Agreement.

All principal installments of the Bonds or portion thereof designated for prepayment will cease to bear interest on the specified prepayment date, provided funds for their prepayment are on deposit at the place of payment at that time.

The principal installments of (except the final installment which will be paid upon presentment at the principal office of the Paying Agent) and interest on the Bonds shall be payable by check or draft of the Paying Agent mailed to the Registered Owner of the Bonds at the address as shown in the Bond Register.

The Bonds shall be signed by the Chairman of the County Board and attested by the County Clerk of the County and the corporate seal of the County shall be affixed thereto.

The Bonds, together with interest thereon, shall be limited obligations of the County secured by, among other things, the Assignment and payable solely from the receipts derived from and as described in the Loan Agreement (except to the extent paid out of moneys attributable to the Bond proceeds or the income from the temporary investment thereof) and shall be a valid claim of the Registered Owners hereof only against moneys required to be applied to the payment of the Bonds and other moneys held by the Assignee and Paying Agent and the receipts derived from the Loan Agreement, which receipts shall be used for no other purpose than to pay the principal installments of, and interest on the Bonds, except as may be otherwise expressly authorized in this Bond Resolution. The Bonds and the obligation to pay interest thereon do not now and shall never constitute an indebtedness or a loan of credit of the County, the State of Illinois or any political subdivision thereof, or a charge against their general taxing powers, within the meaning of any constitutional or statutory provisions of the State of Illinois, but shall be secured by the Assignment, and payable solely from the receipts from the Loan Agreement. Without limiting the foregoing, the County makes no representation that interest on the 2024A Bonds is or will continue to be tax-exempt under the Code, and expressly disclaims any liability for absence or loss of any such tax-exempt status for any reason whatsoever.

Section 4. Bond Form. The Bonds shall be in substantially the forms as shown on attached Exhibit A and Exhibit B, with appropriate insertions.

Section 5. Creation of the Project Fund and Bond Fund; Custody and Application of Proceeds of Bonds.

(a) Project Fund. There is hereby created and established with the Assignee a special fund in the name of the County to be designated "The County of Sangamon Economic Development Revenue Bonds Project Fund (Young Men's Christian Association of Springfield, Illinois Project)" (the "Project Fund") and identified with the name of the Borrower. The proceeds received by the County upon the sale of the Bonds shall be deposited in the Project Fund which shall be held in a separate account by the Assignee. Moneys in the Project Fund shall be expended in accordance with the provisions of the Loan Agreement, and particularly Article IV thereof.

The Assignee shall keep and maintain adequate records pertaining to the Project Fund and all disbursements therefrom, and after the Project has been completed and a certificate of payment of all costs filed as provided in this Section, the Assignee upon request shall deliver copies of such records to the County and the Borrower.

Upon completion of the Project and payment of all costs and expenses incident thereto, any moneys thereafter remaining in the Project Fund shall be applied in accordance with Sections 4.3 and 9.3 of the Loan Agreement.

(b) Bond Fund. There is hereby created and established with the Assignee a special fund in the name of the County to be designated "The County of Sangamon Economic Development Revenue Bonds Bond Fund (Young Men's Christian Association of Springfield, Illinois Project)" (the "Bond Fund") and identified with the name of the Borrower. The payments of the Borrower received by the County or the Assignee shall be deposited in the Bond Fund which shall be held in a separate account by the Assignee. Moneys in the Bond Fund shall be held for application to payment of the Bonds and shall be timely paid over to the Paying Agent for application in accordance with the provisions of this Bond Resolution.

The Assignee shall keep and maintain adequate records pertaining to the Bond Fund and all disbursements therefrom, and after all the Bonds have been paid and all costs filed as provided in this Section, the Assignee upon request shall deliver copies of such records to the County and the Borrower.

The payment of all the Bonds and payment of all costs and expenses incident thereto shall be evidenced by the filing with the County and the Assignee of a certificate of the Authorized Borrower Representative (as set forth in Section 10.1 of the Loan Agreement).

Section 6. Payment of Amounts Under the Loan Agreement. It is the declared intention of the County to authorize the disbursement of the proceeds of the Bonds in order to finance the acquisition, construction and improvement of the Project pursuant to the Loan Agreement in substantially the form which has been presented to and is hereby approved by the County Board of the County.

The Chairman of the County Board is hereby authorized to execute and acknowledge said Loan Agreement for and on behalf of the County, and the County Clerk is hereby authorized to attest same and to affix thereto the corporate seal of the County.

The Loan Agreement and the Notes and the receipts therefrom, including all moneys received under their terms and conditions, are intended to be sufficient to pay the principal installments of and interest on the Bonds hereby authorized and are hereby pledged and ordered paid to the Registered Owners of the Bonds for payment of the Bonds. The Loan Agreement provides that the Borrower shall remit the required payments thereunder directly to the Assignee for deposit in the Bond Fund for payment of the Bonds and such provision for payment is hereby expressly approved.

Section 7. Receipts. Notwithstanding any provision of this Bond Resolution or the Loan Agreement to the contrary, the Bonds and all payments required of the County hereunder are not general obligations of the County but are special and limited obligations secured by the Assignment and are payable by the County solely and only out of the receipts derived from the Loan Agreement and the Notes as provided herein and therein.

There shall be deposited in the Bond Fund and applied to the payment of the Bonds, as and when received, (a) a sum equal to the accrued interest paid by the purchaser of the Bonds, if any; (b) all prepayments specified in the Loan Agreement; and (c) all other moneys required to be deposited under and pursuant to any of the provisions of the Loan Agreement and the Notes. The Assignee is authorized and directed to transfer amounts available therefor to the Paying Agent for the payment when due of the principal of and interest on the Bonds.

The County covenants and agrees that should there be a default under the Loan Agreement, the County shall fully cooperate with the Assignee and with the Registered Owners of the Bonds to enforce the obligations of the Borrower under the Loan Agreement and the Notes to the end of fully protecting the rights and security of such Registered Owners. Nothing herein shall be construed as requiring the County to use any funds or receipts from any source other than funds and receipts derived from or as described in the Loan Agreement and the Notes, or to undertake to perform the obligations of the Borrower under the Loan Agreement and the Notes, including without limitation the obligation to complete the Project.

Any amounts held by the Assignee, after payment in full of the principal installments of and interest on the Bonds (or provision for payment thereof as provided in this Bond Resolution) and the charges and expenses of the Bond Registrar and Paying Agent, shall be paid to the Borrower upon the expiration or sooner termination of the term of the Loan Agreement.

Section 8. Assignment. As security for the due and punctual payment of the principal installments of and interest on the Bonds hereby authorized, the County hereby assigns and pledges to the Assignee, the Loan Agreement and the Notes, including all receipts derived by the County pursuant to the Loan Agreement and the Notes (except any payment made pursuant to Sections 2.3, 3.4, 6.2, 6.4, 8.2, 8.3, 8.5, 8.6 and 8.7 of the Loan Agreement relating to reimbursement or indemnification of the County by the Borrower) and all rights and remedies of

the County under the Loan Agreement and the Notes to enforce payment thereof, including evidence of such assignment and of the agreement of the Assignee to accept its responsibilities with respect to the moneys to be applied to the payment of the Bonds, the Chairman of the County Board is hereby authorized to execute for and on behalf of the County, and the Chairman of the County Board and County Clerk are authorized and directed to cause the Assignment to be executed by the Assignee, with the Assignment to be in substantially the form which has been presented to and is hereby approved by the County Board of the County.

Section 9. Investments: Arbitrage. Any moneys held as part of the Project Fund created pursuant to Section 5 hereof or held by the Assignee for application to payment of the Bonds, may be invested or reinvested on the direction of the Borrower, in accordance with the provisions of the Loan Agreement and this Bond Resolution. Any such investment shall be held by or under control of the Assignee or Bond Registrar and shall be deemed at all times a part of the account from which such investment was made and the interest accruing thereon and any profit realized from such investments shall be credited to such account, and any loss resulting from such investments shall be charged to such account, which loss shall be an obligation of the Borrower as provided in the Loan Agreement.

As and when any amount invested pursuant to this Section may be needed for disbursement, the Borrower may direct the Assignee to cause a sufficient amount of the investments to be sold and reduced to cash to the credit of such accounts regardless of the loss on such liquidation which loss shall be the obligation of the Borrower to restore to the affected fund as described in the Loan Agreement.

With respect to Section 148 of the Code, the Borrower has made certain certifications and representations to the County in Sections 2.2 and 2.3 of the Loan Agreement, which certifications and representations by this reference are incorporated herein and made a part hereof. The County agrees to comply with all provisions of the Code which, if not complied with by the County, would cause the 2024A Bonds not to be tax-exempt. The County Board of the County, acting in reliance upon such certifications and representations, in furtherance of the foregoing provisions, but without limiting their generality, agrees that it will not take or authorize the taking of any action which will affect the tax-exempt status of the 2024A Bonds under the Code or will cause the 2024A Bonds to be classified as an "arbitrage bond" within Section 148 of the Code and regulations or rulings lawfully promulgated thereunder.

The County recognizes that the provisions of Section 148 of the Code require a rebate to the United States government in certain circumstances, and pursuant to the Arbitrage Regulation Agreement creates and orders established with the Assignee, a trust fund in the name of the County to be designated "The County of Sangamon Economic Development Revenue Bonds Rebate Fund (Young Men's Christian Association of Springfield, Illinois Project)" (the "Rebate Fund"), which shall be held, invested, expended and accounted for at the direction of the Borrower and at the Borrower's expense in accordance with the Assignment, the Loan Agreement and the Arbitrage Regulation Agreement. Such Rebate Fund shall not be considered moneys held under the Assignment and shall not constitute part of the Project held for the benefit of the Registered Owners, the County, or the Borrower, but shall be held on behalf of the United

States government as contemplated by the provisions of the Arbitrage Regulation Agreement and subject to direction by the Borrower as provided in the Arbitrage Regulation Agreement.

Moneys in the Rebate Fund shall be held in trust by the Assignee and, except for those excess amounts which may be transferred to the Assignee as funds to be held and applied under the Assignment, shall be held for future payment at the Borrower's direction to the United States government as contemplated under the provisions of the Arbitrage Regulation Agreement.

Notwithstanding the foregoing, exemptions to rebate requirements applicable to the 2024A Bonds appear at Treasury Regulation 1.148-7. Based upon the certifications of the Borrower, no rebate is required or planned by the County. In support of this conclusion, the Chairman of the County Board and the County Clerk may make such further certifications and covenants as they deem necessary in the Arbitrage Regulation Agreement.

Section 10. General Covenants. The County covenants that it will promptly cause to be paid solely and only from the source mentioned in the Bonds, the principal installments of and interest on the Bonds hereby authorized at the place, on the dates and in the manner provided herein and in the Bonds according to the true intent and meaning thereof. The Bonds and the obligation to pay interest thereon are limited obligations of the County, secured by, among other things, the Assignment and payable solely out of the receipts derived by the County from the Loan Agreement and the Notes and otherwise as provided herein and in the Loan Agreement and the Notes. The Bonds and the obligation to pay interest thereon shall not be deemed to constitute an indebtedness or a loan of credit of the County, the State of Illinois or any political subdivision thereof, or a charge against their general taxing powers, within the meaning of any constitutional or statutory provision of the State of Illinois. The County covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Bond Resolution, in the Bonds and in all proceedings of its County Board pertaining thereto. The County covenants that it is duly authorized under the Constitution and laws of the State of Illinois, including particularly and without limitation the Act, to issue the Bonds authorized hereby, and to pledge and assign the receipts hereby pledged and assigned in the manner and to the extent herein set forth; and that all action on its part for the issuance of the Bonds has been duly and effectively taken and that the Bonds are and will be a valid and enforceable limited obligation of the County according to the true intent and meaning thereof, except as the enforceability of the same may be subject to bankruptcy, insolvency, reorganization, moratorium and other laws in effect from time to time affecting creditors' rights, and to the exercise of judicial discretion in accordance with general principles of equity.

The County covenants that it will execute, acknowledge and deliver such instruments and other documents as the Registered Owners of the Bonds or the Assignee may reasonably require for the better assuring, granting, pledging and assigning unto the Assignee the interest of the County in the Loan Agreement and the Notes, as well as the rights of the County in and to the receipts hereby assigned and pledged to the payment of the principal installment of and interest on the Bonds. The County covenants and agrees that, except as herein and in the Loan Agreement provided, it will not sell, convey, mortgage, encumber or otherwise dispose of any

part of the receipts derived from the Loan Agreement and the Notes or of its rights under the Loan Agreement and the Notes.

The County covenants and agrees that all books and documents in its possession relating to the receipts derived from and as described in the Loan Agreement and the Notes shall at all reasonable times be open to inspection by the Registered Owners of the Bonds or such accountants or other agencies as such Registered Owners may from time to time designate.

Section 11. Event of Default and Remedies. Upon the occurrence of an Event of Default and so long as such event is continuing, the Assignee by notice in writing delivered to the County and the Borrower, may declare the principal installments of the Bonds and the interest accrued thereon immediately due and payable, and such principal installments and interest shall thereupon become and be immediately due and payable. Upon any such declaration all payments under the Loan Agreement and the Notes from the Borrower immediately shall become due and payable as provided in the Loan Agreement.

While any principal installments of the Bonds or interest are unpaid, the County shall not exercise any of the remedies on default specified in Section 8.2 of the Loan Agreement without prior written consent of the Assignee.

Upon the occurrence of an Event of Default, the Assignee may pursue any available remedy at law or in equity by suit, action, mandamus or other proceeding to enforce the payment of the principal installments and interest on the Bonds and to enforce and compel the performance of the duties and obligations of the County as herein set forth and of the Borrower as set forth in the Loan Agreement and the Notes.

No remedy by the terms of this Bond Resolution conferred upon or reserved to the Assignee is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Assignee or to the Registered Owner hereunder or now or hereafter existing at law or in equity or by statute.

No delay or omission to exercise any right, power or remedy accruing upon any Event of Default shall impair any such right, power or remedy or shall be construed to be a waiver of any such Event of Default or acquiescence therein; and every such right, power or remedy may be exercised from time to time as often as may be deemed expedient.

All moneys received pursuant to any right given or action taken under the provisions of this Section or under the provisions of the Loan Agreement (after payments of the costs and expenses of the proceedings resulting in the collection of such moneys and of the expenses, liabilities and advances incurred or made by the County, the Assignee or the Registered Owners of the Bonds) and all moneys in the Bond Fund or Project Fund at the time of the occurrence of an Event of Default shall be applied to the payment of the principal installments and interest then due and unpaid upon the Bonds to the person entitled thereto.

Whenever moneys are to be applied pursuant to the provisions of this Section, such moneys shall be applied at such times, and from time to time, as the Paying Agent or the Assignee as the case may be shall determine, but in any event within fifteen (15) business days after receipt of such moneys by the Paying Agent or the Assignee as the case may be. The Paying Agent shall give such notice as it may deem appropriate of the receipt of any such moneys and of the fixing of any such date, and shall not be required to make payment to the Registered Owner of any Bond until such Bond shall be presented to the Paying Agent for appropriate endorsement or for cancellation if fully paid.

Whenever all principal installments and interest on the Bonds have been paid under the provisions of this Section and all expenses of the Assignee, Paying Agent, Bond Registrar and the County have been paid, any balance remaining with the Assignee shall be paid to the Borrower.

With regard to any default concerning which notice is given to the Borrower under the provisions of this Section, the County hereby grants the Borrower full authority for account of the County to perform or observe any covenant or obligation alleged in said notice not to have been performed or observed, in the name and stead of the County with full power to do any and all things and acts to the same extent that the County could do in order to remedy such default.

Section 12. Sale of the Bonds; Execution of Bond Purchase Agreement. The sale of the Bonds (the execution and issuance of which is authorized pursuant to Section 13 hereunder) to the Purchaser at a price of par plus accrued interest, if any, and payment pursuant to the Bond Purchase Agreement is hereby in all respects authorized, approved and confirmed. The Bond Purchase Agreement in substantially the form which has been presented to this County Board is hereby approved.

The Chairman of the County Board is hereby authorized and directed to execute said Bond Purchase Agreement for and on behalf of the County, and the County Clerk is hereby authorized to attest the same and to affix thereto the corporate seal of the County.

Section 13. Performance Provisions. The forms, terms and provisions of the proposed Loan Agreement, Bond Purchase Agreement, Notes, Assignment, and Arbitrage Regulation Agreement (the "County Documents") are hereby in all respects approved, and the Chairman of the County Board and County Clerk are hereby authorized, empowered and directed to execute and deliver the County Documents in the name and on behalf of the County. The County Documents, as executed and delivered, shall be in substantially the forms now before this meeting and hereby approved, or with such changes therein as shall be approved by the officers of the County executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the forms of the County Documents now before this meeting.

The Chairman of the County Board and County Clerk be, and they are hereby, further authorized and directed for and on behalf of the County, to execute all papers, documents, certificates and other instruments that may be required for the carrying out of the authority

conferred by this Bond Resolution or to evidence said authority and to exercise and otherwise take all necessary action to the full realization of the rights, accomplishments and purposes of the County under the Loan Agreement, the Assignment, the Bond Purchase Agreement, and the Arbitrage Regulation Agreement and to discharge all of the obligations of the County thereunder. From and after the execution and delivery of the County Documents authorized by this Bond Resolution, the officers, agents and employees of the County are hereby further authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out the intent and accomplish the purposes of this resolution and to comply with and make effective the provisions of the instruments as executed.

Section 14. Other Tax Covenants.

A. The County recognizes the provisions of Section 265(b)(3) of the Code which provide that a “qualified tax exempt obligation” as therein defined may be treated by certain financial institutions as if it were acquired on August 7, 1986, for certain purposes. The County hereby designates, each of the 2024A Bonds as may be from time to time outstanding for purposes of Section 265(b)(3) of the Code as a “qualified tax exempt obligation”. In making such designation, the County is relying upon covenants and warranties of the Borrower and continued compliance in connection with Section 501(c)(3) of the Code and the status of the 2024A Bonds as “Qualified 501(c)(3) Bonds” under Section 141(e)(1)(G).

In support of such designation, the County further certifies, represents and covenants as follow:

(1) the County reasonably anticipates that the amount of tax-exempt obligations (other than private activity bonds that are not qualified 501(c)(3) bonds) that will be issued by or on behalf of the County (and all subordinate entities of the County) during the calendar year that the 2024A Bonds are issued, including the 2024A Bonds, will not exceed \$10,000,000; and

(2) the County (including all subordinate entities of the County) will not issue tax-exempt obligations (other than private activity bonds that are not qualified 501(c)(3) bonds) during the calendar year that the 2024A Bonds are issued, including the 2024A Bonds, in an aggregate principal amount or aggregate issue price in excess of \$10,000,000, without first determining that the designation of the 2024A Bonds as a “qualified tax-exempt obligation” will not be adversely affected.

B. The 2024A Bonds are qualified 501(c)(3) “private activity bonds” as defined in Section 141(e)(1)(G) of the Code. In support of such conclusion, the County certifies, represents and covenants as follows:

1) All property which is to be provided by the net proceeds of the 2024A Bonds is to be owned by a 501(c)(3) organization or a governmental unit.

2) No direct or indirect payments are to be made on any 2024A Bonds with respect to any private business use by any person other than the qualified 501(c)(3) organization.

3) None of the proceeds of the 2024A Bonds are to be used, directly or indirectly, to make or finance loans to persons other than a qualified 501(c)(3) organization.

C. The County recognizes that Section 149 of the Code requires the 2024A Bonds to be issued and to remain in fully registered form in order to be and remain tax-exempt. In this connection, the County agrees that it will not take any action to permit the 2024A Bonds to be issued in, or converted into, bearer or coupon form.

Section 15. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered by hand delivery or on the third (3rd) day following the day on which the same has been mailed by registered or certified mail, postage prepaid, addressed as specified in Section 10.3 of the Loan Agreement. The County, the Borrower or the Assignee may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 16. Resolution a Contract; Provisions for Modifications, Alterations and Amendments. The provisions of this Bond Resolution shall constitute a contract between the County and the Registered Owner or Registered Owners of the Bonds hereby authorized; and after the issuance of the Bonds no modification, alteration, or amendment or supplement to the provisions of this Bond Resolution shall be made in any manner except with the written consent of the Registered Owner or Registered Owners of the Bonds until such time as all principal installments of, and interest on the Bonds shall have been paid in full.

Section 17. Satisfaction and Discharge. All rights and obligations of the County and the Borrower under the Loan Agreement, the Notes, the Assignment, the Bonds, the Bond Purchase Agreement and this Bond Resolution shall terminate and such instruments shall cease to be of further effect and the Assignee and Paying Agent shall cancel the Bonds, deliver them to the County, and deliver a copy of the canceled Bonds to the Borrower, and shall assign and deliver to the Borrower any moneys held by the Assignee and Paying Agent required to be paid to the Borrower under Section 7 hereof (except moneys held by the Paying Agent for the payment of principal of or interest on the Bonds) when:

(a) all expenses of the County, the Assignee, the Registrar and the Paying Agent shall have been paid;

(b) the County and the Borrower shall have performed all of their covenants and promises in the Loan Agreement, the Notes, the Assignment, the Bonds, the Bond Purchase Agreement and in this Resolution; and

(c) all principal installments and interest on the Bonds have been paid.

Section 18. Severability. If any section, paragraph, clause or provision of this resolution shall be ruled by any court of competent jurisdiction to be invalid, the invalidity of

such section, paragraph, clause or provision shall not affect any of the remaining provisions hereof.

Section 19. Captions. The captions or headings of this resolution are for convenience only and in no way define, limit or describe the scope or intent of any provision of this resolution.

Section 20. Provisions In Conflict Repealed. All resolutions, and orders, or parts thereof, in conflict with the provisions of this resolution are to the extent of such conflict, hereby repealed, and this Bond Resolution shall be in full force and effect upon its passage and approval as required by law.

AND BE IT FURTHER RESOLVED, that the Chairman of the County Board of The County of Sangamon is authorized to execute all documents necessary to effectuate this Bond Resolution.

This Bond Resolution is hereby passed by the affirmative vote, the “ayes” and “nays” being called, of three fifths (3/5^{ths}) of the members of the County Board of The County of Sangamon, Illinois, at a regular meeting of said County Board on this June 11, 2024.

PASSED by the County Board this June 11, 2024.

Chairman of the County Board

(SEAL)

County Clerk

CERTIFICATE

I, Don Gray, hereby certify that I am the duly qualified and acting County Clerk of The County of Sangamon, Illinois and as such official I further certify that attached hereto is a copy of a resolution entitled “RESOLUTION AUTHORIZING THE ISSUANCE AND SALE BY THE COUNTY OF ITS ECONOMIC DEVELOPMENT REVENUE BONDS (YOUNG MEN’S CHRISTIAN ASSOCIATION OF SPRINGFIELD, ILLINOIS PROJECT), SERIES 2024A AND 2024B, AUTHORIZING EXECUTION OF A LOAN AGREEMENT, AN ASSIGNMENT AND AGREEMENT, AND A BOND PURCHASE AGREEMENT, ALL RELATIVE TO SAID BONDS, AND AUTHORIZING OTHER ACTION TO BE TAKEN WITH RESPECT TO THE ISSUANCE, SALE AND DELIVERY OF SAID BONDS” (the “Bond Resolution”) duly adopted at the meeting of the County Board (the “Board”) of The County of Sangamon, Illinois (the “County”) held on June 11, 2024 (the “Meeting”) by the affirmative vote of three fifths (3/5^{ths}) of the members of the Board; that I have compared said copy with the original Bond Resolution in my official custody; that said copy is true, correct and complete; and that as of the date hereof the attached Bond Resolution is still in full force and effect and has not been amended, repealed or rescinded.

I further certify that in accordance with the requirements of The Open Meetings Act, 5 ILCS 120/1, *et seq.*, public notice of the regular dates, times and places of the regular meetings of the Board was given at the beginning of the 2024 calendar or fiscal year of the County by posting a copy of such notice at the principal office of the Board, namely at Room 201, Sangamon County Court House, 200 South Ninth Street, Springfield, Illinois, and by supplying copies of such notice to any local newspaper of general circulation or any local radio or television station that has filed an annual request for such notice.

I do further certify that the deliberations of the Board on the adoption of the Bond Resolution were conducted openly, that the vote on the adoption of the Bond Resolution was taken openly, that the Meeting was called and held at a specified time and place convenient to the public, that notice of the Meeting was duly given to all of the news media requesting such notice, that an agenda for the Meeting was posted at the location where the Meeting was held and at the principal office of the Board at least 48 hours in advance of the holding of the Meeting, that said agenda contained a separate specific item concerning the proposed adoption of the Bond Resolution, a true, correct and complete copy of the agenda as so posted being attached hereto, that the Meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and with the provisions of the Counties Code of the State of Illinois, as amended, and that the Board has complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Board.

WITNESS my official signature and seal of The County of Sangamon, Illinois this June 24, 2024.

County Clerk

(SEAL)

17-14

EXHIBIT A
(FORM OF 2024A BOND)

UNITED STATES OF AMERICA
THE COUNTY OF SANGAMON, ILLINOIS
ECONOMIC DEVELOPMENT REVENUE BONDS
(YOUNG MEN'S CHRISTIAN ASSOCIATION OF SPRINGFIELD, ILLINOIS PROJECT)
SERIES 2024A

No. ____

\$1,344,500

KNOW ALL MEN BY THESE PRESENTS that The County of Sangamon, Illinois (the "County"), a county of the State of Illinois, for value received, promises to pay from the source and as hereinafter provided, to the order of HEARTLAND BANK AND TRUST COMPANY, or registered assigns, the principal sum of ONE MILLION THREE HUNDRED FORTY-FOUR THOUSAND FIVE HUNDRED DOLLARS, in installments of principal as hereinafter provided and to pay interest on the unpaid balance of said principal sum as hereinafter provided, until the principal amount is paid in full.

(1) Interest shall be calculated on the outstanding principal amount of this 2024A Bond from the date of the authentication of this 2024A Bond initially at the Interest Rate and thereafter adjusted on each of the Adjustment Dates to the then existing Interest Rate; and further provided that from and after any Effective Date of Taxability as defined in the Loan Agreement, this 2024A Bond shall bear interest at the Taxable Interest Rate as adjusted on the Adjustment Dates.

(2) If there is a Change of Law, the Interest Rate on this 2024A Bond shall change accordingly to compensate the holder for such change in the effective yield on this 2024A Bond. In the event of an increase or decrease in the Corporate Tax Rate of the Purchaser, enacted or effective after the date of issuance of this 2024A Bond, the Interest Rate set forth herein (other than any interest rate in effect following a Determination of Taxability or an Event of Default) shall be decreased (in the case of an increase in the Corporate Tax Rate) or increased (in the case of a decrease in said Corporate Tax Rate) to the Adjusted Tax Exempt Rate, effective as of the date of such change in the Corporate Tax Rate.

(3) "2024A Bonds" means the County's Economic Development Revenue Bonds (Young Men's Christian Association of Springfield, Illinois Project), Series 2024A, in an aggregate principal amount of \$1,344,500.

(4) "2024B Bonds" means the County's Taxable Economic Development Revenue Bonds (Young Men's Christian Association of Springfield, Illinois Project), Series 2024B, in an aggregate principal amount of \$255,500.

(5) "Adjustment Dates" means (i) the date of issuance of this 2024A Bond, (ii) June 25, 2029, and (iii) June 25, 2034.

(6) “Adjusted Tax Exempt Rate” means the product of (a) the interest rate on the 2024A Bonds times (b) a fraction (expressed as a decimal) the numerator of which is the number 1 minus the Corporate Tax Rate in effect following the change in the Corporate Tax Rate and the denominator of which is the number 1 minus the Corporate Tax Rate in effect on the date of the original issuance of the 2024A Bonds.

(7) “Agreement” means the Loan Agreement dated as of June 1, 2024 between the County and the Borrower.

(8) “Bond Year” means a one year period commencing on June 25 of each year, with the first Bond Year commencing June 25, 2024.

(9) “Bonds” means the 2024A Bonds and the 2024B Bonds.

(10) “Borrower” means Young Men’s Christian Association of Springfield, Illinois, an Illinois not-for-profit corporation and a 501(c)(3) organization.

(11) “Change in Law” means a change in the Code, the regulations promulgated thereunder or in the interpretation thereof by any court, administrative authority or other governmental authority (other than an Event of Taxability) which takes effect after the date of issuance of the 2024A Bonds, and which changes the effective yield on the 2024A Bonds to the Purchaser, including, but not limited to, changes in the Corporate Tax Rate.

(12) “Code” means the Internal Revenue Code of 1986, as now or hereafter amended, and applicable regulations. All references herein to sections of the Code are to the sections thereof as they existed on the date of execution of the Loan Agreement.

(13) “Corporate Tax Rate” shall mean the highest marginal statutory rate of Federal income tax imposed on corporations and applicable to the Purchaser.

(14) “FHLB 5 Year Rate” means the rate equal to the sum of (i) The Federal Home Loan Bank of Chicago Advance Rate for a 5 year regular fixed rate existing on the most recent Adjustment Date, plus (ii) two hundred seventy-five basis points (2.75%).

(15) “Interest Rate” means the rate of interest per annum equal to (a) 5.89% on the initial Adjustment Date and (b) on subsequent Adjustment Dates after the issuance date of the 2024A Bonds, the greater of (i) 5.89%, and (ii) the FHLB 5 Year Rate multiplied by 0.82.

(16) “Interest Payment Date” means the twenty-fifth (25th) day of each month during the term of the 2024A Bonds, commencing August 25, 2024.

(17) “Overdue Rate” means the applicable interest rate (Interest Rate, Adjusted Tax Exempt Rate or Taxable Interest Rate, as the case may be) plus 5.00%.

(18) “Principal Payment Date” means each Principal Payment Date shown on the attached Redemption Schedule.

(19) "Purchaser" means Heartland Bank and Trust Company, Springfield, Illinois, a state banking corporation.

(20) "Resolution" means Resolution No. ____ adopted by the County Board of the County on June 11, 2024, authorizing issuance of the 2024A Bonds.

(21) "Tax Exempt" means interest on the 2024A Bonds which is excludable from the gross income of the owner thereof for federal income tax purposes as a qualified 501(c)(3) bond under Section 145(a) of the Code.

(22) "Taxable Interest Rate" means the FHLB 5 Year Rate.

(23) Principal advances shall be made on this 2024A Bond from time to time in accordance with the Agreement. Interest shall be calculated on the then outstanding principal amount of this 2024A Bond (not on the unpaid principal amount of the Promissory Note) from the date hereof at the Interest Rate; provided, however, that from and after any Effective Date of Taxability, as defined in the Loan Agreement, this 2024A Bond shall bear interest at the Taxable Interest Rate.

(24) In the event any payment is not made within ten (10) days of when due hereunder, the County shall pay to the owner of this 2024A Bond a "late charge" equal 5.00% of the payment due or \$25.00, whichever is greater, up to the maximum amount of \$250.00 per late charge. In addition, upon acceleration of the Note, as defined in the Agreement of even date herewith from the Borrower to the County, all amounts payable as a result of such acceleration shall bear interest at the Taxable Interest Rate from the date of acceleration until paid. In the event of any Event of Default under the Loan Agreement, the 2024A Bond shall bear interest at the Overdue Rate.

(25) Interest payments shall be payable on the 2024A Bond on each Interest Payment Date in amounts calculated so as to equal interest on the principal amount of the 2024A Bond calculated at the applicable interest rate. Principal payments shall be made in the amounts and on the Principal Payment Dates as set forth in the Redemption Schedule attached hereto. All payments of principal and interest shall be due and payable on the Principal Payment Dates and the Interest Payment Dates, respectively, through June 25, 2039, when payment shall be made of all principal then remaining unpaid, if any, together with interest thereon. All payments shall be applied first to interest due and the balance to repayment of principal. Interest shall be calculated on an actual day/360 day basis.

(26) The County has authorized the issuance of the Bonds for the purpose of providing funds to pay costs of acquiring, constructing, equipping and improving a certain project as described in the Resolution.

(27) Principal of and interest and premium, if any, on this 2024A Bond are payable in lawful money of the United States of America. Payment of principal and interest on this 2024A Bond shall be made to the registered owner thereof and shall be paid by check or draft mailed to the registered owner at his address as it appears on the registration books of maintained by Heartland Bank and Trust Company, Springfield, Illinois as Bond Registrar and Paying Agent for

the Bonds or at such other address as is furnished to the Bond Registrar and Paying Agent in writing by such registered owner.

(28) The proceeds from the sale of the Bonds have been lent by the County to the Borrower under the terms of a Loan Agreement, dated as of June 1, 2024 (which agreement, as from time to time amended and supplemented, is hereinafter referred to as the “Agreement”), under which the Borrower is obligated to pay amounts which are sufficient to pay (1) the principal of and premium, if any, and interest on the Bonds as the same shall become due in accordance with the Bonds terms and provisions and the terms and provisions of the Agreement, and (2) the fees and expenses of any paying agents properly payable under the Agreement and certain expenses of the County.

(29) The Bonds are secured by an Assignment and Agreement dated as of June 1, 2024, between the County and the Purchaser. Reference is hereby made to the Agreement for a description of the property pledged and assigned, the provisions, among others, with respect to the nature and extent of the security, the rights, duties and obligations of County, and the owner of the Bonds, and the terms upon which the Bonds is issued and secured. The Bonds are issued in parity and rank *pari passu* with each other, equally and ratably secured by the collateral securing the Bonds.

(30) This 2024A Bond is transferable by the registered owner hereof in person or by his attorney duly authorized in writing, but only in the manner, subject to the limitations and upon payment of the charges provided in the Agreement, and upon surrender and cancellation of this 2024A Bond. Upon such transfer a new registered 2024A Bond or 2024A Bonds of the same series and the same maturity and of authorized denomination or denominations for the same aggregate principal amount will be issued to the transferee in exchange therefor. The County and any paying agents may deem and treat the registered owner hereof as the absolute owner hereof (whether or not this 2024A Bond shall be overdue) for the purpose of receiving payment of or on account of principal hereof and premium, if any, and interest due hereon and for all other purposes, and County shall not be affected by the notice to the contrary.

(31) The 2024A Bonds are issuable only as fully registered bonds without coupons. Subject to the limitations and upon payment of the charges provided in the Agreement a registered Bond without coupons may be exchanged for a like aggregate principal amount of registered Bonds without coupons of other authorized denominations of the same series and the same maturity.

(32) Principal due on the 2024A Bonds may be redeemed prior to maturity at the option of the Borrower on any date, in whole or in part, at par plus accrued interest to the redemption date subject to the following redemption fees. Redemption in part shall be applied to mandatory redemption requirements in inverse order of the mandatory redemption dates in the Redemption Schedule. Principal redemption of 120% of the scheduled amortization is allowed in each Bond Year following an Adjustment Date without penalty or fee. If principal redemption for a Bond Year exceeds 120% of the scheduled amortization in such Bond Year, all principal redemption exceeding 120% of the scheduled amortization is subject to a redemption fee expressed as a percentage of principal redeemed as follows:

Bond Year Following an Adjustment Date	Redemption Fee
First	5%
Second	4%
Third	3%
Fourth	2%
Fifth	1%

(33) The redemption fee percentages set forth above shall apply for each five-year period following the most recent Adjustment Date. Notice of the redemption of a 2024A Bond shall be delivered not less than fifteen (15) days prior to the date fixed for such redemption to the Registered Owner of the 2024A Bond at the Registered Owner's last address appearing on such registration books.

(34) In the event the Borrower redeems the 2024A Bonds in part, the Borrower shall be required to continue to make payments on each subsequent Principal Payment Date until the entire principal balance of the 2024A Bonds is paid in full.

(35) Additionally, notwithstanding the foregoing paragraphs, the 2024A Bonds are subject to redemption in the event the Borrower shall be obligated to prepay the amounts payable under the Agreement as provided in Article V of the Agreement. If called for redemption at any time pursuant to the above, the 2024A Bonds shall be subject to redemption by County in whole or in part. Reference is hereby made to Section 9.1 and Article V of the Agreement for a description of the circumstances and terms under which Borrower may prepay or be required to prepay the amounts payable under the Agreement.

(36) The Bonds are issued pursuant to and in full compliance with the Industrial Building Revenue Bond Act, 50 ILCS 445/1, *et seq.*, as amended, and by appropriate action duly taken by the County Board of the County which authorizes the execution and delivery of the Agreement. Payments sufficient for the prompt payment, when due, of the principal of and premium, if any, and interest on the Bonds are to be paid to Heartland Bank and Trust Company, Springfield, Illinois for the account of County and deposited in a special account created by County and designated "The County of Sangamon Economic Development Revenue Bonds Bond Fund (Young Men's Christian Association of Springfield, Illinois Project)" and such payments have been duly pledged and assigned for that purpose, and in addition, the rights of County (other than certain indemnification rights and the payment of certain expenses of the County) under the Agreement have been assigned to the Purchaser to secure payment of such principal and premium, if any, and interest under the Agreement. The Bonds are issued in part pursuant to the Local Government Debt Reform Act.

(37) THIS BOND DOES NOT CONSTITUTE AN INDEBTEDNESS OF THE COUNTY NOR A LOAN OF THE CREDIT OF THE COUNTY OR THE STATE OF ILLINOIS WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION. NEITHER THE FAITH AND CREDIT OF THE COUNTY NOR THE TAXING POWER OF THE STATE OF ILLINOIS, OR ANY POLITICAL SUBDIVISION

THEREOF, IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY, OR INTEREST ON THE BONDS.

(38) The owner of this 2024A Bond shall have no right to enforce the Agreement or to institute action to enforce the covenants therein, or to take any action with respect to any Event of Default under the Agreement, or to institute, appear in or defend any suit or other proceedings with respect thereto, unless an Event of Default, as defined in the Agreement shall have occurred. In certain events, on the conditions, in the manner and with the effect set forth in the Agreement, the principal of the 2024A Bonds and then outstanding may become or may be declared due and payable before the stated maturity thereof, together with interest accrued thereon.

(39) The Agreement permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of County and the rights of the owner of the 2024A Bonds at any time by County with the consent of the owner the 2024A Bonds. Any such consent or waiver by the owner of the 2024A Bonds shall be conclusive and binding upon such owner and upon all future owners of this 2024A Bond and of any 2024A Bond issued in replacement thereof whether or not notation of such consent or waiver is made upon this 2024A Bond. The Agreement also contains provisions permitting waiver of certain past defaults under the Agreement and their consequences.

(40) The County has designated the 2024A Bonds “qualified tax-exempt obligations” under Section 265(b)(3) of the Code.]

(41) It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the execution and delivery of the Agreement and the issuance of this 2024A Bond do exist, have happened and have been performed in due time, form and manner as required by law; that the issuance of this 2024A Bond and the issue of which it forms a part, together with all other obligations of the County, does not exceed or violate any constitutional or statutory limitation; and that the amounts payable under the Agreement and pledged to the payment of the principal of and premium, if any, and interest on this 2024A Bond and the issue of which it forms a part, as the same become due, will be sufficient in amount for that purpose.

IN WITNESS WHEREOF, The County of Sangamon, Illinois, has caused this 2024A Bond to be executed in its name by the manual signature of its County Chairman and its corporate seal to be hereunto impressed or imprinted hereon and attested by the manual signature of its County Clerk, all as of _____, 20____.

THE COUNTY OF SANGAMON, ILLINOIS

By: _____
Chairman of the County Board

(SEAL)
ATTEST:

(7)-20

County Clerk

1721

(Form of Certificate of Authentication)

This 2024A Bond is one of the 2024A Bonds described in the within mentioned Resolution No. _____ of The County of Sangamon, Illinois.

Registration Date: _____

HEARTLAND BANK AND TRUST COMPANY

By: _____
Authorized Signature

Bond Registrar and Paying Agent:

Heartland Bank and Trust Company
Springfield, Illinois

17-22

(Form for Transfer)

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto _____

(Print name, address and employer identification number or social security number of Transferee)
the within 2024A Bond and all rights thereunder, and hereby irrevocable constitutes and appoints
_____, Attorney to transfer
the within 2024A Bond on the Bond Register kept for registration thereof, with full power of
substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment
must correspond with the name as it appears
upon the face of the within 2024A Bond in
every particular, without alteration or
enlargement or any change whatever.

Signature Guaranteed By:

(Name of Bank)

By: _____
Title: _____

REDEMPTION SCHEDULE

<u>Principal Payment Date</u>	<u>Principal Amount</u>	<u>Principal Payment Date</u>	<u>Principal Amount</u>
8/25/2024	\$4,705.89	2/25/2028	\$5,780.33
9/25/2024	\$4,728.99	3/25/2028	\$5,808.71
10/25/2024	\$4,752.20	4/25/2028	\$5,837.22
11/25/2024	\$4,775.53	5/25/2028	\$5,865.87
12/25/2024	\$4,798.97	6/25/2028	\$5,894.66
1/25/2025	\$4,822.52	7/25/2028	\$5,923.59
2/25/2025	\$4,846.19	8/25/2028	\$5,952.67
3/25/2025	\$4,869.98	9/25/2028	\$5,981.88
4/25/2025	\$4,893.88	10/25/2028	\$6,011.25
5/25/2025	\$4,917.91	11/25/2028	\$6,040.75
6/25/2025	\$4,942.04	12/25/2028	\$6,070.40
7/25/2025	\$4,966.30	1/25/2029	\$6,100.20
8/25/2025	\$4,990.68	2/25/2029	\$6,130.14
9/25/2025	\$5,015.17	3/25/2029	\$6,160.23
10/25/2025	\$5,039.79	4/25/2029	\$6,190.46
11/25/2025	\$5,064.53	5/25/2029	\$6,220.85
12/25/2025	\$5,089.38	6/25/2029	\$6,251.38
1/25/2026	\$5,114.37	7/25/2029	\$6,282.07
2/25/2026	\$5,139.47	8/25/2029	\$6,312.90
3/25/2026	\$5,164.69	9/25/2029	\$6,343.89
4/25/2026	\$5,190.04	10/25/2029	\$6,375.02
5/25/2026	\$5,215.52	11/25/2029	\$6,406.32
6/25/2026	\$5,241.12	12/25/2029	\$6,437.76
7/25/2026	\$5,266.84	1/25/2030	\$6,469.36
8/25/2026	\$5,292.69	2/25/2030	\$6,501.11
9/25/2026	\$5,318.67	3/25/2030	\$6,533.02
10/25/2026	\$5,344.78	4/25/2030	\$6,565.09
11/25/2026	\$5,371.01	5/25/2030	\$6,597.31
12/25/2026	\$5,397.38	6/25/2030	\$6,629.69
1/25/2027	\$5,423.87	7/25/2030	\$6,662.23
2/25/2027	\$5,450.49	8/25/2030	\$6,694.93
3/25/2027	\$5,477.24	9/25/2030	\$6,727.80
4/25/2027	\$5,504.13	10/25/2030	\$6,760.82
5/25/2027	\$5,531.14	11/25/2030	\$6,794.00
6/25/2027	\$5,558.29	12/25/2030	\$6,827.35
7/25/2027	\$5,585.57	1/25/2031	\$6,860.86
8/25/2027	\$5,612.99	2/25/2031	\$6,894.54
9/25/2027	\$5,640.54	3/25/2031	\$6,928.38
10/25/2027	\$5,668.23	4/25/2031	\$6,962.38
11/25/2027	\$5,696.05	5/25/2031	\$6,996.56
12/25/2027	\$5,724.01	6/25/2031	\$7,030.90
1/25/2028	\$5,752.10	7/25/2031	\$7,065.41

(17-24

<u>Principal Payment Date</u>	<u>Principal Amount</u>	<u>Principal Payment Date</u>	<u>Principal Amount</u>
8/25/2031	\$7,100.09	5/25/2035	\$8,850.22
9/25/2031	\$7,134.94	6/25/2035	\$8,893.66
10/25/2031	\$7,169.96	7/25/2035	\$8,937.31
11/25/2031	\$7,205.15	8/25/2035	\$8,981.18
12/25/2031	\$7,240.52	9/25/2035	\$9,025.26
1/25/2032	\$7,276.05	10/25/2035	\$9,069.56
2/25/2032	\$7,311.77	11/25/2035	\$9,114.07
3/25/2032	\$7,347.66	12/25/2035	\$9,158.81
4/25/2032	\$7,383.72	1/25/2036	\$9,203.76
5/25/2032	\$7,419.96	2/25/2036	\$9,248.94
6/25/2032	\$7,456.38	3/25/2036	\$9,294.34
7/25/2032	\$7,492.98	4/25/2036	\$9,339.96
8/25/2032	\$7,529.76	5/25/2036	\$9,385.80
9/25/2032	\$7,566.72	6/25/2036	\$9,431.87
10/25/2032	\$7,603.86	7/25/2036	\$9,478.16
11/25/2032	\$7,641.18	8/25/2036	\$9,524.68
12/25/2032	\$7,678.69	9/25/2036	\$9,571.43
1/25/2033	\$7,716.38	10/25/2036	\$9,618.41
2/25/2033	\$7,754.25	11/25/2036	\$9,665.62
3/25/2033	\$7,792.31	12/25/2036	\$9,713.07
4/25/2033	\$7,830.56	1/25/2037	\$9,760.74
5/25/2033	\$7,868.99	2/25/2037	\$9,808.65
6/25/2033	\$7,907.62	3/25/2037	\$9,856.79
7/25/2033	\$7,946.43	4/25/2037	\$9,905.18
8/25/2033	\$7,985.43	5/25/2037	\$9,953.79
9/25/2033	\$8,024.63	6/25/2037	\$10,002.65
10/25/2033	\$8,064.02	7/25/2037	\$10,051.75
11/25/2033	\$8,103.60	8/25/2037	\$10,101.08
12/25/2033	\$8,143.37	9/25/2037	\$10,150.66
1/25/2034	\$8,183.34	10/25/2037	\$10,200.49
2/25/2034	\$8,223.51	11/25/2037	\$10,250.55
3/25/2034	\$8,263.87	12/25/2037	\$10,300.87
4/25/2034	\$8,304.43	1/25/2038	\$10,351.43
5/25/2034	\$8,345.20	2/25/2038	\$10,402.23
6/25/2034	\$8,386.16	3/25/2038	\$10,453.29
7/25/2034	\$8,427.32	4/25/2038	\$10,504.60
8/25/2034	\$8,468.68	5/25/2038	\$10,556.16
9/25/2034	\$8,510.25	6/25/2038	\$10,607.97
10/25/2034	\$8,552.02	7/25/2038	\$10,660.04
11/25/2034	\$8,594.00	8/25/2038	\$10,712.36
12/25/2034	\$8,636.18	9/25/2038	\$10,764.94
1/25/2035	\$8,678.57	10/25/2038	\$10,817.78
2/25/2035	\$8,721.17	11/25/2038	\$10,870.88
3/25/2035	\$8,763.97	12/25/2038	\$10,924.24
4/25/2035	\$8,806.99	1/25/2039	\$10,977.86

17-25

<u>Principal Payment Date</u>	<u>Principal Amount</u>
2/25/2039	\$11,031.74
3/25/2039	\$11,085.89
4/25/2039	\$11,140.30
5/25/2039	\$11,194.98
6/25/2039	\$11,249.93

17-26

EXHIBIT B
(FORM OF 2024B BOND)

UNITED STATES OF AMERICA
THE COUNTY OF SANGAMON, ILLINOIS
TAXABLE ECONOMIC DEVELOPMENT REVENUE BONDS
(YOUNG MEN'S CHRISTIAN ASSOCIATION OF SPRINGFIELD, ILLINOIS PROJECT)
SERIES 2024B

No. ____

\$255,500

KNOW ALL MEN BY THESE PRESENTS that The County of Sangamon, Illinois (the "County"), a county of the State of Illinois, for value received, promises to pay from the source and as hereinafter provided, to the order of HEARTLAND BANK AND TRUST COMPANY, or registered assigns, the principal sum of TWO HUNDRED FIFTY-FIVE THOUSAND FIVE HUNDRED DOLLARS, in installments of principal as hereinafter provided and to pay interest on the unpaid balance of said principal sum as hereinafter provided, until the principal amount is paid in full.

(1) Interest shall be calculated on the outstanding principal amount of this 2024B Bond from the date of the authentication of this 2024B Bond initially at the Interest Rate and thereafter adjusted on each of the Adjustment Dates to the then existing Interest Rate.

(2) "2024A Bonds" means the County's Economic Development Revenue Bonds (Young Men's Christian Association of Springfield, Illinois Project), Series 2024A, in an aggregate principal amount of \$1,344,500.

(3) "2024B Bonds" means the County's Taxable Economic Development Revenue Bonds (Young Men's Christian Association of Springfield, Illinois Project), Series 2024B, in an aggregate principal amount of \$255,500.

(4) "Adjustment Dates" means (i) the date of issuance of this 2024B Bond, (ii) June 25, 2029, and (iii) June 25, 2034.

(5) "Agreement" means the Loan Agreement dated as of June 1, 2024 between the County and the Borrower.

(6) "Bond Year" means a one year period commencing on June 25 of each year, with the first Bond Year commencing June 25, 2024.

(7) "Bonds" means the 2024A Bonds and the 2024B Bonds.

(8) "Borrower" means Young Men's Christian Association of Springfield, Illinois, an Illinois not-for-profit corporation and a 501(c)(3) organization.

(9) “FHLB 5 Year Rate” means the rate equal to the sum of (i) The Federal Home Loan Bank of Chicago Advance Rate for a 5 year regular fixed rate existing on the most recent Adjustment Date, plus (ii) two hundred seventy-five basis points (2.75%).

(10) “Interest Rate” means the rate of interest per annum equal to (a) 7.18% on the initial Adjustment Date, and (b) on subsequent Adjustment Dates after the issuance date of the 2024B Bonds, the greater of (i) 7.18%, and (ii) the FHLB 5 Year Rate.

(11) “Interest Payment Date” means the twenty-fifth (25th) day of each month during the term of the 2024B Bonds, commencing August 25, 2024.

(12) “Overdue Rate” means the Interest Rate plus 5.00%.

(13) “Principal Payment Date” means each Principal Payment Date shown on the attached Redemption Schedule.

(14) “Purchaser” means Heartland Bank and Trust Company, Springfield, Illinois, a state banking corporation.

(15) “Resolution” means Resolution No. ____ adopted by the County Board of the County on June 11, 2024 authorizing issuance of the 2024B Bonds.

(16) Principal advances shall be made on this 2024B Bond from time to time in accordance with the Agreement. Interest shall be calculated on the then outstanding principal amount of this 2024B Bond (not on the unpaid principal amount of the Promissory Note) from the date hereof at the Interest Rate.

(17) In the event any payment is not made within ten (10) days of when due hereunder, the County shall pay to the owner of this 2024B Bond a “late charge” equal 5.00% of the payment due or \$25.00, whichever is greater, up to the maximum amount of \$250.00 per late charge. In addition, upon acceleration of the Note, as defined in the Agreement of even date herewith from the Borrower to the County, all amounts payable as a result of such acceleration shall bear interest at the Taxable Interest Rate from the date of acceleration until paid. In the event of any Event of Default under the Loan Agreement, the 2024B Bond shall bear interest at the Overdue Rate.

(18) Interest payments shall be payable on the 2024B Bond on each Interest Payment Date in amounts calculated so as to equal interest on the principal amount of the 2024B Bond calculated at the applicable interest rate. Principal payments shall be made in the amounts and on the Principal Payment Dates as set forth in the Redemption Schedule attached hereto. All payments of principal and interest shall be due and payable on the Principal Payment Dates and the Interest Payment Dates, respectively, through June 25, 2039, when payment shall be made of all principal then remaining unpaid, if any, together with interest thereon. All payments shall be applied first to interest due and the balance to repayment of principal. Interest shall be calculated on an actual day/360 day basis.

(19) The County has authorized the issuance of the Bonds for the purpose of providing funds to pay costs of acquiring, constructing, equipping and improving a certain project as described in the Resolution.

(20) Principal of and interest and premium, if any, on this 2024B Bond are payable in lawful money of the United States of America. Payment of principal and interest on this 2024A Bond shall be made to the registered owner thereof and shall be paid by check or draft mailed to the registered owner at his address as it appears on the registration books of maintained by Heartland Bank and Trust Company, Springfield, Illinois as Bond Registrar and Paying Agent for the Bonds or at such other address as is furnished to the Bond Registrar and Paying Agent in writing by such registered owner.

(21) The proceeds from the sale of the Bonds have been lent by the County to the Borrower under the terms of a Loan Agreement, dated as of June 1, 2024 (which agreement, as from time to time amended and supplemented, is hereinafter referred to as the "Agreement"), under which the Borrower is obligated to pay amounts which are sufficient to pay (1) the principal of and premium, if any, and interest on the Bonds as the same shall become due in accordance with the Bonds terms and provisions and the terms and provisions of the Agreement, and (2) the fees and expenses of any paying agents properly payable under the Agreement and certain expenses of the County.

(22) The Bonds are secured by an Assignment and Agreement dated as of June 1, 2024, between the County and the Purchaser. Reference is hereby made to the Agreement for a description of the property pledged and assigned, the provisions, among others, with respect to the nature and extent of the security, the rights, duties and obligations of County, and the owner of the Bonds, and the terms upon which the Bonds is issued and secured. The Bonds are issued in parity and rank *pari passu* with each other, equally and ratably secured by the collateral securing the Bonds.

(23) This 2024B Bond is transferable by the registered owner hereof in person or by his attorney duly authorized in writing, but only in the manner, subject to the limitations and upon payment of the charges provided in the Agreement, and upon surrender and cancellation of this 2024B Bond. Upon such transfer a new registered 2024B Bond or 2024B Bonds of the same series and the same maturity and of authorized denomination or denominations for the same aggregate principal amount will be issued to the transferee in exchange therefor. The County and any paying agents may deem and treat the registered owner hereof as the absolute owner hereof (whether or not this 2024B Bond shall be overdue) for the purpose of receiving payment of or on account of principal hereof and premium, if any, and interest due hereon and for all other purposes, and County shall not be affected by the notice to the contrary.

(24) The 2024B Bonds are issuable only as fully registered bonds without coupons. Subject to the limitations and upon payment of the charges provided in the Agreement a registered Bond without coupons may be exchanged for a like aggregate principal amount of registered Bonds without coupons of other authorized denominations of the same series and the same maturity.

(25) Principal due on the 2024B Bonds may be redeemed prior to maturity at the option of the Borrower on any date, in whole or in part, at par plus accrued interest to the redemption date subject to the following redemption fees. Redemption in part shall be applied to mandatory redemption requirements in inverse order of the mandatory redemption dates in the Redemption Schedule. Principal redemption of 120% of the scheduled amortization is allowed in each Bond Year following an Adjustment Date without penalty or fee. If principal redemption for a Bond Year exceeds 120% of the scheduled amortization in such Bond Year, all principal redemption exceeding 120% of the scheduled amortization is subject to a redemption fee expressed as a percentage of principal redeemed as follows:

<u>Bond Year Following an Adjustment Date</u>	<u>Redemption Fee</u>
First	5%
Second	4%
Third	3%
Fourth	2%
Fifth	1%

(26) The redemption fee percentages set forth above shall apply for each five-year period following the most recent Adjustment Date. Notice of the redemption of a 2024B Bond shall be delivered not less than fifteen (15) days prior to the date fixed for such redemption to the Registered Owner of the 2024B Bond at the Registered Owner's last address appearing on such registration books.

(27) In the event the Borrower redeems the 2024B Bonds in part, the Borrower shall be required to continue to make payments on each subsequent Principal Payment Date until the entire principal balance of the 2024B Bonds is paid in full.

(28) Additionally, notwithstanding the foregoing paragraphs, the 2024B Bonds are subject to redemption in the event the Borrower shall be obligated to prepay the amounts payable under the Agreement as provided in Article V of the Agreement. If called for redemption at any time pursuant to the above, the 2024B Bonds shall be subject to redemption by County in whole or in part. Reference is hereby made to Section 9.1 and Article V of the Agreement for a description of the circumstances and terms under which Borrower may prepay or be required to prepay the amounts payable under the Agreement.

(29) The Bonds are issued pursuant to and in full compliance with the Industrial Building Revenue Bond Act, 50 ILCS 445/1, *et seq.*, as amended, and by appropriate action duly taken by the County Board of the County which authorizes the execution and delivery of the Agreement. Payments sufficient for the prompt payment, when due, of the principal of and premium, if any, and interest on the Bonds are to be paid to Heartland Bank and Trust Company, Springfield, Illinois for the account of County and deposited in a special account created by County and designated "The County of Sangamon Economic Development Revenue Bonds Bond Fund (Young Men's Christian Association of Springfield, Illinois Project)" and such payments have been duly pledged and assigned for that purpose, and in addition, the rights of County (other than certain indemnification rights and the payment of certain expenses of the County) under the Agreement have been assigned to the Purchaser to secure payment of such principal and

premium, if any, and interest under the Agreement. The Bonds are issued in part pursuant to the Local Government Debt Reform Act.

(30) THIS BOND DOES NOT CONSTITUTE AN INDEBTEDNESS OF THE COUNTY NOR A LOAN OF THE CREDIT OF THE COUNTY OR THE STATE OF ILLINOIS WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION. NEITHER THE FAITH AND CREDIT OF THE COUNTY NOR THE TAXING POWER OF THE STATE OF ILLINOIS, OR ANY POLITICAL SUBDIVISION THEREOF, IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY, OR INTEREST ON THE BONDS.

(31) The owner of this 2024B Bond shall have no right to enforce the Agreement or to institute action to enforce the covenants therein, or to take any action with respect to any Event of Default under the Agreement, or to institute, appear in or defend any suit or other proceedings with respect thereto, unless an Event of Default, as defined in the Agreement shall have occurred. In certain events, on the conditions, in the manner and with the effect set forth in the Agreement, the principal of the 2024B Bonds and then outstanding may become or may be declared due and payable before the stated maturity thereof, together with interest accrued.

(32) The Agreement permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of County and the rights of the owner of the 2024B Bonds at any time by County with the consent of the owner the 2024B Bonds. Any such consent or waiver by the owner of the 2024B Bonds shall be conclusive and binding upon such owner and upon all future owners of this 2024B Bond and of any 2024B Bond issued in replacement thereof whether or not notation of such consent or waiver is made upon this 2024B Bond. The Agreement also contains provisions permitting waiver of certain past defaults under the Agreement and their consequences.

(33) It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the execution and delivery of the Agreement and the issuance of this 2024B Bond do exist, have happened and have been performed in due time, form and manner as required by law; that the issuance of this 2024B Bond and the issue of which it forms a part, together with all other obligations of the County, does not exceed or violate any constitutional or statutory limitation; and that the amounts payable under the Agreement and pledged to the payment of the principal of and premium, if any, and interest on this 2024B Bond and the issue of which it forms a part, as the same become due, will be sufficient in amount for that purpose.

IN WITNESS WHEREOF, The County of Sangamon, Illinois, has caused this 2024B Bond to be executed in its name by the manual signature of its County Chairman and its corporate seal to be hereunto impressed or imprinted hereon and attested by the manual signature of its County Clerk, all as of _____, 20____.

THE COUNTY OF SANGAMON, ILLINOIS

By: _____
Chairman of the County Board

(SEAL)
ATTEST:

17-31

County Clerk

(Form of Certificate of Authentication)

This 2024B Bond is one of the 2024B Bonds described in the within mentioned Resolution No. _____ of The County of Sangamon, Illinois.

Registration Date: _____

HEARTLAND BANK AND TRUST COMPANY

By: _____
Authorized Signature

Bond Registrar and Paying Agent:

Heartland Bank and Trust Company
Springfield, Illinois

(Form for Transfer)

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto _____

(Print name, address and employer identification number or social security number of Transferee)
the within 2024B Bond and all rights thereunder, and hereby irrevocable constitutes and appoints
_____, Attorney to transfer
the within 2024B Bond on the Bond Register kept for registration thereof, with full power of
substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment
must correspond with the name as it appears
upon the face of the within 2024B Bond in
every particular, without alteration or
enlargement or any change whatever.

Signature Guaranteed By:

(Name of Bank)

By: _____
Title: _____

17-34

REDEMPTION SCHEDULE

<u>Principal Payment Date</u>	<u>Principal Amount</u>	<u>Principal Payment Date</u>	<u>Principal Amount</u>
8/25/2024	\$800.79	2/25/2028	\$1,028.80
9/25/2024	\$805.58	3/25/2028	\$1,034.95
10/25/2024	\$810.40	4/25/2028	\$1,041.15
11/25/2024	\$815.25	5/25/2028	\$1,047.38
12/25/2024	\$820.13	6/25/2028	\$1,053.64
1/25/2025	\$825.03	7/25/2028	\$1,059.95
2/25/2025	\$829.97	8/25/2028	\$1,066.29
3/25/2025	\$834.94	9/25/2028	\$1,072.67
4/25/2025	\$839.93	10/25/2028	\$1,079.09
5/25/2025	\$844.96	11/25/2028	\$1,085.54
6/25/2025	\$850.01	12/25/2028	\$1,092.04
7/25/2025	\$855.10	1/25/2029	\$1,098.57
8/25/2025	\$860.22	2/25/2029	\$1,105.15
9/25/2025	\$865.36	3/25/2029	\$1,111.76
10/25/2025	\$870.54	4/25/2029	\$1,118.41
11/25/2025	\$875.75	5/25/2029	\$1,125.10
12/25/2025	\$880.99	6/25/2029	\$1,131.84
1/25/2026	\$886.26	7/25/2029	\$1,138.61
2/25/2026	\$891.56	8/25/2029	\$1,145.42
3/25/2026	\$896.90	9/25/2029	\$1,152.27
4/25/2026	\$902.26	10/25/2029	\$1,159.17
5/25/2026	\$907.66	11/25/2029	\$1,166.10
6/25/2026	\$913.09	12/25/2029	\$1,173.08
7/25/2026	\$918.56	1/25/2030	\$1,180.10
8/25/2026	\$924.05	2/25/2030	\$1,187.16
9/25/2026	\$929.58	3/25/2030	\$1,194.26
10/25/2026	\$935.14	4/25/2030	\$1,201.41
11/25/2026	\$940.74	5/25/2030	\$1,208.60
12/25/2026	\$946.37	6/25/2030	\$1,215.83
1/25/2027	\$952.03	7/25/2030	\$1,223.10
2/25/2027	\$957.73	8/25/2030	\$1,230.42
3/25/2027	\$963.46	9/25/2030	\$1,237.78
4/25/2027	\$969.22	10/25/2030	\$1,245.19
5/25/2027	\$975.02	11/25/2030	\$1,252.64
6/25/2027	\$980.85	12/25/2030	\$1,260.14
7/25/2027	\$986.72	1/25/2031	\$1,267.68
8/25/2027	\$992.63	2/25/2031	\$1,275.26
9/25/2027	\$998.57	3/25/2031	\$1,282.89
10/25/2027	\$1,004.54	4/25/2031	\$1,290.57
11/25/2027	\$1,010.55	5/25/2031	\$1,298.29
12/25/2027	\$1,016.60	6/25/2031	\$1,306.06
1/25/2028	\$1,022.68	7/25/2031	\$1,313.87

17-35

<u>Principal Payment Date</u>	<u>Principal Amount</u>
8/25/2031	\$1,321.73
9/25/2031	\$1,329.64
10/25/2031	\$1,337.60
11/25/2031	\$1,345.60
12/25/2031	\$1,353.65
1/25/2032	\$1,361.75
2/25/2032	\$1,369.90
3/25/2032	\$1,378.09
4/25/2032	\$1,386.34
5/25/2032	\$1,394.64
6/25/2032	\$1,402.98
7/25/2032	\$1,411.37
8/25/2032	\$1,419.82
9/25/2032	\$1,428.31
10/25/2032	\$1,436.86
11/25/2032	\$1,445.46
12/25/2032	\$1,454.11
1/25/2033	\$1,462.81
2/25/2033	\$1,471.56
3/25/2033	\$1,480.36
4/25/2033	\$1,489.22
5/25/2033	\$1,498.13
6/25/2033	\$1,507.10
7/25/2033	\$1,516.11
8/25/2033	\$1,525.18
9/25/2033	\$1,534.31
10/25/2033	\$1,543.49
11/25/2033	\$1,552.73
12/25/2033	\$1,562.02
1/25/2034	\$1,571.36
2/25/2034	\$1,580.76
3/25/2034	\$1,590.22
4/25/2034	\$1,599.74
5/25/2034	\$1,609.31
6/25/2034	\$1,618.94
7/25/2034	\$1,628.63
8/25/2034	\$1,638.37
9/25/2034	\$1,648.17
10/25/2034	\$1,658.03
11/25/2034	\$1,667.95
12/25/2034	\$1,677.93
1/25/2035	\$1,687.97
2/25/2035	\$1,698.07
3/25/2035	\$1,708.23
4/25/2035	\$1,718.46
5/25/2035	\$1,728.74
6/25/2035	\$1,739.08

<u>Principal Payment Date</u>	<u>Principal Amount</u>
7/25/2035	\$1,749.49
8/25/2035	\$1,759.95
9/25/2035	\$1,770.48
10/25/2035	\$1,781.08
11/25/2035	\$1,791.73
12/25/2035	\$1,802.46
1/25/2036	\$1,813.24
2/25/2036	\$1,824.09
3/25/2036	\$1,835.00
4/25/2036	\$1,845.98
5/25/2036	\$1,857.03
6/25/2036	\$1,868.14
7/25/2036	\$1,879.32
8/25/2036	\$1,890.56
9/25/2036	\$1,901.87
10/25/2036	\$1,913.25
11/25/2036	\$1,924.70
12/25/2036	\$1,936.22
1/25/2037	\$1,947.80
2/25/2037	\$1,959.46
3/25/2037	\$1,971.18
4/25/2037	\$1,982.97
5/25/2037	\$1,994.84
6/25/2037	\$2,006.77
7/25/2037	\$2,018.78
8/25/2037	\$2,030.86
9/25/2037	\$2,043.01
10/25/2037	\$2,055.24
11/25/2037	\$2,067.53
12/25/2037	\$2,079.90
1/25/2038	\$2,092.35
2/25/2038	\$2,104.87
3/25/2038	\$2,117.46
4/25/2038	\$2,130.13
5/25/2038	\$2,142.88
6/25/2038	\$2,155.70
7/25/2038	\$2,168.60
8/25/2038	\$2,181.57
9/25/2038	\$2,194.63
10/25/2038	\$2,207.76
11/25/2038	\$2,220.97
12/25/2038	\$2,234.26
1/25/2039	\$2,247.62
2/25/2039	\$2,261.07
3/25/2039	\$2,274.60
4/25/2039	\$2,288.21
5/25/2039	\$2,301.90

17-36

<u>Principal Payment Date</u>	<u>Principal Amount</u>
6/25/2039	\$2,315.67