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**ORDINANCE NUMBER 4593**

AN ORDINANCE authorizing and providing for the issuance of not to exceed \$13,980,000 Taxable General Obligation Refunding Bonds (Alternate Revenue Source), Series 2021D, of the City of East Peoria, Tazewell County, Illinois, for the purpose of refunding certain outstanding alternate revenue bonds of said City, authorizing the execution of a bond order in connection therewith, pledging certain revenues of said City, providing for the imposition of taxes to pay the same, authorizing the execution of an escrow agreement in connection therewith, and authorizing the sale of said bonds to the purchaser thereof.

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Introduced by the Council on  
the 7th day of September,  
2021.

Adopted by the Council on the  
21st day of September, 2021.

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This Table of Contents is for convenience only and is not a part of the ordinance.

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WHEREAS, the City of East Peoria, Tazewell County, Illinois (the “*City*”), is a duly organized and existing municipality incorporated and existing under the provisions of the laws of the State of Illinois (the “*State*”), and is now operating under the provisions of the Illinois Municipal Code, as amended (the “*Municipal Code*”), including therein specifically, the Tax Increment Allocation Redevelopment Act, as amended (the “*TIF Act*”); and

WHEREAS, the Municipal Code and the TIF Act, as supplemented by the Local Government Debt Reform Act, as amended (the “*Reform Act*”), and the other Omnibus Bond Acts, as amended, constitute the “Applicable Law” (the “*Applicable Law*”) under the Reform Act; and

WHEREAS, pursuant to Applicable Law the City is authorized to take certain actions, including issuing the hereinafter described bonds; and

WHEREAS, the Council of the City (the “*Corporate Authorities*”) has heretofore determined that it was advisable, necessary and in the best interests of the City and its residents, in order to promote the public health, welfare, safety and convenience, to undertake a redevelopment plan (as most recently amended, the “*Plan*”) and project (as most recently amended, the “*Project*”) in order to assure the redevelopment of the Camp Street Redevelopment Project Area (the “*Camp Street Redevelopment Project Area*”), all as provided in the TIF Act; and

WHEREAS, the Corporate Authorities have heretofore determined that it was advisable, necessary and in the best interests of the City and its residents to undertake a portion of the Project

as approved in the Plan, including, but not limited to acquisition of land or rights in land, site preparation, the construction of an approximately 150,000 square foot building (the “*Retail Facility*”) located in the Camp Street Redevelopment Project Area and owned by the City and be leased by the City as a retail facility to Bass Pro Outdoor World, L.L.C., a Missouri limited liability company (the “*Tenant*”), pursuant to a Lease Agreement by and between the City and the Tenant (as may be supplemented or amended, the “*Lease*”), and related appurtenances as described in the Lease, and the construction and installation of necessary public capital infrastructure improvements, together with related appurtenances, all electrical, professional, financial, bond registrar, legal, mechanical and other services necessary, useful or advisable to such acquisition, construction and installation (said portion of the Project being, collectively, the “*Redevelopment Project*”); and

WHEREAS, the Redevelopment Project was contemplated by, and was included in, the Plan when the Plan was approved by ordinance; and

WHEREAS, the Plan and Project were approved and amended, the Camp Street Redevelopment Project Area was designated and the boundaries thereof were expanded, and tax increment allocation financing was adopted by the City therefor, all in compliance with and as provided by the TIF Act; and

WHEREAS, the Lease provides that the City is to receive from the Tenant certain rental payments (the “*Rent*”), a portion of which Rent (said portion being the hereinafter defined “*Pledged Rental Income*”) is expected to be available to pay or reimburse the costs of the Redevelopment Project and/or to pay principal of and interest on bonds issued to pay or reimburse such costs; and

WHEREAS, the City receives certain incremental property taxes (being the hereinafter defined “*Camp Street Incremental Property Taxes*”) derived from the Camp Street

Redevelopment Project Area which are now expected to be available to pay or reimburse the costs of the Redevelopment Project and/or to pay principal of and interest on bonds issued to pay or reimburse such costs; and

WHEREAS, the City has issued and there are now outstanding certain Taxable General Obligation Bonds (Alternate Revenue Source), Series 2007 (the “*Series 2007 Bonds*”), General Obligation Bonds (Alternate Revenue Source), Series 2010A (the “*Series 2010A Bonds*”), General Obligation Refunding Bonds (Alternate Revenue Source), Series 2012F (the “*Series 2012F Bonds*”), Taxable General Obligation Refunding Bonds (Alternate Revenue Source), Series 2014 (the “*Series 2014 Bonds*”), and Taxable General Obligation Refunding Bonds (Alternate Revenue Source), Series 2019 (the “*Series 2019 Bonds*” and collectively, the “*Prior Camp Street TIF Bonds*”), which are ratably and equally secured by the Camp Street Incremental Property Taxes; and

WHEREAS, in the various proceedings adopted by the Corporate Authorities to authorize the issuance of the Prior Camp Street TIF Bonds, the City expressly reserved the right to issue “Additional Bonds” to be ratably and equally secured with the Prior Camp Street TIF Bonds by the Camp Street Incremental Property Taxes; and

WHEREAS, the City also receives certain incremental property taxes derived from the West Washington Street Redevelopment Project Area heretofore designated by the City pursuant to the TIF Act (the “*West Washington Street Redevelopment Project Area*”); and

WHEREAS, the West Washington Street Redevelopment Project Area is contiguous to the Camp Street Redevelopment Project Area; and

WHEREAS, the City has heretofore issued and there are now outstanding certain General Obligation Bonds (West Washington Street Alternate Revenue Source), Series 2012A (the “*Series 2012A Bonds*”), and General Obligation Refunding Bonds (Alternate Revenue Source),

Series 2013B (the “*Series 2013B Bonds*”), which are secured, in part, on a senior lien basis by the West Washington Street Incremental Property Taxes, if, as and when received; and

WHEREAS, in the various proceedings adopted by the Corporate Authorities to authorize the issuance of the Series 2012A Bonds and the Series 2013B Bonds (the “*Prior West Washington Street TIF Bonds*”), the City expressly reserved the right to issue “Junior Lien Bonds” or subordinate lien obligations to be secured, on a junior lien or subordinated lien basis, by a pledge of the West Washington Street Incremental Property Taxes; and

WHEREAS, that portion of the West Washington Street Incremental Property Taxes which may be from time to time on deposit in and to the credit of the General Account of the West Washington Street Redevelopment Project Area Special Tax Allocation Fund (said portion being the hereinafter defined “*Subordinated West Washington Street Incremental Property Taxes*”) are now also expected to be available to pay or reimburse the costs of the Redevelopment Project and/or to pay principal of and interest on bonds issued to pay or reimburse such costs, all as provided by and permitted under the TIF Act; and

WHEREAS, the Series 2010A Bonds, the Series 2014 Bonds and the Series 2019 Bonds (collectively, the “*Subordinated West Washington Street Bonds*”) are ratably and equally secured by the Subordinated West Washington Street Incremental Property Taxes; and

WHEREAS, the City also has available amounts distributed to the City by the State from sales taxes, or successor taxes thereto (being the hereinafter defined the “*Sales Taxes*”), which are expected to be available to pay or reimburse such costs; and

WHEREAS, the Series 2010A Bonds, the Series 2012A Bonds, certain General Obligation Bonds (Hotel/Motel Tax Alternate Revenue Source), Series 2012B, the Series 2013B Bonds, the Series 2014 Bonds and the Series 2019 Bonds (collectively, the “*Prior Sales Tax Bonds*”) are secured, in part, ratably and equally, by said distributions of Sales Taxes; and

WHEREAS, in the various proceedings adopted by the Corporate Authorities to authorize the issuance of the Prior Sales Tax Bonds, the City expressly reserved the right to issue “Additional Bonds” to be ratably and equally secured with the Prior Sales Tax Bonds by the Sales Taxes; and

WHEREAS, the City, acting through the Corporate Authorities, has determined that it is advisable, necessary and in the best interests of the public health, safety and welfare to refund all or a portion of the Series 2014 Bonds and thereby accomplish debt service savings (the “*Refunding*”); and

WHEREAS, the Series 2014 Bonds to be refunded (the “*Refunded Bonds*”) will be specifically identified in the hereinafter defined Bond Order, to be executed by the City as hereinafter provided; and

WHEREAS, the expenses and contingencies relating to the Refunding include legal, financial, bond discount, capitalized bond interest, bond reserve initial deposits, bond registrar, paying agent, escrow agent and related banking fees, printing and publication costs and other miscellaneous costs; and

WHEREAS, the estimated costs of effectuating the Refunding, including, as applicable, such expenses and contingencies, is not more than \$13,980,000 plus investment earnings thereon, and there are insufficient funds on hand and lawfully available to pay such costs; and

WHEREAS, the Reform Act provides that alternate Bonds can be issued to refund the Refunded Bonds without meeting any of the provisions and requirements of Section 15 of the Reform Act provided that the term of such alternate Bonds is not longer than the term of the Refunded Bonds and that the debt service payable in any year on such alternate Bonds shall not exceed the debt service payable in such year on the Refunded Bonds (the “*Refunding Conditions*”); and



WHEREAS, the Corporate Authorities have heretofore, and it is hereby expressly, determined that the Refunding Conditions can be met and accordingly, Alternate Bonds can be issued to pay the costs of the Refunding; and

WHEREAS, the Bonds, as hereinafter defined, to be issued will be payable from all or any portion of (i) the Pledged Rental Income and/or (ii) ratably and equally with the Prior Camp Street TIF Bonds, from the Camp Street Incremental Property Taxes and/or (iii) on a subordinate lien basis, and ratably and equally with the Subordinated West Washington Street Bonds, from the Subordinated West Washington Street Incremental Property Taxes and/or (iv) ratably and equally with the Prior Sales Tax Bonds, from the Sales Taxes, and will also be payable from the Full Faith and Credit Taxes, as hereinafter defined:

NOW, THEREFORE, Be It Ordained by the Council of the City of East Peoria, Tazewell County, Illinois, as follows:

*Section 1. Definitions.* A. The words and terms used in this Ordinance shall have the meanings set forth and defined for them herein unless the context or use clearly indicates another or different meaning is intended, including the words and terms as follows:

“*Additional Bonds*” means any Alternate Bonds issued in the future in accordance with the provisions of Applicable Law on a parity with and sharing equally in the Pledged Revenues with the Bonds.

“*Administrative Account Requirement*” means the amount, if any, so defined in a Bond Order.

“*Alternate Bonds*” means any Outstanding Bonds issued as alternate bonds under and pursuant to the provisions of the Reform Act, and includes, expressly, the Bonds.

“*Applicable Law*” means, collectively, the Municipal Code (including therein the TIF Act), the Reform Act, and the Omnibus Bond Acts, as amended.

“*Authorized Denomination*” means \$5,000 or any integral multiple thereof or as otherwise set forth in the Bond Order.

“*Bond*” or “*Bonds*” means the not to exceed \$13,980,000 Taxable General Obligation Refunding Bonds (Alternate Revenue Source), Series 2021D, authorized to be issued by this Ordinance.

“*Bond Counsel*” means Chapman and Cutler LLP, Chicago, Illinois.

“*Bond Fund*” means, collectively, the Full Faith and Credit Taxes Fund, the Pledged Rental Income Account, the Senior Lien Principal and Interest Account of the Camp Street Special Tax Allocation Fund, and the Pledged Sales Tax Account, each as established or continued hereunder and as defined in Section 12 of this Ordinance.

“*Bond Moneys*” means Pledged Revenues on deposit in the Senior Lien Principal and Interest Account of the Special Tax Allocation Fund, the Pledged Rental Income Account or the Pledged Sales Tax Account and investment earnings thereon.

“*Bond Order*” means a written bond order and notification of sale to be executed by the Designated Officers, or any two of them, as hereinafter provided, for the Bonds.

“*Bond Register*” means the books of the City kept by the Bond Registrar to evidence the registration and transfer of the Bonds.

“*Bond Registrar*” or “*Paying Agent*” means that financial institution, having trust powers, or a successor bank with trust powers or a trust company, duly authorized to do business as bond registrar and paying agent as herein required, and so identified in the Bond Order.

“*Bond Year*” means that twelve-calendar month period beginning on January 1 of any calendar year and ending on December 31 of that calendar year.

“*Book Entry Form*” means the issuance of the Bonds in the form of a separate single fully registered Bond for each maturity.

“*Camp Street Incremental Property Taxes*” means the Incremental Property Taxes, if, as and when received, to be derived from the Camp Street Redevelopment Project Area.

“*Camp Street Special Tax Allocation Fund*” means the Special Tax Allocation Fund for the Camp Street Redevelopment Project Area, heretofore established by the City by an ordinance adopted by the Corporate Authorities, and expressly continued hereunder.

“*City Clerk*” means the City Clerk of the City.

“*City Treasurer*” means the City Treasurer of the City.

“*Code*” means the Internal Revenue Code of 1986, as amended.

“*Corporate Authorities*” means the Council of the City.

“*County Clerk*” means the County Clerk of The County of Tazewell, Illinois.

“*Depository*” means The Depository Trust Company, New York, New York, or success depository duly qualified to hold securities in a book-entry only system, and assigns.

“*Designated Officers*” means the Mayor, City Clerk, City Treasurer or Administrator of the City, or successors or assigns, or any of them acting together.

“*Expense Fund*” means the fund established hereunder and further described by Section 21 of this Ordinance.

“*Fiscal Year*” means that twelve-calendar month period selected by the Corporate Authorities as the Fiscal Year for the City.

“*Full Faith and Credit Taxes*” means the ad valorem taxes levied against all of the taxable property in the City without limitation as to rate or amount, pledged hereunder by the City as security for the Bonds.

“*Independent*” when used with respect to any specified person means such person who is in fact independent and is not connected with the City as an officer, employee, underwriter, or person performing a similar function. Whenever it is herein provided that the opinion or report of any Independent person shall be furnished, such person shall be appointed by the City, and such opinion or report shall state that the signer has read this definition and that the signer is Independent within the meaning hereof.

“*Incremental Property Taxes*” means, as to the Camp Street Redevelopment Project Area or the West Washington Street Redevelopment Project Area, the ad valorem taxes, if any, arising from the tax levies upon taxable real property in the respective Redevelopment Project Area by any and all taxing districts or municipal corporations having the power to tax real property in the respective Redevelopment Project Area, which taxes are attributable to the increase in the then current equalized assessed valuation of each taxable lot, block, tract or parcel of real property in the respective Redevelopment Project Area over and above the Total Initial Equalized Assessed Value of each such piece of property in the respective Redevelopment Project Area, all as determined by the County Clerk in accord with Section 11-74.4-9 of the TIF Act,

“*Interest Payment Date*” means a Stated Maturity of interest on the Bonds.

“*Interest Requirement*” means for any Bonds, Additional Bonds, or Junior Lien Bonds and for any Bond Year the aggregate amount of interest on such Bonds, Additional Bonds, or Junior Lien Bonds having a Stated Maturity during such Bond Year.

“*Junior Lien Bonds*” means any obligations of the City hereafter issued and payable from Pledged Incremental Property Taxes, if any, on deposit in the Junior Lien Principal and Interest Account.

“*Junior Lien Principal and Interest Account*” means the account of the Special Tax Allocation Fund so named and continued in Section 12 of this Ordinance.

“*Mayor*” means the Mayor of the City.

“*Ordinance*” means this ordinance as supplemented or amended from time to time.

“*Outstanding*” or “*outstanding*” refers to Bonds, Additional Bonds, or Junior Lien Bonds which are outstanding and unpaid; *provided, however*, such term shall not include Bonds, Additional Bonds, or Junior Lien Bonds which (i) have matured and for which moneys are on deposit with proper escrow agents or similar institutions having trust powers, or are otherwise properly available, sufficient to pay all principal and interest thereof, or (ii) the provision for payment of which has been made by the City by the deposit in an irrevocable trust or escrow account of funds or direct, full faith and credit obligations of the United States of America, the principal of and interest on which will be sufficient to pay at maturity or as called for redemption all of the principal of and interest and any applicable premium on such Bonds, Additional Bonds, or Junior Lien Bonds.

“*Pledged Incremental Property Taxes*” means, collectively, the Camp Street Incremental Property Taxes and the Subordinated West Washington Street Incremental Property Taxes.

“*Pledged Moneys*” means, collectively, the Pledged Revenues and the Full Faith and Credit Taxes.

“*Pledged Revenues*” means, collectively, (A) ratably and equally with the Prior Rental Income Bonds, to and including the last date on which the Lease is in effect, the Pledged Rental Income, (B) ratably and equally with the Prior Camp Street TIF Bonds, to and including the relevant TIF Termination Date, the Camp Street Incremental Property Taxes, (C) on a subordinated lien basis, and ratably and equally with the Subordinated West Washington Street Bonds, to and including the relevant TIF Termination Date, the Subordinated West Washington Street Incremental Property Taxes, and (D) ratably and equally with the Prior Sales Tax Bonds, the Sales Taxes.

“*Principal Requirement*” means for any Bonds, Additional Bonds, or Junior Lien Bonds and for any Bond Year the aggregate principal amount of such Bonds, Additional Bonds, or Junior Lien Bonds having a Stated Maturity during such Bond Year.

“*Prior Rental Income Bonds*” means any outstanding Series 2010A Bonds, Series 2014 Bonds and Series 2019 Bonds.

“*Purchase Price*” means the price paid by the Purchaser for the Bonds, *provided*, that said price shall be not less than 96% of the aggregate par amount of the Bonds and *further provided* that no Bonds shall be sold at such price that either the true interest cost (yield) or the net interest rate, as may be selected by the Designated Officers, for said Bonds

shall exceed the maximum rate otherwise authorized by law for that Bonds, plus accrued interest.

“*Purchaser*” means the purchaser of the Bonds, as set forth in the Bond Order provided, however, that the purchaser shall be either (a) a financial institution or bank in a direct placement facilitated by Robert W. Baird & Co. Incorporated, Naperville, Illinois (“*Baird*”), as placement agent for the City, or (b) Baird. The Purchaser as set forth in (a) shall only be selected upon receipt by the City of the written recommendation of Baird that the sale of the Bonds on a private placement basis to the Purchaser is in the best interests of the City because of (i) the pricing of the Bonds by the Purchaser, (ii) then current market conditions or (iii) the timing of the sale of the Bonds, as set forth in the Bond Order.

“*Qualified Investments*” means any investment authorized under Illinois law for City investment of public funds.

“*Record Date*” means the fifteenth day next preceding an Interest Payment Date and fifteen days prior to any interest payment date occasioned by a redemption of Bonds on other than a regularly scheduled Interest Payment Date.

“*Senior Lien Bonds*” means, (A) as to the Pledged Rental Income, the Bonds, the Prior Rental Income Bonds and any Additional Bonds, (B) as to the Camp Street Incremental Property Taxes, the Bonds, the Prior Camp Street TIF Bonds and any Additional Bonds and (C) as to the Sales Taxes, the Prior Sales Tax Bonds, the Bonds and any Additional Bonds.

“*Stated Maturity*” when used with respect to any Bond, Additional Bond, or Junior Lien Bond or any interest thereon means the date specified in such Bond, Additional Bond, or Junior Lien Bond as the fixed date on which the principal of such Bond, Additional Bond, or Junior Lien Bond or such interest is due and payable whether by maturity, mandatory redemption, or otherwise.

“*Subordinate Lien Bonds*” means, as to the West Washington Street Redevelopment Project Area Special Tax Allocation Fund, the Bonds, the Subordinated West Washington Street Bonds and any Additional Bonds.

“*Subordinated West Washington Street Incremental Property Taxes*” means a portion of the Incremental Property Taxes, if, as and when received, to be received by the City from the West Washington Street Redevelopment Project Area, said portion being those certain Incremental Property Taxes, if any, on deposit in and to the credit of the General Account of the West Washington Street Redevelopment Project Area Special Tax Allocation fund heretofore established by the City, said moneys being subordinate to a pledge of said incremental property taxes to certain heretofore issued and now outstanding senior lien obligations of the City.

“*Tax Year*” means the year for which an ad valorem tax levy is made by any and all taxing Cities or municipal corporations having the power to tax real property in the

Redevelopment Project Area. The 2021 Tax Year shall be that year during which ad valorem taxes levied for the year 2021 (collectible in the year 2022) are extended and collected, and so on.

“*Taxable*” means, with respect to the Bonds, the status of interest paid and received thereon as includible in gross income of the owners thereof under the Code for federal income tax purposes.

“*Term Bonds*” means Bonds which are subject to mandatory redemption prior to maturity by operation of the Bond Fund, as hereinafter provided.

“*TIF Termination Date*” means, for the Camp Street Redevelopment Project Area, December 31, 2038, and means, for the West Washington Street Redevelopment Project Area, December 31, 2038.

“*Total Initial Equalized Assessed Value*” means the total initial equalized assessed value of the taxable real property within the Redevelopment Project Area determined by the County Clerk in accordance with the provisions of Section 11-74.4-9 of the TIF Act.

B. For all purposes of this Ordinance, except as otherwise expressly provided herein or unless the context otherwise requires:

1. The terms defined in this Section or elsewhere in this Ordinance have the meanings assigned to them and include the plural as well as the singular (or vice-versa).

2. All accounting terms not otherwise defined herein have the meanings assigned to them, and all computations herein provided for shall be made, in accordance with generally accepted accounting principles for municipal enterprise funds.

3. All references in this Ordinance to designated “Sections” and other subdivisions are to the designated Sections and other subdivisions of this Ordinance as originally adopted.

4. The words “herein,” “hereof” and “hereunder” and other words of similar import refer to this Ordinance as a whole and not to any particular Section or other subdivision.

*Section 2. Incorporation of Preambles.* The Corporate Authorities hereby find that the recitals contained in the preambles to this Ordinance are true and correct and do incorporate them into this Ordinance by this reference.

*Section 3. Determination to Issue Bonds.* It is necessary and in the best interests of the City for the City to undertake the Refunding to achieve debt service savings, and to issue the Bonds to enable the City to pay the costs thereof.

*Section 4. Determination of Public Purpose.* The Corporate Authorities hereby determine the Refunding to be a proper corporate and public purpose. The Bonds are being issued to refund the Refunded Bonds, which were originally issued to provide for a project previously approved in the Plan and Project for the Camp Street Redevelopment Project Area the costs of which project were each a “redevelopment project cost” as defined in the TIF Act and as heretofore approved in the Plan.

*Section 5. Bond Details.* For the purpose of providing for the payment of the costs of the Refunding, there shall be issued and sold the Bonds in the aggregate principal amount not to exceed \$13,980,000. Except as provided for the pledge of the Subordinated West Washington Incremental Property Taxes (as to which pledge the Bonds shall be treated as “Subordinate Lien Bonds” under the Prior West Washington Street TIF Bond Ordinance), the Bonds shall be Senior Lien Bonds and shall each be designated “Taxable General Obligation Refunding Bond (Alternate Revenue Source), Series 2021D,” or such other title or Series designation as shall be provided in the Bond Order, and be dated the date of delivery thereof, or such other date not later than March 21, 2022, as shall be provided in the Bond Order, and shall also bear the date of authentication thereof. The Bonds shall be in fully registered form, shall be in Authorized Denominations (but no single Bond shall represent principal maturing on more than one date), shall be numbered in such reasonable fashion as may be selected by the Bond Registrar, and shall mature serially (or as subject to mandatory redemption) on January 1 of the years (not later than 2033), in the amounts (not exceeding \$1,640,000 per year) and bearing interest at the rates percent per annum as shall be

set forth in the Bond Order, *provided*, that no Bond shall bear interest at a rate percent per annum in excess of 5.00%.

The Bonds shall be issued as Taxable Bonds.

Each Bond shall bear interest from the later of its Dated Date as hereinabove provided or from the most recent Interest Payment Date to which interest has been paid or duly provided for, until the principal amount of such Bond is paid or duly provided for, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable semiannually on each January 1 and July 1, commencing on such date as shall be provided in the Bond Order. Interest on each Bond shall be paid by check or draft of the Paying Agent, payable upon presentation thereof in lawful money of the United States of America, to the person in whose name such Bond is registered at the close of business on the Record Date, or as otherwise agreed by the City and the Depository while the Bonds remain in Book-Entry Form as hereinafter provided. The principal of the Bonds shall be payable in lawful money of the United States of America upon presentation thereof at the principal office maintained for the purpose by the Paying Agent, or at successor Paying Agent and address. If an Interest Payment Date is not a Business Day at the place of payment, then payment may be made at that place on the next Business Day, and no interest shall accrue for the intervening period.

*Section 6. Execution; Authentication.* The Bonds shall be executed on behalf of the City with the manual or duly authorized facsimile signature of the Mayor and attested with the manual or duly authorized facsimile signature of the City Clerk, as they may determine, and shall have impressed or imprinted thereon the corporate seal or facsimile thereof of the City. In case any officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.



All Bonds shall have thereon a certificate of authentication substantially in the form hereinafter set forth duly executed by the Bond Registrar as authenticating agent of the City and showing the date of authentication. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Ordinance unless and until such certificate of authentication shall have been duly executed by the Bond Registrar by manual signature, and such certificate of authentication upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Ordinance. The certificate of authentication on any Bond shall be deemed to have been executed by it if signed by an authorized officer of the Bond Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder.

*Section 7. Redemption.* A. MANDATORY REDEMPTION. If so provided in the Bond Order, any Bonds may be issued as term bonds (“*Term Bonds*”) and be subject to mandatory redemption on January 1 of the years and in the amounts as shall be provided in such Bond Order at a redemption price of par plus accrued interest to the date fixed for redemption.

The City hereby covenants and agrees that it will redeem Term Bonds pursuant to the mandatory redemption required for such Term Bonds. Proper provision for mandatory redemption having been made, the City covenants that the Term Bonds so selected for redemption shall be payable as at maturity.

Unless otherwise stated in the Bond Order, if the City purchases or redeems Term Bonds of any maturity from Bond Moneys and cancels the same as hereinafter described, then an amount equal to the principal amount of Term Bonds so purchased shall be deducted from the mandatory redemption requirement as provided for Term Bonds of such maturity, first, in the current year of such requirement, until the requirement for the current year has been fully met, and then in any

order of payment on the Term Bonds as due at maturity or subject to mandatory redemption in any year as the City shall at such time determine.

If the City purchases Term Bonds of any maturity and cancels the same from moneys other than Bond Moneys, then an amount equal to the principal amount of Term Bonds so purchased shall be deducted from the amount of such Term Bonds as due at maturity or subject to mandatory redemption requirement in any year as the City shall at such time determine.

B. OPTIONAL REDEMPTION. If so provided in the Bond Order, any Bonds shall be subject to redemption prior to maturity at the option of the City, from any available funds. The Bonds may be issued subject to optional redemption on any date. As may be provided in the Bond Order, any Bonds may be issued subject to optional redemption in whole or in part, and if in part, in such principal amounts and from such maturities as shall be determined by the City, and if less than an entire maturity, in integral multiples of \$5,000, selected by lot by the Bond Registrar as hereinafter provided, at such redemption price as shall be set forth in the Bond Order, *provided*, that no Bond shall bear a redemption price in excess of 101% of the principal amount being redeemed, plus accrued interest to the date fixed for redemption.

*Section 8. Redemption Procedure.* The Bonds subject to redemption shall be identified, notice given, and paid and redeemed pursuant to the procedures as follows:

1. *Redemption Notice.* For a mandatory redemption of Term Bonds, the Bond Registrar shall proceed to redeem the Term Bonds without any further order or direction from the City whatsoever. For an optional redemption, the City shall, at least 45 days prior to any optional redemption date (unless a shorter time period shall be satisfactory to the Bond Registrar), notify the Bond Registrar of such redemption date and of the principal amount and maturities of Bonds to be redeemed.

2. *Selection of Bonds within a Maturity.* For purposes of any redemption of less than all of the Bonds of a single maturity, the particular Bonds or portions of Bonds to be redeemed shall be selected by lot by the Bond Registrar for the Bonds of such maturity by such method of lottery as the Bond Registrar shall deem fair and appropriate; *provided*, that such lottery shall provide for the selection for redemption of Bonds or portions thereof so that any \$5,000 Bond or \$5,000 portion of a Bond shall be as likely to be called for redemption as any other such \$5,000 Bond or \$5,000 portion. The Bond Registrar shall make such selection (1) upon or prior to the time of the giving of official notice of redemption, or (2) in the event of a refunding or defeasance, upon advice from the City that certain Bonds have been refunded or defeased and are no longer Outstanding as defined.

3. *Official Notice of Redemption.* The Bond Registrar shall promptly notify the City in writing of the Bonds or portions of Bonds selected for redemption and, in the case of any Bond selected for partial redemption, the principal amount thereof to be redeemed. Unless waived by the registered owner of Bonds to be redeemed, official notice of any such redemption shall be given by the Bond Registrar on behalf of the City by mailing the redemption notice by first class U.S. mail not less than 30 days and not more than 60 days prior to the date fixed for redemption to each registered owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such registered owner to the Bond Registrar. All official notices of redemption shall include the name of the Bonds and at least the information as follows:

- (a) the redemption date;
- (b) the redemption price;

(c) if less than all of the outstanding Bonds of a particular maturity are to be redeemed, the identification (and, in the case of partial redemption of Bonds within such maturity, the respective principal amounts) of the Bonds to be redeemed;

(d) a statement that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption and that interest thereon shall cease to accrue from and after said date; and

(e) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the office designated for that purpose of the Bond Registrar.

4. *Conditional Redemption.* Unless moneys sufficient to pay the redemption price of the Bonds to be redeemed shall have been received by the Bond Registrar prior to the giving of such notice of redemption, such notice may, at the option of the City, state that said redemption shall be conditional upon the receipt of such moneys by the Bond Registrar on or prior to the date fixed for redemption. If such moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Bonds, and the Bond Registrar shall give notice, in the same manner in which the notice of redemption was given, that such moneys were not so received and that such Bonds will not be redeemed.

5. *Bonds Shall Become Due.* Official notice of redemption having been given as described, the Bonds or portions of Bonds so to be redeemed shall, subject to the stated condition in paragraph (D) immediately preceding, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless

the City shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds shall be paid by the Bond Registrar at the redemption price. The procedure for the payment of interest due as part of the redemption price shall be as herein provided for payment of interest otherwise due.

6. *Insufficiency in Notice Not Affecting Other Bonds; Failure to Receive Notice; Waiver.* Neither the failure to mail such redemption notice, nor any defect in any notice so mailed, to any particular registered owner of a Bond, shall affect the sufficiency of such notice with respect to other registered owners. Notice having been properly given, failure of a registered owner of a Bond to receive such notice shall not be deemed to invalidate, limit or delay the effect of the notice or redemption action described in the notice. Such notice may be waived in writing by a registered owner of a Bond entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice by registered owners shall be filed with the Bond Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver. *In lieu of the foregoing official notice, so long as the Bonds are held in book entry form, notice may be given as provided in the Representation Letter, and the giving of such notice shall constitute a waiver by DTC and the book entry owner, as registered owner, of the foregoing notice. After giving proper notification of redemption to the Bond Registrar, as applicable, the City shall not be liable for any failure to give or defect in notice.*

7. *New Bond in Amount Not Redeemed.* Upon surrender for any partial redemption of any Bond, there shall be prepared for the registered owner a new Bond or

Bonds of like tenor, of Authorized Denominations, of the same maturity, and bearing the same rate of interest in the amount of the unpaid principal.

8. *Effect of Nonpayment upon Redemption.* If any Bond or portion of Bond called for redemption shall not be so paid upon surrender thereof for redemption, the principal shall become due and payable on demand, as aforesaid, but, until paid or duly provided for, shall continue to bear interest from the redemption date at the rate borne by the Bond or portion of Bond so called for redemption.

9. *Bonds to Be Cancelled; Payment to Identify Bonds.* All Bonds which have been redeemed shall be cancelled and destroyed by the Bond Registrar and shall not be reissued. Upon the payment of the redemption price of Bonds being redeemed, each check or other transfer of funds issued for such purpose shall bear the issue date and maturity date of the Bonds being redeemed with the proceeds of such check or other transfer.

10. *Additional Notice.* The City agrees to provide such additional notice of redemption as it may deem advisable at such time as it determines to redeem Bonds, taking into account any requirements or guidance of the Securities and Exchange Commission, the Municipal Securities Rulemaking Board, the Government Accounting Standards Board, or any other federal or state agency having jurisdiction or authority in such matters; *provided, however,* that such additional notice shall be (1) advisory in nature, (2) solely in the discretion of the City (unless a separate agreement shall be made), (3) not be a condition precedent of a valid redemption or a part of the Bond contract, and (4) any failure or defect in such notice shall not delay or invalidate the redemption of Bonds for which proper official notice shall have been given.

11. *Bond Registrar to Advise City.* As part of its duties hereunder, the Bond Registrar shall prepare and forward to the City a statement as to notices given with respect to each redemption together with copies of the notices as mailed.

*Section 9. Book-Entry System Authorized; Registration of Bonds; Owners.* A. BOOK-ENTRY SYSTEM AUTHORIZED. If requested by the Purchaser, the Bonds shall be initially issued in Book-Entry Form. Upon initial issuance, the ownership of each such Bond shall be registered in the Bond Register therefor in the name of CEDE & Co., or any successor thereto, as nominee of the Depository. All of the outstanding Bonds from time to time shall be registered in the Bond Register in the name of CEDE & Co., as nominee of the Depository. Any Designated Officer is authorized to execute and deliver on behalf of the City a Representation Letter. Without limiting the generality of the authority given to such Designated Officer with respect to entering into such Representation Letter, it may contain provisions relating to (a) payment procedures, (b) transfers of the Bonds or of beneficial interest therein, (c) redemption notices or procedures unique to the Depository, (d) additional notices or communications, and (e) amendment from time to time to conform with changing customs and practices with respect to securities industry transfer and payment practices.

With respect to Bonds registered in the Bond Register in the name of CEDE & Co., as nominee of the Depository, the City and the Bond Registrar shall have no responsibility or obligation to any broker-dealer, bank or other financial institutions for which the Depository holds Bonds from time to time as securities depository (each such broker-dealer, bank or other financial institution being referred to herein as a “*Depository Participant*”) or to any person on behalf of whom such a Depository Participant holds an interest in the Bonds. Without limiting the meaning of the immediately preceding sentence, the City and the Bond Registrar shall have no responsibility or obligation with respect to (a) the accuracy of the records of the Depository, CEDE & Co., or any

Depository Participant with respect to any ownership interest in the Bonds, (b) the delivery to any Depository Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register, or any notice with respect to the Bonds, including any notice of redemption, or (c) the payment to any Depository Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register, of any amount with respect to principal of or interest on the Bonds.

No person other than a registered owner of a Bond as shown in the Bond Register shall receive a Bond certificate with respect to any Bond. Upon delivery by the Depository to the Bond Registrar of written notice to the effect that the Depository has determined to substitute a new nominee in place of CEDE & Co., and subject to the provisions hereof with respect to the payment of interest to the registered owners of Bonds at the close of business on the 15th day of the month next preceding the applicable interest payment date, the name "CEDE & Co." in this Ordinance shall refer to such new nominee of the Depository.

In the event that (a) the City determines that the Depository is incapable of discharging its responsibilities described herein and in the Representation Letter, (b) the agreement among the City, the Bond Registrar and the Depository evidenced by the Representation Letter shall be terminated for any reason, or (c) the City determines that it is in the best interests of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the City shall notify the Depository of the availability of Bond certificates, and the Bonds shall no longer be restricted to being registered in the Bond Register in the name of CEDE & Co., as nominee of the Depository. The City may determine that the Bonds shall be registered in the name of and deposited with a successor depository operating a book-entry system, as may be acceptable to the City, or such depository's agent or designee, and if the City does not select such alternate book-entry system, then the Bonds may be registered in whatever name or names registered owners of Bonds



transferring or exchanging Bonds shall designate, in accordance with the provisions hereof. Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bond is registered in the name of CEDE & Co., as nominee of the Depository, all payments with respect to principal of and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the Representation Letter.

In the event that the Bonds ever become generally registrable, as aforesaid, the City Treasurer may, in his or her discretion at such time, designate a bank with trust powers or trust company, duly authorized to do business as a bond registrar, paying agent, or both, to act in one or both such capacities hereunder, in the event that the City Treasurer shall determine it to be advisable. Notice shall be given to the registered owners of any such designation in the same manner, as near as may be practicable, as for a notice of redemption of Bonds, and as if the date of such successor taking up its duties were the redemption date.

B. REGISTRATION OF BONDS; OWNERS. The City shall cause the Bond Register to be kept at the principal office maintained for the purpose by the Bond Registrar, which is hereby constituted and appointed the registrar of the City for the Bonds. The City is authorized to prepare, and the Bond Registrar or such other agent as the City may designate shall keep custody of, multiple Bond blanks executed by the City for use in the transfer and exchange of Bonds.

Any Bond may be transferred or exchanged, but only in the manner, subject to the limitations, and upon payment of the charges as set forth in this Ordinance. Upon surrender for transfer or exchange of any Bond at the office of the Bond Registrar, duly endorsed by or accompanied by a written instrument or instruments of transfer or exchange in form satisfactory to the Bond Registrar and duly executed by the registered owner or an attorney for such owner duly authorized in writing, the City shall execute and the Bond Registrar shall authenticate, date and deliver in the name of the transferee or transferees or, in the case of an exchange, the registered

owner, a new fully registered Bond or Bonds of like tenor, of the same maturity, bearing the same interest rate, of authorized denominations, for a like aggregate principal amount.

The Bond Registrar shall not be required to transfer or exchange any Bond during the period from the close of business on the relevant Record Date or the giving of notice of redemption of Bonds to the opening of business on such interest payment date or to transfer or exchange any Bond all or a portion of which has been called for redemption.

The execution by the City of any fully registered Bond shall constitute full and due authorization of such Bond, and the Bond Registrar shall thereby be authorized to authenticate, date and deliver such Bond; *provided, however*, the principal amount of Bonds of each maturity authenticated by the Bond Registrar shall not at any one time exceed the authorized principal amount of Bonds for such maturity less the amount of such Bonds which have been paid.

The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of or interest on any Bond shall be made only to or upon the order of the registered owner thereof or the owner's legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid. No service charge shall be made for any transfer or exchange of Bonds, but the City or the Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds.

*Section 10. Form of Bond.* The Bonds shall be in substantially the form hereinafter set forth; *provided, however*, that if the text of the Bonds is to be printed in its entirety on the front side of the Bonds, then the second paragraph on the front side and the legend "See Reverse Side for Additional Provisions" shall be omitted and the text of paragraphs set forth for the reverse side shall be inserted immediately after the first paragraph.

[Form of Bond - Front Side]

REGISTERED  
NO.

REGISTERED  
\$

**UNITED STATES OF AMERICA**

**STATE OF ILLINOIS**

**COUNTY OF TAZEWELL**

**CITY OF EAST PEORIA**

**TAXABLE GENERAL OBLIGATION REFUNDING BOND  
(ALTERNATE REVENUE SOURCE)  
SERIES 2021D**

See Reverse Side for  
Additional Provisions

Interest                      Maturity                      Dated  
Rate:                          Date: January 1, 20\_\_              Date: \_\_\_\_\_, 2021              CUSIP: \_\_\_\_\_

Registered Owner:

Principal Amount:

KNOW ALL PERSONS BY THESE PRESENTS that the City of East Peoria, Tazewell County, Illinois, a municipality and unit of local government and political subdivision of the State of Illinois (the "City"), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above (subject to right of prior redemption as hereinafter stated) the Principal Amount identified above and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on such Principal Amount from the later of the Dated Date of this Bond identified above or from the most recent Interest Payment Date to which interest has been paid or duly provided for at the Interest Rate per annum identified above, such interest to be payable semiannually on January 1 and July 1 of each year, commencing on \_\_\_\_\_ 1, 20\_\_, until the Principal Amount is paid or duly provided for. The Principal Amount of this Bond and premium,

if any, hereon are payable in lawful money of the United States of America upon presentation at the principal office maintained for the purpose by \_\_\_\_\_, Illinois, as bond registrar and paying agent (the "*Bond Registrar*"). Payment of interest shall be made to the Registered Owner hereof, as shown on the registration books of the City maintained by the Bond Registrar at the close of business on the Regular Record Date and shall be paid by check or draft of the Bond Registrar, payable upon presentation in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Bond Registrar, or as shall otherwise be agreed by the City and the Depository for so long as this Bond remains in Book-Entry Form. If an Interest Payment Date is not a Business Day at the place of payment, then payment may be made at that place on the next Business Day, and no interest shall accrue for the intervening period.

Reference is hereby made to the further provisions of this Bond set forth on the reverse hereof, and such further provisions shall for all purposes have the same effect as if set forth at this place.

It is hereby certified and recited that all acts, conditions and things required to be done precedent to and in the issuance of this Bond have been done and have happened and have been performed in regular and due form of law; that the indebtedness of the City, including the issue of Bonds of which this is one, does not exceed any limitation imposed by law; that provision has been made for the collection of the Pledged Revenues, the levy and collection of the Full Faith and Credit Taxes, and the segregation of the Pledged Moneys to pay the interest hereon as it falls due and also to pay and discharge the principal hereof at maturity; and that the City hereby covenants and agrees that it will properly account for said Pledged Moneys and will comply with all the covenants of and maintain the funds and accounts as provided by the Ordinance. For the prompt

payment of this Bond, both principal and interest at maturity, the full faith, credit and resources of the City are hereby irrevocably pledged.

This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Bond Registrar.

IN WITNESS WHEREOF, the City of East Peoria, Tazewell County, Illinois, by its Council, has caused this Bond to be executed with the manual or duly authorized facsimile signature of its Mayor and attested by the manual or duly authorized facsimile signature of its City Clerk and its corporate seal or a facsimile thereof to be impressed or reproduced hereon, all as appearing hereon and as of the Dated Date identified above.

SPECIMEN

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Mayor, City of East Peoria  
Tazewell County, Illinois

ATTEST:

SPECIMEN

---

City Clerk, City of East Peoria  
Tazewell County, Illinois

[SEAL]

**CERTIFICATE OF AUTHENTICATION**

Date of Authentication: \_\_\_\_\_, 20\_\_

This Bond is one of the Bonds described in the within-mentioned Ordinance and is one of the Taxable General Obligation Refunding Bonds (Alternate Revenue Source), Series 2021D, of the City of East Peoria, Tazewell County, Illinois.

\_\_\_\_\_,  
as bond registrar

By \_\_\_\_\_  
SPECIMEN  
Authorized Officer

[Form of Bond - Reverse Side]

**CITY OF EAST PEORIA, TAZEWELL COUNTY, ILLINOIS**

**TAXABLE GENERAL OBLIGATION REFUNDING BOND**

**(ALTERNATE REVENUE SOURCE)**

**SERIES 2021D**

This bond and the bonds of the series of which it forms a part (“*Bond*” and “*Bonds*” respectively) are of an authorized issue of \$\_\_\_\_\_ of like dated date and tenor except as to maturity, right of redemption and rate of interest and are issued pursuant to Division 4 of Article 8 and Division 74.4 of Article 11 of the Illinois Municipal Code and pursuant to the Local Government Debt Reform Act, and the other Omnibus Bond Acts, all acts of the General Assembly of the State of Illinois, and as supplemented and amended (collectively, the “*Applicable Law*”), for the purpose of paying the costs of refunding certain outstanding alternate bonds of the City, as more fully described in the Ordinance as hereinbelow defined. The Bonds are issued pursuant to a bond ordinance introduced on the 7th day of September, 2021, and passed by the Corporate Authorities on the 21st day of September, 2021, as supplemented by a Bond Order and Notification of Sale (the “*Ordinance*”), to which reference is hereby expressly made for further definitions and

terms and to all the provisions of which the Registered Owner by the acceptance of this Bond assents. The Bonds are payable (i)(a) ratably and equally with certain Prior Rental Income Bonds, from any portion of the net revenues (the "*Pledged Rental Income*") to be paid to the City by Bass Pro Outdoor World, L.L.C., a Missouri limited liability company (the "*Tenant*"), pursuant to that certain Lease Agreement, by and between the City and the Tenant and pertaining to the redevelopment of the Camp Street Redevelopment Project Area and/or (b) ratably and equally with certain heretofore issued and now outstanding obligations of the City, any portion of certain incremental property taxes (the "*Camp Street Incremental Property Taxes*"), if, as and when received, to be derived from the Camp Street Redevelopment Project Area heretofore designated by the City, and/or (c) ratably and equally with certain heretofore issued and now outstanding obligations of the City, any portion of those certain incremental property taxes, if any, on deposit in and to the credit of the General Account of the West Washington Street Redevelopment Project Area Special Tax Allocation fund heretofore established by the City, said moneys being subordinate to a pledge of said incremental property taxes to certain heretofore issued and now outstanding senior lien obligations of the City (together with the Camp Street Incremental Property Taxes, the "*Pledged Incremental Property Taxes*"), and/or (d) ratably and equally with certain heretofore issued and now outstanding obligations of the City, any portion of the distributions to the City by the State of sales taxes, or successor taxes thereto (the "*Sales Taxes*") and (ii) *ad valorem* taxes levied against all of the taxable property in the City without limitation as to rate or amount (the "*Full Faith and Credit Taxes*") (the Pledged Rental Income, the Pledged Incremental Property Taxes and the Sales Taxes being, collectively, the "*Pledged Revenues*," and together with the Full Faith and Credit Taxes being, collectively, the "*Pledged Moneys*"), all in accordance with the provisions of the Applicable Law.

This Bond shall not constitute an indebtedness of the City within the meaning of any constitutional or statutory provision or limitation, unless the Full Faith and Credit Taxes shall have been extended pursuant to the general obligation, full faith and credit promise supporting the Bonds, in which case the amount of the Bonds then Outstanding shall be included in the computation of indebtedness of the City for purposes of all statutory provisions or limitations until such time as an audit of the City shall show that the Bonds shall have been paid from the Pledged Revenues for a complete Fiscal Year.

Under the Applicable Law and the Ordinance, the Pledged Rental Income shall be deposited into the Pledged Rental Income Account, which shall be used only and has been heretofore pledged for the purposes as set forth in the Reform Act, and in making all payments required to maintain the accounts established under the Ordinance. Under the Applicable Law and the Ordinance, the Pledged Incremental Property Taxes shall be deposited into certain special tax allocation funds, which shall be used only and have been heretofore pledged for the purposes as set forth in the TIF Act, and in making all payments required to maintain the accounts established under the Ordinance. Under the Applicable Law and the Ordinance, the Sales Taxes shall be deposited into the Pledged Sales Taxes Account, which shall be used only and has been heretofore pledged for the purposes as set forth in the Reform Act, and in making all payments required to maintain the accounts established under the Ordinance. Bonds may be issued in the future to share in the Pledged Revenues, or in any portion of the Pledged Revenues, on a parity as to lien with the Prior Rental Income Bonds, the Prior Camp Street TIF Bonds, the Subordinated West Washington Street Bonds, the Prior Sales Tax Bonds and/or the Bonds as provided in the Ordinance and the Applicable Law. The Full Faith and Credit Taxes secure, solely and only, the Bonds, and are not pledged to and will not be available for payment of any Prior Alternate Bond or Additional Bonds. Junior Lien Bonds may be issued in the priority of lien as provided in the Ordinance.



[The Bonds coming due on and after January 1, 20\_\_, are subject to redemption prior to maturity, at the option of the City, from any available moneys, on January 1, 20\_\_, and any date thereafter, in whole or in part, and if in part in such principal amounts and from such maturities as determined by the City and within any maturity by lot, at a redemption price of par plus accrued interest to the date fixed for redemption. Further provisions relating to any such redemption are as set out more fully in the Ordinance.]

This Bond may be transferred or exchanged, but only in the manner, subject to the limitations, and upon payment of the charges as set forth in the Ordinance.

The City and the Bond Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and neither the City nor the Bond Registrar shall be affected by any notice to the contrary.

**ASSIGNMENT**

FOR VALUE RECEIVED the undersigned sells, assigns and transfers unto

\_\_\_\_\_

[Identifying Numbers]

\_\_\_\_\_  
\_\_\_\_\_  
(Name and Address of Assignee)

the within Bond and does hereby irrevocably constitute and appoint \_\_\_\_\_

\_\_\_\_\_  
as attorney to transfer the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: \_\_\_\_\_

\_\_\_\_\_

Signature guaranteed: \_\_\_\_\_

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

*Section 11. Treatment of Bonds as Debt.* The Bonds shall be payable from the Pledged Moneys and shall not constitute an indebtedness of the City within the meaning of any constitutional or statutory limitation, unless the Full Faith and Credit Taxes shall have been extended pursuant to the general obligation, full faith and credit promise supporting the Bonds, as set forth in Section 14 hereof, in which case the amount of the Bonds then Outstanding shall be included in the computation of indebtedness of the City for purposes of all statutory provisions or limitations until such time as an audit of the City shall show that the Bonds have been paid from the Pledged Revenues for a complete Fiscal Year, in accordance with the Reform Act.

*Section 12. Pledged Rental Income Account; Camp Street Special Tax Allocation Fund – Accounts; West Washington Street Redevelopment Project Area Special Tax Allocation Fund; Investments; Account Excesses; Pledged Sales Tax Account.* A. PLEDGED RENTAL INCOME ACCOUNT. There is hereby continued a special fund of the City to be known as the “Pledged Rental Income Account” (the “*Pledged Rental Income Account*”), to be held by the City separate and apart from all other funds and accounts of the City. All of the Pledged Rental Income shall be set aside as collected and remitted by the City Treasurer for deposit in the Pledged Rental Income Account, which is a trust fund hereby continued for the purpose of carrying out the covenants, terms and conditions imposed upon the City by the Reform Act and this Ordinance. The Bonds are secured by a pledge of all of the Pledged Rental Income on deposit in the Pledged Rental Income Account, and such pledge is irrevocable until the obligations of the City are discharged under this Ordinance.

Not later than each November 15, the City Treasurer shall continue to conduct an accounting (a “*Rental Income Accounting*”) to determine the balance of Pledged Rental Income on deposit in and to the credit of the Pledged Rental Income Account.

Each Rental Income Accounting shall determine the Principal Requirement and the Interest Requirement for the next Bond Year. In the event the City Treasurer shall determine upon any Rental Income Accounting that Pledged Rental Income is not necessary fully to pay (at Stated Maturity, upon redemption or otherwise) the Principal Requirement and the Interest Requirement, the City Treasurer shall promptly notify Bond Counsel as provided in the Lease and shall take such action as Bond Counsel shall determine is necessary to assure that the interest on any previously issued bonds issued on a tax-exempt basis continues to be excludable from the gross income of the owners thereof for federal income tax purposes.

B. THE CAMP STREET SPECIAL TAX ALLOCATION FUND — ACCOUNTS. The Camp Street Special Tax Allocation Fund is hereby expressly continued as a special fund of the City, to be held by the City except as hereinafter expressly provided, which fund shall be held separate and apart from all other funds and accounts of the City. All of the Camp Street Incremental Property Taxes and any other revenues, from any source whatsoever (except with respect to the Pledged Rental Income, the Subordinated West Washington Street Incremental Property Taxes and the Sales Taxes and any investment earnings as hereinafter provided) designated to pay principal of, interest on and premium, if any, on the Bonds and any Additional Bonds shall be set aside as collected and be remitted by the City Treasurer for deposit in the Camp Street Special Tax Allocation Fund, which is a trust fund heretofore established and hereby continued for the purpose of carrying out the covenants, terms and conditions imposed upon the City by the TIF Act and by this Ordinance. The Bonds are secured by a pledge of all of the Pledged Incremental Property Taxes on deposit in the Camp Street Special Tax Allocation Fund, and such pledge is irrevocable until the obligations of the City are discharged under this Ordinance.

As provided in the TIF Act, the Camp Street Incremental Property Taxes are to be paid to the City Treasurer by the officers who collect or receive the Camp Street Incremental Property

Taxes. Whenever the City Treasurer receives any of the Camp Street Incremental Property Taxes, he or she shall promptly remit the same for deposit into and credit to the separate accounts hereby created within the Camp Street Special Tax Allocation Fund and to be known as the “*Senior Lien Principal and Interest Account*,” the “*Administrative Account*,” the “*Junior Lien Principal and Interest Account*,” and the “*General Account*”. As moneys are deposited into the Camp Street Special Tax Allocation Fund, without any further official action or direction, the City Treasurer shall credit to and deposit the same as follows:

(i) *The Senior Lien Principal and Interest Account.* The City Treasurer shall first credit to and immediately transfer into the Senior Lien Principal and Interest Account all of the Camp Street Incremental Property Taxes, and, except as hereinafter provided, moneys to the credit of the Senior Lien Principal and Interest Account shall be used solely and only for the purpose of paying principal of and interest and applicable premium on the Outstanding Bonds as the same become due. Not later than each November 15, the City Treasurer shall continue to conduct an accounting (a “*TIF Accounting*”) to determine the balance of Camp Street Incremental Property Taxes on deposit in and to the credit of the Senior Lien Principal and Interest Account.

Each TIF Accounting shall determine for the Bonds the Principal Requirement and the Interest Requirement for the next Bond Year commencing after the Tax Year from which the Camp Street Incremental Property Taxes have been derived; that is, the Incremental Property Taxes derived from the 2021 Tax Year (collectible in 2022) shall be used to pay the Principal Requirement and the Interest Requirement for the Bond Year commencing January 1, 2022, and so on. If, upon any TIF Accounting, there are funds on deposit in and to the credit of the Senior Lien Principal and Interest Account in excess of such Principal Requirement and such Interest Requirement, such funds shall be transferred by the City Treasurer to the Administrative Account as hereinbelow provided.

(ii) *The Administrative Account.* The City Treasurer shall next credit to and immediately deposit into the Administrative Account Camp Street Incremental Property Taxes until the amount on deposit in and to the credit of the Administrative Account equals the Administrative Account Requirement. Amounts on deposit in and to the credit of the Administrative Account shall be used solely and only to pay the annual administrative expenses of the City related to the Plan, the Project and the Redevelopment Project Area.

If, upon any TIF Accounting, there are funds on deposit in and to the credit of the Administrative Account in excess of the Administrative Account Requirement, such funds shall be transferred by the City Treasurer to the Junior Lien Principal and Interest Account as hereinbelow provided.

(iii) *The Junior Lien Principal and Interest Account.* If, upon any TIF Accounting, any Junior Lien Bonds are outstanding, the City Treasurer shall next credit to and immediately transfer into the Junior Lien Principal and Interest Account the balance of the Camp Street Incremental Property Taxes, and, except as hereinafter provided, moneys to the credit of the Junior Lien Principal and Interest Account shall be used solely and only for the purpose of paying principal of and interest and applicable premium on the Junior Lien Bonds, if any, as the same become due.

If, upon any TIF Accounting, there are funds on deposit in and to the credit of the Junior Lien Principal and Interest Account in excess of any Junior Lien Principal Requirement and the Junior Lien Interest Requirement, such funds shall be transferred by the City Treasurer to the General Account as hereinbelow provided.

(iv) *The General Account.* All moneys remaining in the Camp Street Special Tax Allocation Fund, after crediting the required amounts to the Senior Lien Principal and Interest Account, the Administrative Account and, if any, the Junior Lien Principal and Interest Account hereinabove provided for, shall be transferred by the City Treasurer for deposit in and credit to the General Account. At any time and from time to time the City Treasurer shall transfer any moneys on deposit in the General Account, in order to remedy any deficiencies in any prior accounts of the Camp Street Special Tax Allocation Fund. Except as hereinbefore provided in this subsection (iii), moneys on deposit in the General Account shall be used for one or more of the following purposes, without any priority among them:

- (a) for the purpose of paying any Project costs; or
- (b) for the purpose of redeeming Outstanding Bonds, Prior Camp Street TIF Bonds or Junior Lien Bonds; or
- (c) for the purpose of purchasing Outstanding Bonds, Prior Camp Street TIF Bonds or Junior Lien Bonds at a price not in excess of par and accrued interest and applicable redemption premium to the date of purchase; or
- (d) for the purpose of refunding, advance refunding or prepaying any Bond, Prior Camp Street TIF Bond or Junior Lien Bond; or
- (e) for the purpose of creating such additional reserves as may be deemed necessary by the Corporate Authorities, it being the express intent of the Corporate Authorities to reserve unto the City the right to establish such reserve or reserves in order to assure that the Full Faith and Credit Taxes may be abated in each Tax Year while any Bonds remain outstanding; or
- (f) for the purpose of reimbursing the City for any transfer of general corporate funds of the City for purposes relating to the Plan, the Project, the Redevelopment Project Area, or the Redevelopment Project, including but not limited to funds disbursed for the payment of redevelopment project costs incurred

by the City or advanced to abate the Full Faith and Credit Taxes and whether or not such reimbursement occurs in the relevant Tax Year for which such advance was made; or

(g) for the purpose of distributing Camp Street Incremental Property Taxes to the taxing districts or municipal corporations having the power to tax real property in the Camp Street Redevelopment Project Area or to the City pursuant to any redevelopment agreement; or

(h) for the purpose of paying principal of, or premium, if any, or interest on any obligation of the City issued to pay redevelopment project costs for the Camp Street Redevelopment Project Area, whether or not secured by a pledge of the monies to the credit of the Camp Street Special Tax Allocation Fund; or

(i) for any other purpose related to the Plan, the Project, the Camp Street Redevelopment Project Area or the Redevelopment Project pursuant to the TIF Act.

C. WEST WASHINGTON STREET REDEVELOPMENT PROJECT AREA SPECIAL TAX ALLOCATION FUND. The West Washington Street Redevelopment Project Area Special Tax Allocation Fund is hereby expressly continued as a special fund of the City, which fund shall be held separate and apart from all other funds and accounts of the City and shall be administered as otherwise provided in the Prior West Washington Street TIF Bond Ordinance. Whenever a TIF Accounting shall determine that the Camp Street Incremental Property Taxes, when aggregated with the Pledged Rental Income and/or the Sales Taxes, shall be insufficient to pay the Principal Requirement and the Interest Requirement, without official action by or direction of the Corporate Authorities, the City Treasurer is authorized to transfer moneys, if any, then on deposit in and to the credit of the General Account of the West Washington Street Redevelopment Project Area Special Tax Allocation Fund to the Senior Lien Principal and Interest Account of the Camp Street Special Tax Allocation Fund, and such transferred Subordinated West Washington Street Incremental Property Taxes shall be used solely to pay principal of and interest on the Bonds at Stated Maturity or as called for mandatory or optional redemption as hereinabove provided. The remainder, if any, of the Incremental Property Taxes remaining on deposit in the General Account of the West Washington Street Redevelopment Project Area shall be deemed upon any such

transfer to be released from the pledge of this Ordinance and shall not be “Subordinated West Washington Street Incremental Property Taxes” for any purpose of this Ordinance but rather shall be available to the City for any purpose as may be authorized pursuant to the Prior West Washington Street TIF Bond Ordinance and the TIF Act.

D. PLEDGED SALES TAX ACCOUNT. There is hereby continued a special fund of the City to be known as the “Pledged Sales Tax Account” (the “*Pledged Sales Tax Account*”), to be held by the City separate and apart from all other funds and accounts of the City. All of the Pledged Sales Taxes designated to pay principal of, interest on and premium, if any, on the Bonds, the Prior Sales Tax Bonds and any Additional Bonds shall be set aside as collected and remitted by the City Treasurer for deposit in the Pledged Sales Tax Account (or as may be otherwise provided for any of the Prior Sales Tax Bonds pursuant to the proceedings authorizing such Prior Sales Tax Bonds), which is a trust fund hereby continued for the purpose of carrying out the covenants, terms and conditions imposed upon the City by the Reform Act and this Ordinance. The Bonds are secured, ratably and equally with the Prior Sales Tax Bonds, by a pledge of all of the Pledged Sales Taxes on deposit in the Pledged Sales Tax Account, and such pledge is irrevocable until the obligations of the City are discharged under this Ordinance.

The City Treasurer is hereby expressly authorized and directed to set aside from each distribution to the City by the State of sales taxes, or successor taxes thereto, so much (if any) of said distribution as he or she shall reasonably determine is necessary to establish a balance on deposit in and to the credit of the Pledged Sales Tax Account sufficient to meet the requirements of this Ordinance for the then current Bond Year. Said amount, if any, shall be immediately deposited each month by said Treasurer into the Pledged Sales Tax Account until the credit balance of said Account is, in the reasonable determination of the City Treasurer, sufficient to meet said requirements.

Not later than each November 15, the City Treasurer shall continue to conduct an accounting (a “*Sales Tax Accounting*”) to determine the balance of Pledged Sales Taxes on deposit in and to the credit of the Pledged Sales Tax Account.

Each Sales Tax Accounting shall determine the Principal Requirement and the Interest Requirement for the next Bond Year. If, upon any Sales Tax Accounting, there are funds on deposit in and to the credit of the Pledged Sales Tax Account in excess of such Principal Requirement and such Interest Requirement, such funds shall be transferred by the City Treasurer to the general corporate funds of the City as hereinbelow provided. The City Treasurer is hereby expressly directed and authorized to use moneys on deposit in and to the credit of the Pledged Sales Tax Account to pay principal of and interest on the Outstanding Bonds.

In the event the City Treasurer shall determine upon any Sales Tax Accounting that Pledged Sales Taxes are not necessary fully to pay (at Stated Maturity, upon redemption or otherwise) the Principal Requirement and the Interest Requirement, the balance of the Pledged Sales Taxes then on deposit in and to the credit of the Pledged Sales Tax Account in excess of the necessary amount shall be released from the pledge of this Ordinance, and the City Treasurer shall promptly transfer such balance in excess of the necessary amount to the City to be used by the City for any lawful corporate purpose. Upon any such transfer and release, any such moneys shall no longer be deemed to be “Pledged Sales Taxes” under this Ordinance, and no registered owner of any Bond issued hereunder shall have the power to compel the City to apply such sales taxes to the payment of principal of, premium, if any, or interest on the Bonds.

E. INVESTMENTS. Except as otherwise expressly provided, moneys to the credit of the Pledged Rental Income Account, the Camp Street Special Tax Allocation Fund and the Pledged Sales Tax Account may be invested by the City Treasurer without further direction from or official action by the Corporate Authorities, but only in Qualified Investments or as otherwise provided



by any authorization granted to municipal corporations by Illinois statute or court decision. Such investments may be sold from time to time by the Treasurer as funds may be needed.

All earnings or profit on any funds so invested in the Pledged Rental Income Account, the Camp Street Special Tax Allocation Fund or the Pledged Sales Tax Account shall be retained therein.

Moneys in any of said Accounts shall be invested by the Treasurer, if necessary, in investments restricted as to yield, which investments may be in United States Treasury Obligations—State and Local Government Series, if available, and to such end the Treasurer shall refer to any investment restrictions covenanted by the City or any Designated Officer thereof as part of the transcript of proceedings for the issuance of the Bonds, and to appropriate opinions of counsel.

F. ACCOUNT EXCESSES. Any amounts to the credit of the Accounts of the Camp Street Special Tax Allocation Fund or the Pledged Sales Tax Account in excess of the then current requirements therefor may be transferred at any time by the City Treasurer to such other Account or Accounts, respectively, of the Camp Street Special Tax Allocation Fund or the Pledged Sales Tax Account as it may in his or her sole discretion designate.

*Section 13. Full Faith and Credit Taxes Fund.* There is hereby created a special fund of the City, which fund shall be held by the Paying Agent separate and apart from all other funds and accounts of the City and be known as the “Alternate Bond Fund” (the “*Full Faith and Credit Taxes Fund*”). The purpose of the Full Faith and Credit Taxes Fund is to provide a fund to receive and disburse Full Faith and Credit Taxes for any (or all) of the Bonds. All payments made with respect to the Bonds from the Pledged Revenues shall be made by the Paying Agent directly from the Pledged Rental Income Account, the Senior Lien Principal and Interest Account or the Pledged Sales Taxes Account. All Full Faith and Credit Taxes shall be deposited to the credit of the Full

Faith and Credit Taxes Fund. The Full Faith and Credit Taxes Fund constitutes a trust fund established for the purpose of carrying out the covenants, terms and conditions imposed upon the City by this Ordinance.

Full Faith and Credit Taxes on deposit to the credit of the Full Faith and Credit Taxes Fund shall be fully spent to pay the principal of and interest on the Bonds prior to use of any moneys on deposit in the Pledged Rental Income Account, the Senior Lien Principal and Interest Account or the Pledged Sales Tax Account.

*Section 14. Full Faith and Credit Taxes; Tax Levy.* The Bonds are Alternate Bonds. For the purpose of providing funds to pay the principal of and interest on the Bonds, and as provided in Section 15 of the Reform Act, there is hereby levied upon all of the taxable property within the City, in the years for which any of such Bonds are Outstanding, a direct annual tax for each of the years while such Bonds or any of them are Outstanding, in amounts sufficient for that purpose, and there be and there hereby is levied upon all of the taxable property in the City direct annual taxes in the amounts (not to exceed \$1,644,660 per year) and for the years as shall be provided in the Bond Order (the “*Full Faith and Credit Taxes*”).

Following any extension of Full Faith and Credit Taxes, interest or principal coming due at any time when there are insufficient funds on hand from the Full Faith and Credit Taxes to pay the same shall be paid promptly when due from current funds on hand in advance of the collection of the Full Faith and Credit Taxes herein levied; and when the Full Faith and Credit Taxes shall have been collected, reimbursement shall be made to said funds in the amount so advanced.

*Section 15. Filing with County Clerk.* After this Ordinance becomes effective, a copy hereof, certified by the City Clerk, together with an executed copy of the Bond Order, shall be filed with the County Clerk. The County Clerk shall in and for each of the years required ascertain the rate percent required to produce the aggregate Full Faith and Credit Taxes hereinbefore

provided to be levied in each of said years as set forth in the Bond Order; and the County Clerk shall extend the same for collection on the tax books in connection with other taxes levied in said years in and by the City for general corporate purposes of the City; and in said years the Full Faith and Credit Taxes shall be levied and collected by and for and on behalf of the City in like manner as taxes for general corporate purposes of the City for said years are levied and collected, and in addition to and in excess of all other taxes. The Full Faith and Credit Taxes are hereby irrevocably pledged to and shall be used only for the purpose of paying principal of and interest on the Bonds.

*Section 16. Abatement of Full Faith and Credit Taxes.* Not earlier than January 2 and not later than the last date in any Tax Year that the County Clerk will accept the filing of an ordinance levying a tax to be extended for such Tax Year for the payment of principal of and interest on general obligation bonds, the City Treasurer shall determine (i) the amounts on deposit in and to the credit of the Pledged Rental Income Account, the Camp Street Special Tax Allocation Fund, and/or the Pledged Sales Tax Account, and available to pay the Principal Requirement and the Interest Requirement for which the Full Faith and Credit Taxes have been levied for such Tax Year and (ii) the amount of any additional monies reasonably anticipated to be transferred to the Pledged Rental Income Account, the Camp Street Special Tax Allocation Fund (including, specifically, the Subordinated West Washington Street Incremental Property Taxes), and/or the Pledged Sales Tax Account, by proper proceedings of the Corporate Authorities. The City Treasurer shall set forth the aggregate amount of funds which are on deposit in the Pledged Rental Income Account, the Camp Street Special Tax Allocation Fund, and/or the Pledged Sales Tax Account, and which are available for the purpose of abating the Full Faith and Credit Taxes to be extended during that Tax Year. By proper proceedings the Corporate Authorities shall direct the abatement of the Full Faith and Credit Taxes for that Tax Year by the aggregate amounts available and on deposit in the Pledged Rental Income Account, the Senior Lien Principal and Interest Account, and/or the

Pledged Sales Tax Account, as evidenced by such determination. *The City hereby expressly covenants and agrees that Pledged Incremental Property Taxes shall not be used to abate any Full Faith and Credit Taxes levied to pay any portion of the Bonds issued to pay costs other than eligible redevelopment project costs as provided in the TIF Act.*

*Section 17. General Covenants.* The City covenants and agrees with the registered owners of the Bonds, so long as any Bonds remain Outstanding, as follows:

A. The City pledges the Pledged Revenues to the payment of the Bonds, and the Corporate Authorities covenant and agree to provide for, collect and apply Pledged Revenues to the payment of the Bonds payable from such Pledged Revenues as hereinabove provided and the provision of not less than an additional .25 times debt service. The determination of the sufficiency of the Pledged Revenues pursuant to this subsection (A) shall be supported by reference to the Audit, and the reference to and acceptance of the Audit by the Corporate Authorities shall be conclusive evidence that the conditions of Section 15 of the Reform Act have been met.

B. The City will punctually pay or cause to be paid from the Full Faith and Credit Taxes Fund, the Pledged Rental Income Account, the Senior Lien Principal and Interest Account, and the Pledged Sales Tax Account (being, collectively, the “*Bond Fund*”), the principal of and interest on the Bonds in strict conformity with the terms of the Bonds and this Ordinance, and it will faithfully observe and perform all of the conditions, covenants and requirements thereof and hereof.

C. The City will pay and discharge, or cause to be paid and discharged, from the Bond Fund any and all lawful claims which, if unpaid, might become a lien or charge upon the Pledged Moneys, or any part thereof, or upon any funds in the hands of the Paying Agent, or which might impair the security of the Bonds. Nothing herein contained shall

require the City to make any such payment so long as the City in good faith shall contest the validity of said claims.

D. The City will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the City, in which complete and correct entries shall be made of all transactions relating to the Pledged Moneys and the Bond Fund.

E. The City will preserve and protect the security of the Bonds and the rights of the registered owners of the Bonds and will warrant and defend their rights against all claims and demands of all persons. From and after the sale and delivery of any of the Bonds by the City, the Bonds shall be incontestable by the City.

F. The City will adopt, make, execute and deliver any and all such further ordinances, resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention of, or to facilitate the performance of, this Ordinance, and for the better assuring and confirming unto the registered owners of the Bonds of the rights and benefits provided in this Ordinance.

G. As long as any Bonds are Outstanding, the City will continue to deposit and apply the Pledged Revenues and, if applicable, the Full Faith and Credit Taxes as provided herein. The City covenants and agrees with the purchasers of the Bonds and with the registered owners thereof that so long as any Bonds remain Outstanding, the City will take no action or fail to take any action which in any way would adversely affect the ability of the City to levy the Full Faith and Credit Taxes and to collect and to segregate the Pledged Moneys. The City and its officers will comply with all present and future applicable laws in order to assure that the Full Faith and Credit Taxes can be levied and extended and that the Pledged Revenues and the Full Faith and Credit Taxes may be collected and deposited into the respective Bond Fund as provided herein.

H. The Outstanding Bonds shall be and forever remain until paid or defeased the general obligation of the City, for the payment of which its full faith and credit are pledged, and shall be payable, in addition to from the Pledged Revenues, as herein provided, from the levy of the Full Faith and Credit Taxes as provided in the Reform Act.

*Section 18. Additional Bonds.* The City reserves the right to issue Additional Bonds from time to time payable from the Pledged Revenues, or from any portion of the Pledged Revenues, and any such Additional Bonds shall share ratably and equally in the Pledged Revenues with the Bonds; *provided, however,* that no Additional Bonds shall be issued except upon compliance with the provisions of the Reform Act as the Reform Act is written at this time.

*Section 19. Defeasance.* The Bonds may be discharged, payment provided for, and the City's liability terminated as follows:

(a) *Discharge of Indebtedness.* If (i) the City shall pay or cause to be paid to the registered owners of the Bonds the principal, premium, if any, and interest to become due thereon at the times and in the manner stipulated therein and herein, (ii) all fees and expenses of the Bond Registrar shall have been paid, and (iii) the City shall keep, perform and observe all and singular the covenants and promises in the Bonds and in this Ordinance expressed as to be kept, performed and observed by it or on its part, then these presents and the rights hereby granted shall cease, determine and be void. If the City shall pay or cause to be paid to the registered owners of all Outstanding Bonds, or of a particular maturity of the Bonds, the principal, premium, if any, and interest to become due thereon at the times and in the manner stipulated therein and herein, such Bonds shall cease to be entitled to any lien, benefit or security under this Ordinance, and all covenants, agreements and obligations of the City to the holders of such Bonds shall thereupon cease, terminate and become void and discharged and satisfied.

(b) *Provision for Payment.* Bonds for the payment or redemption of which sufficient monies or sufficient Government Securities shall have been deposited with the Bond Registrar (whether upon or prior to the maturity or the redemption date of such Bonds) or similar institution having trust powers shall be deemed to be paid within the meaning of this Ordinance and no longer outstanding under this Ordinance; *provided, however,* that if such Bonds are to be redeemed prior to the maturity thereof, notice of such redemption shall have been duly given as provided in this Ordinance or arrangements satisfactory to the Bond Registrar shall have been made for the giving thereof. Government Securities shall be considered sufficient only if said investments are not redeemable prior to maturity at the option of the issuer and mature and bear interest in such amounts and at

such times as will assure sufficient cash to pay currently maturing interest and to pay principal and redemption premiums if any when due on the Bonds.

The City may at any time surrender to the Bond Registrar for cancellation by it any Bonds previously authenticated and delivered hereunder, which the City may have acquired in any manner whatsoever, and such Bonds, upon such surrender and cancellation, shall be deemed to be paid and retired.

(c) *Termination of City's Liability.* Upon the discharge of indebtedness under paragraph (a) hereof, or upon the deposit with the Bond Registrar or similar institution having trust powers of sufficient money and Government Securities (such sufficiency being determined as provided in paragraph (b) hereof) for the retirement of any particular Bond or Bonds, all liability of the City in respect of such Bond or Bonds shall cease, determine and be completely discharged and the holders thereof shall thereafter be entitled only to payment out of the money and the proceeds of the Government Securities deposited with the Bond Registrar or similar institution as aforesaid for their payment.

*Section 20. Sale of the Bonds.* Any two or more of the Designated Officers are hereby authorized to sell all or any portion of the Bonds to the Purchaser on such terms as they may deem to be in the best interests of the City, *provided* that the terms and parameters of this Ordinance shall be satisfied in full. The Bonds or any portion thereof may be sold as the Designated Officers shall determine that the proceeds of such sales are needed. Nothing contained in this Ordinance shall limit the sale of the Bonds or any maturity or maturities thereof at a price or prices in excess of the principal amount thereof.

Subsequent to such sale, the Designated Officers shall file in the office of the City Clerk the Bond Order directed to the Corporate Authorities identifying the terms of the sale, the amount of the Bonds being sold, the dated date of the Bonds sold, the aggregate principal amount of Bonds sold, the principal amount of Bonds maturing and mandatorily redeemable in each year, the optional redemption provisions applicable to the Bonds, the interest rate or rates on the Bonds, and the information regarding the title of the Bonds, and thereafter the Bonds so sold shall be duly prepared and executed in the form and manner provided herein and delivered to the Purchaser in accordance with the terms of sale.

Any Designated Officer and such other officers of the City as may be necessary are hereby authorized to execute such other documents, as may be necessary to effectuate the issuance and delivery of the Bonds, including but not limited to:

(a) a Contract of Purchase by and between the City and the Purchaser (the "*Purchase Contract*"), which form shall be acceptable to the Designated Officers and as customarily entered into by the City; and

(b) such other closing certifications and documents as are customary in financings such as the Bonds;

and execution thereof by such officers is hereby deemed conclusive evidence of approval thereof with such changes, additions, insertions, omissions or deletions as such officers may determine, with no further official action of or direction by the Corporate Authorities. Prior to the execution and delivery of the Purchase Contract, the Designated Officers shall find and determine that no person holding any office of the City, either by election or appointment, is in any manner financially interested directly in his own name or indirectly in the name of any other person, association, trust or corporation, in the Purchase Contract.

Prior to the sale of the Bonds, any of the Designated Officers is hereby authorized to approve and execute a commitment for the purchase of a Municipal Bond Insurance Policy (as hereinafter defined), to further secure the Bonds.

In the Bond Order, the Designated Officers shall find and determine that (i) the Bonds have been sold at such price and bear interest at such rates that either the true interest cost (yield) or the net interest rate received upon the sale of the Bonds does not exceed the maximum rate otherwise authorized by Applicable Law, (ii) the net present value debt service savings to the City as a result of the issuance of the Bonds and the refunding of the Refunded Bonds is not less than 3.00% of the principal amount of the Refunded Bonds and (iii) the Refunding Conditions have been met.

The preparation, use and distribution of offering materials, which may include a preliminary official statement and an official statement relating to each sale and issuance of the



Bonds are hereby ratified and approved. The Designated Officers are each hereby authorized to execute and deliver an official statement relating to each sale and issuance of the Bonds on behalf of the City. Any preliminary official statement and official statement herein authorized shall be in substantially the forms previously used for general obligation financings of the City with appropriate revisions to reflect the terms and provisions of the Bonds and to describe accurately the current condition of the City and the parties to the financing.

*Section 21. Use of Proceeds.* The proceeds received from the sale of the Bonds shall be used as follows:

A. Accrued interest and capitalized interest in the amount and for the period as specified in the Bond Order, shall be credited to such fund or account as may be provided in the Bond Order and be applied to pay first interest due on the Bonds.

B. The amount necessary of the proceeds of the Bonds shall be deposited into a separate fund, hereby created, designated the "*Expense Fund*" to be used to pay expenses of issuance of Bonds. Disbursements from such fund shall be made (A) directly by the Purchaser on the date of delivery of the Bonds or (B) from time to time by the Treasurer of the City, without further action of the Corporate Authorities. Any excess in said fund shall be deposited into the Bond Fund.

C. The amount necessary from the proceeds of the Bonds, together with such money in the bond fund for the Series 2014 Bonds as may be advisable for the purpose, shall be used to provide for the Refunding pursuant to the provisions of an escrow (the "*Escrow Agreement*") to be entered into between the City and Amalgamated Bank of Chicago, Chicago, Illinois, as escrow agent (or such other bank named therein, the "*Escrow Agent*"), in substantially the form attached hereto as *Exhibit A* and made a part hereof by this reference, or with such changes therein as shall be approved by the officers of the City

executing the Escrow Agreement, such execution to constitute evidence of the approval of such changes, for the purpose of paying the principal of and interest on the Refunded Bonds when due and upon redemption prior to maturity. The Corporate Authorities approve the form, terms and provisions of the Escrow Agreement and directs the Mayor and Clerk to execute, attest and deliver the Escrow Agreement in the name and on behalf of the City. Amounts in the escrow may be used to purchase direct obligations of or obligations guaranteed by the full faith and credit of the United States of America (the “*Government Securities*”) to provide for the payment of the principal of and interest on the Refunded Bonds when due and upon redemption prior to maturity. The Escrow Agent, the Purchaser and any bidding agent to be named in the Bond Order are each hereby authorized to act as agent for the City in the purchase of the Government Securities. Subject only to the delivery of the Bonds and the necessary deposit into the Escrow Agreement, such of the Refunded Bonds as are identified in the Bond Order as the Refunded Bonds are hereby determined to be Refunded Bonds and are called for redemption at their earliest possible call dates set forth in the Bond Order, and with the appropriate notice to be given as set forth authorizing the bond ordinance for the Series 2014 Bonds.

*Section 22. Bond Registrar Covenants.* If requested by the Bond Registrar, the Designated Officers are authorized to execute a Bond Registrar’s agreement by and between the City and the Bond Registrar with respect to the obligations and duties of the Bond Registrar hereunder. Such duties shall include the following:

- (a) to act as bond registrar, authenticating agent, paying agent and transfer agent as provided herein;

(b) to maintain a list of Bondholders as set forth herein and to furnish such list to the City upon request, but otherwise to keep such list confidential to the extent permitted by law;

(c) to give notice, if any, of redemption of Bonds as provided herein;

(d) to cancel and/or destroy Bonds which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer;

(e) to furnish the City at least annually a certificate with respect to Bonds cancelled and/or destroyed; and

(f) to furnish the City at least annually an audit confirmation of Bonds paid, Outstanding Bonds and payments made with respect to interest on the Bonds.

The City Clerk is hereby directed to file a certified copy of this Ordinance with the Bond Registrar.

The City covenants with respect to the Bond Registrar, and the Bond Registrar further covenants and agrees as follows:

A. The City shall at all times retain a Bond Registrar with respect to the Bonds; it will maintain at the designated office(s) of such Bond Registrar a place or places where Bonds may be presented for payment, registration, transfer or exchange; and it will require that the Bond Registrar properly maintain the Bond Register and perform the other duties and obligations imposed upon it by this Ordinance in a manner consistent with the standards, customs and practices of the municipal securities industry.

B. The Bond Registrar shall signify its acceptance of the duties and obligations imposed upon it by this Ordinance by executing the certificate of authentication on any Bond, and by such execution the Bond Registrar shall be deemed to have certified to the City that it has all requisite power to accept and has accepted such duties and obligations

not only with respect to the Bond so authenticated but with respect to all the Bonds. Any Bond Registrar shall be the agent of the City and shall not be liable in connection with the performance of its duties except for its own negligence or willful wrongdoing. Any Bond Registrar shall, however, be responsible for any representation in its certificate of authentication on Bonds.

C. The City may remove the Bond Registrar at any time. In case at any time the Bond Registrar shall resign, shall be removed, shall become incapable of acting, or shall be adjudicated a bankrupt or insolvent, or if a receiver, liquidator, or conservator of the Bond Registrar or of the property thereof shall be appointed, or if any public officer shall take charge or control of the Bond Registrar or of the property or affairs thereof, the City covenants and agrees that it will thereupon appoint a successor Bond Registrar. The City shall give notice of any such appointment made by it to each registered owner of any Bond within twenty days after such appointment in the same manner, or as nearly the same as may be practicable, as for a redemption of Bonds. Any Bond Registrar appointed under the provisions of this Section shall be a bank, trust company, or national banking association maintaining its designated corporate trust office in Illinois and having capital and surplus and undivided profits in excess of \$50,000,000.

*Section 23. This Ordinance a Contract.* The provisions of this Ordinance shall constitute a contract between the City and the registered owners of the Bonds, each in accordance with terms hereof; and no changes, additions or alterations of any kind shall be made hereto.

*Section 24. Supplemental Ordinances.* The rights and obligations of the City and of the owners of Outstanding Bonds may from time to time be modified or amended by a supplemental ordinance adopted by the Corporate Authorities with the written consent of the owners of not less than two-thirds (2/3rds) of the principal amount of all Outstanding Bonds (excluding any of said

Bonds owned by or under the control of the City); *provided, however*, that no such modification or amendment shall extend or change the maturity of or date of redemption prior to maturity, or reduce the interest rate on, or permit the creation of a preference or priority of any Outstanding Bond or Outstanding Bonds over any other Outstanding Bond or Outstanding Bonds, or otherwise alter or impair the obligation of the City to pay the principal of and interest on any of the Outstanding Bonds at the time, place, rate, and in the currency provided therein, or alter or impair the obligations of the City with respect to registration, transfer, exchange or notice of redemption of Bonds, without the express consent of the owners of all the Outstanding Bonds affected; nor shall any such modification or amendment reduce the percentage of the owners of Outstanding Bonds required for the written consent of such modification or amendment without the consent of the owners of all of the Outstanding Bonds.

*Section 25. Continuing Disclosure Undertaking.* The Mayor or City Treasurer is hereby authorized, empowered and directed to execute and deliver a Continuing Disclosure Undertaking (the “*Continuing Disclosure Undertaking*”). When the Continuing Disclosure Undertaking is executed and delivered on behalf of the City as herein provided, the Continuing Disclosure Undertaking will be binding on the City and the officers, employees and agents of the City, and the officers, employees and agents of the City are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Continuing Disclosure Undertaking as executed. Notwithstanding any other provision of this Ordinance, the sole remedy for failure to comply with the Continuing Disclosure Undertaking shall be the ability of the beneficial owner of any Bond to seek mandamus or specific performance by court order to cause the City to comply with its obligations under the Continuing Disclosure Undertaking.

*Section 26. Municipal Bond Insurance.* In the event the payment of principal and interest on the Bonds is insured pursuant to a municipal bond insurance policy (the “*Municipal Bond Insurance Policy*”) issued by a bond insurer (the “*Bond Insurer*”), and as long as such Municipal Bond Insurance Policy shall be in full force and effect, the City and the Bond Registrar agree to comply with such usual and reasonable provisions regarding presentment and payment of the Bonds, subrogation of the rights of the Bondholders to the Bond Insurer upon payment of the Bonds by the Bond Insurer, amendment hereof, or other terms, as approved by the Mayor of the City on advice of counsel, his or her approval to constitute full and complete acceptance by the City of such terms and provisions under authority of this Section.

*Section 27. Severability.* If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

*Section 28. Repealer.* All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

*Section 29. Publication; Effective Date.* This Ordinance shall be published once within ten days of adoption in pamphlet form and shall be effective immediately upon its passage and approval.

INTRODUCED by the Corporate Authorities on September 7, 2021.

PASSED by the Corporate Authorities on September 21, 2021.

APPROVED: September 21, 2021.

\_\_\_\_\_  
Mayor

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

RECORDED in the City Records on September 21, 2021.

Published in pamphlet form by authority of the Corporate Authorities on \_\_\_\_\_,  
2021, at \_\_\_\_:\_\_\_\_ P.M.

ATTEST:

\_\_\_\_\_  
City Clerk

[SEAL]

**EXHIBIT A**  
**FORM OF ESCROW AGREEMENT**

This Escrow Agreement (this “*Agreement*”), dated as of on the date witnessed hereinbelow, by and between the City of East Peoria, Tazewell County, Illinois (the “*City*”), and Amalgamated Bank of Chicago, a banking corporation having trust powers, organized and operating under the laws of the State of Illinois, located in Chicago, Illinois (the “*Escrow Agent*”), in consideration of the mutual promises and agreements herein set forth:

**WITNESSETH:**

**ARTICLE I**

**DEFINITIONS**

The following words and terms used in this Agreement shall have the following meanings unless the context or use clearly indicates another or different meaning:

*Section 1.01.* “*Bonds*” means the \$\_\_\_\_\_ Taxable General Obligation Refunding Bonds (Alternate Revenue Source), Series 2021D, dated \_\_\_\_\_, 2021, authorized to be issued by the Bond Ordinance.

*Section 1.02.* “*Bond Ordinance*” means the ordinance adopted on the 21st day of September, 2021, by the Council entitled:

AN ORDINANCE authorizing and providing for the issuance of not to exceed \$13,980,000 Taxable General Obligation Refunding Bonds (Alternate Revenue Source), Series 2021D, of the City of East Peoria, Tazewell County, Illinois, for the purpose of refunding certain outstanding alternate revenue bonds of said City, authorizing the execution of a bond order in connection therewith, pledging certain revenues of said City, providing for the imposition of taxes to pay the same, authorizing the execution of an escrow agreement in connection therewith, and authorizing the sale of said bonds to the purchaser thereof.

authorizing the issuance of the Bonds.

*Section 1.03.* “*Council*” means the Council of the City.



*Section 1.04.* “*Escrow Account*” means the trust account established under this Agreement by the deposit of the Government Securities and the beginning cash.

*Section 1.05.* “*Government Securities*” means the non-callable direct obligations of or non-callable obligations guaranteed by the full faith and credit of the United States of America as to principal and interest deposited hereunder as more particularly described in *Exhibit A* to this Agreement and also including any direct obligations purchased pursuant to Section 3.02.

*Section 1.06.* “*Intended Government Securities*” means the Government Securities labeled as such on *Schedule A*.

*Section 1.07.* “*Paying Agent*” means Amalgamated Bank of Chicago, Chicago, Illinois, as bond registrar and paying agent for the Refunded Bonds, and any successor thereto.

*Section 1.08.* “*Refunded Bonds*” means the outstanding bonds of the City as follows:

\$ \_\_\_\_\_ General Obligation Refunding Bonds (Alternate Revenue Source), Series 2014, dated May 22, 2014, being a portion of the bonds outstanding from an issue in the original principal amount of \$18,570,000, fully registered and without coupons, due on January 1 of the year, in the amount and bearing interest at the rate per annum as follows:

YEAR OF MATURITY	PRINCIPAL AMOUNT	RATE OF INTEREST
---------------------	---------------------	---------------------

*Section 1.09.* “*Treasurer*” means the City Treasurer.

## ARTICLE II

### CREATION OF ESCROW

*Section 2.01.* The City by the Bond Ordinance has authorized the issue and delivery of the Bonds, proceeds of which, together with certain funds of the City on hand and legally available for such purpose, are to be used to refund the Refunded Bonds by the deposit on demand and to purchase on behalf of the City the Government Securities. Such deposit and securities will provide

all moneys necessary to pay the principal of and interest on the Refunded Bonds when due and upon redemption prior to maturity.

*Section 2.02.* The City deposits \$\_\_\_\_\_ from the proceeds of the Bonds, \$\_\_\_\_\_ from the proceeds of the Refunded Bonds and \$\_\_\_\_\_ from funds on hand and legally available for the purchase of Government Securities and the funding of a beginning cash escrow deposit on demand in the amount of \$\_\_\_\_\_ (the “*Beginning Deposit*”). The Beginning Deposit and the Government Securities are held in an irrevocable trust fund account for the City to the benefit of the holders of the Refunded Bonds to pay the principal of and interest on the Refunded Bonds when due and upon redemption prior to maturity.

*Section 2.03.* The Escrow Agent and the City have each received the report of Robert Thomas CPA, LLC, attached hereto as *Exhibit B* (the “*Verification Report*”), that the principal of and income and profit to be received from the Government Securities, when paid at maturity, and the cash held in accordance with Section 2.02 hereof, will be sufficient, at all times pending the final payment of the Refunded Bonds, to pay all interest on and all principal of the Refunded Bonds when due and upon redemption prior to maturity as evidenced by the Verification Report.

*Section 2.04.* To the extent that the Intended Government Securities as shown on *Schedule A* have not all been delivered at Closing because other Government Securities have been substituted for the Intended Government Securities, the Escrow Agent will, without further direction on or before the date specified on *Schedule A* reverse the substitution by taking delivery of Intended Government Securities, and then after confirming receipt of the Intended Government Securities shall release and deliver the corresponding substitute Government Securities to the order of the person specified on *Schedule A*. However, unless the Escrow Agent will then hold all of the Intended Government Securities, such release shall be contingent upon receipt of an opinion of a firm of nationally recognized independent certified public accountants or consultants nationally

recognized as having an expertise in the area of refunding escrows that the amounts (which will consist of cash or deposits on demand held in trust or receipts from non-callable direct obligations of or non-callable obligations guaranteed by the full faith and credit of the United States of America, all of which shall be held hereunder) available or to be available for payment of the Refunded Bonds will remain sufficient to pay when due all principal and interest on the Refunded Bonds after the reversal of the substitution.

### **ARTICLE III**

#### **COVENANTS OF ESCROW AGENT**

The Escrow Agent covenants and agrees with the City as follows:

*Section 3.01.* The Escrow Agent will hold the Government Securities and all interest income or profit derived therefrom and all uninvested cash in an irrevocable segregated and separate trust fund account for the sole and exclusive benefit of the holders of the Refunded Bonds until final payment thereof.

*Section 3.02.* The beginning cash escrow deposit shall not be invested by the Escrow Agent. Otherwise, the Escrow Agent will reinvest all available uninvested balances (except for an amount under \$1,000 or as explicitly provided in this Section) in the Escrow Account on deposit from time to time, whenever said balances exceed \$1,000 unless said balance is needed to pay principal of or interest on refunded bonds within 14 days, and acknowledges that the schedule of amounts available for reinvestment appears in the cash flow tables in the Verification Report and in *Exhibit C*. Investments so made shall be in direct obligations of the United States of America and shall be scheduled to mature on or prior to the interest payment date on the Refunded Bonds on which such proceeds will be needed to pay the principal of or interest on the Refunded Bonds.

*Exhibit C* contains a list of scheduled reinvestments. The Escrow Agent is instructed to subscribe for and take delivery of SLGS as described in *Exhibit C*.

The Escrow Agent shall hold balances not so invested in the Escrow Account on demand and in trust for the purposes hereof and shall secure same in accordance with applicable Illinois law for the securing of public funds.

*Section 3.03.* The Escrow Agent will promptly collect the principal, interest or profit from the Government Securities and promptly apply the same as necessary to the payment of principal and interest on the Refunded Bonds when due and upon redemption prior to maturity as herein provided.

*Section 3.04.* The Escrow Agent in its separate capacity as Paying Agent, will remit, in good funds on or before each principal or interest payment or redemption date on the Refunded Bonds, moneys sufficient to pay such principal, interest and redemption price as will meet the requirements for the retirement of the Refunded Bonds, and such remittances shall fully release and discharge the Escrow Agent from any further duty or obligation thereto under this Agreement.

*Section 3.05.* The Escrow Agent will make no payment of fees, charges or expenses due or to become due, of the Paying Agent or the bond registrar and paying agent on the Bonds, and the City either paid such fees, charges and expenses in advance as set forth in Section 3.06 hereof or covenants to pay the same as they become due.

*Section 3.06.* The charges, fees and expenses of the Escrow Agent (other than any charges, fees and expenses incurred pursuant to Section 3.07 hereof) have been paid in advance, and all charges, fees or expenses of the Escrow Agent in carrying out any of the duties, terms or provisions of this Agreement shall be paid solely therefrom. The Escrow Agent is also providing bond registrar and paying agent services for the Bonds, and the acceptance fee and first annual fee of the Escrow Agent for such bond registrar and paying agent services have been paid in advance, and all remaining charges, fees or expenses of the Escrow Agent for such services shall be paid by the City upon receipt of invoices therefor.

*Section 3.07.* The City has called the Refunded Bonds maturing on and after January 1, 2025, for redemption and payment prior to maturity on January 1, 2024. The Escrow Agent in its separate capacity as Paying Agent, will provide for and give timely notice of the call for redemption of such Refunded Bonds. The form and time of the giving of such notice regarding such Refunded Bonds shall be as specified in the ordinance authorizing the issuance of the Refunded Bonds.

The Escrow Agent in its separate capacity as Paying Agent, shall also give notice of the call of the Refunded Bonds, on or before the date the notice of such redemption is given to the holders of the Refunded Bonds, to the Municipal Securities Rulemaking Council (the “MSRB”) through its Electronic Municipal Market Access system for municipal securities disclosure or through any other electronic format or system prescribed by the MSRB for purposes of Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended. Information with respect to procedures for submitting notice can be found at <https://msrb.org>.

*Section 3.08.* The Escrow Agent has all the powers and duties herein set forth with no liability in connection with any act or omission to act hereunder, except for its own negligence or willful breach of trust, and shall be under no obligation to institute any suit or action or other proceeding under this Agreement or to enter any appearance in any suit, action or proceeding in which it may be defendant or to take any steps in the enforcement of its, or any, rights and powers hereunder, nor shall be deemed to have failed to take any such action, unless and until it shall have been indemnified by the City to its satisfaction against any and all costs and expenses, outlays, counsel fees and other disbursements, including its own reasonable fees, and if any judgment, decree or recovery be obtained by the Escrow Agent, payment of all sums due it, as aforesaid, shall be a first charge against the amount of any such judgment, decree or recovery.

*Section 3.09.* The Escrow Agent may in good faith buy, sell or hold and deal in any of the Bonds or the Refunded Bonds.

*Section 3.10.* The Escrow Agent will submit to the Treasurer a statement within forty-five (45) days after January 2 and July 2 of each calendar year, commencing January 2, 2022, itemizing all moneys received by it and all payments made by it under the provisions of this Agreement during the preceding six (6) month period (or, for the first period, from the date of delivery of the Bonds to January 2, 2022), and also listing the Government Securities on deposit therewith on the date of said report, including all moneys held by it received as interest on or profit from the collection of the Government Securities.

*Section 3.11.* If at any time it shall appear to the Escrow Agent that the available proceeds of the Government Securities and deposits on demand in the Escrow Account will not be sufficient to make any payment due to the holders of any of the Refunded Bonds, the Escrow Agent shall notify the Treasurer and the Council, not less than five (5) days prior to such date, and the City agrees that it will from any funds legally available for such purpose make up the anticipated deficit so that no default in the making of any such payment will occur.

#### **ARTICLE IV**

##### **COVENANTS OF CITY**

The City covenants and agrees with the Escrow Agent as follows:

*Section 4.01.* The Escrow Agent shall have no responsibility or liability whatsoever for (a) any of the recitals of the City herein, (b) the performance of or compliance with any covenant, condition, term or provision of the Bond Ordinance, and (c) any undertaking or statement of the City hereunder or under the Bond Ordinance.

*Section 4.02.* All payments to be made by, and all acts and duties required to be done by, the Escrow Agent under the terms and provisions of this Agreement, shall be made and done by the Escrow Agent without any further direction or authority of the City or the Treasurer.

*Section 4.03.* The City will take any and all further action necessary to ensure that adequate provision is made for the payment of the Refunded Bonds.

## ARTICLE V

### AMENDMENTS, REINVESTMENT OF FUNDS, IRREVOCABILITY OF AGREEMENT

*Section 5.01.* Except as provided in Section 5.04 hereof, all of the rights, powers, duties and obligations of the Escrow Agent hereunder shall be irrevocable and shall not be subject to amendment by the Escrow Agent and shall be binding on any successor to the Escrow Agent during the term of this Agreement.

*Section 5.02.* Except as provided in Section 5.04 hereof, all of the rights, powers, duties and obligations of the City hereunder shall be irrevocable and shall not be subject to amendment by the City and shall be binding on any successor to the officials now comprising the Council during the term of this Agreement.

*Section 5.03.* Except as provided in Section 5.04 hereof, all of the rights, powers, duties and obligations of the Treasurer hereunder shall be irrevocable and shall not be subject to amendment by the Treasurer and shall be binding on any successor to said official now in office during the term of this Agreement.

*Section 5.04.* This Agreement may be amended or supplemented, and the Government Securities or any portion thereof may be sold, redeemed, invested or reinvested, in any manner provided (any such amendment, supplement, or direction to sell, redeem, invest or reinvest to be referred to as a “*Subsequent Action*”), upon submission to the Escrow Agent of each of the following:

(1) Certified copy of proceedings of the Council authorizing the Subsequent Action and copy of the document effecting the Subsequent Action signed by duly designated officers of the City.

(2) An opinion of a firm of nationally recognized independent certified public accountants or consultants nationally recognized as having an expertise in the area of refunding escrows that the amounts (which will consist of cash or deposits on demand held in trust or receipts from non-callable direct obligations of or non-callable obligations guaranteed by the full faith and credit of the United States of America, all of which shall be held hereunder) available or to be available for payment of the Refunded Bonds will remain sufficient to pay when due all principal and interest on the Refunded Bonds after the taking of the Subsequent Action.

## **ARTICLE VI**

### **MERGER, CONSOLIDATION OR RESIGNATION OF ESCROW AGENT**

Any banking association or corporation into which the Escrow Agent may be merged, converted or with which the Escrow Agent may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which the Escrow Agent shall be a party, or any banking association or corporation to which all or substantially all of the corporate trust business of the Escrow Agent shall be transferred, shall succeed to all the Escrow Agent's rights, obligations and immunities hereunder without the execution or filing of any paper or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding. The Escrow Agent may at any time resign as Escrow Agent under this Agreement by giving 30 days' written notice to the City, and such resignation shall take effect upon the appointment of a successor Escrow Agent by the City. The City may select as successor Escrow Agent any financial institution with capital, surplus and undivided profits of at least \$75,000,000 and having a



corporate trust office within the State of Illinois, and which is authorized to maintain trust accounts for municipal corporations in Illinois under applicable law.

## **ARTICLE VII**

### **NOTICES TO THE CITY, THE TREASURER AND THE ESCROW AGENT**

*Section 7.01.* All notices and communications to the City and the Council shall be addressed in writing to: Council, City of East Peoria, 401 West Washington Street, East Peoria, Illinois 61611.

*Section 7.02.* All notices and communications to the Treasurer shall be addressed in writing to: City Treasurer, City of East Peoria, 401 West Washington Street, East Peoria, Illinois 61611.

*Section 7.03.* All notices and communications to the Escrow Agent shall be addressed in writing to: Corporate Trust Department, Amalgamated Bank of Chicago, 30 North LaSalle Street, 38th Floor, Chicago, Illinois 60602.

## **ARTICLE VIII**

### **TERMINATION OF AGREEMENT**

*Section 8.01.* That, upon final disbursement of funds sufficient to pay the principal and interest of the Refunded Bonds as hereinabove provided for, the Escrow Agent will transfer any balance remaining in the Escrow Account to the Treasurer with due notice thereof mailed to the Council, and thereupon this Agreement shall terminate.

## **ARTICLE IX**

### **EXECUTION IN COUNTERPARTS**

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

IN WITNESS WHEREOF, the City of East Peoria, Tazewell County, Illinois, has caused this Agreement to be signed in its name by the Mayor of the City and to be attested by the City Clerk of the City under the seal of the City hereunto affixed; and Amalgamated Bank of Chicago, Chicago, Illinois, not individually, but in the capacity as hereinabove described, has caused this Agreement to be signed in its corporate name by one of its officers and attested by one of its officers under its corporate seal hereunto affixed, all as of the \_\_\_\_ day of \_\_\_\_\_, 2021.

CITY OF EAST PEORIA, TAZEWEILL COUNTY,  
ILLINOIS

\_\_\_\_\_  
SPECIMEN

Mayor

Attest:

\_\_\_\_\_  
SPECIMEN

City Clerk

[SEAL]

AMALGAMATED BANK OF CHICAGO  
Chicago, Illinois

\_\_\_\_\_  
SPECIMEN

Its \_\_\_\_\_

Attest:

\_\_\_\_\_  
SPECIMEN

Its \_\_\_\_\_

[BANK SEAL]

This Escrow Agreement received and acknowledged by me this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
SPECIMEN  
City Treasurer