



Public Finance Handbook

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SECTION I **INTRODUCTION**

A. GENERAL INFORMATION

The Illinois Finance Authority (the “Authority”) is a body politic and corporate established pursuant to the Illinois Finance Authority Act, 20 ILCS 3501/801-1 *et seq.* (the “Act”). In accordance with the Act, the Authority is governed by up to 15 Members (collectively, the “Board”) appointed by the Governor of the State of Illinois (the “State”) with the advice and consent of the State Senate.

This Illinois Finance Authority Public Finance Handbook (as amended, supplemented or modified from time to time, this “Bond Handbook” or this “Handbook”) and its requirements should be carefully reviewed by all potential conduit borrowers (“Borrowers” and individually, a “Borrower”), purchasers, underwriters and placement agents, and any other parties participating in “bond” (as defined in the Act) transactions with the Authority, including any “Record Owner” and “Capital Provider” (as such terms are defined in the Property Assessed Clean Energy Act, 50 ILCS 50/5 *et seq.* (the “PACE Act”). Any questions concerning the matters contained in this Handbook should be directed to the individual designated for such purpose by the Authority’s Executive Director (the “Public Finance Counsel”). The Authority has designated Public Finance Counsel as the primary contact for receipt of disclosures made by underwriters in compliance with Municipal Securities Rulemaking Board Rule G-17. In doing so, the Authority respectfully requests that underwriters copy the individual assigned to facilitate the transaction by the Authority’s Executive Director (the “Manager”).

The contact information for the Authority is as follows:

Illinois Finance Authority
160 North LaSalle Street, Suite S-1000
Chicago, Illinois 60601
Telephone: (312) 651-1300 | (800) 526-0844 (TTY)
Facsimile: (312) 651-1350
Website: <https://www.il-fa.com>

B. POLICY CONSIDERATIONS

This Handbook sets forth the Authority’s requirements and policies applicable to bonds except for First-Time Farmer Bonds. This Handbook is designed to protect the interests of the Authority but also to reflect the Authority’s philosophy of providing a customer-driven transaction process.

The Authority is not empowered to act as a regulatory agency. Accordingly, the obligation of Borrowers, Record Owners, bond trustees, paying agents, purchasers, etc. to provide information, certificates and reports post-issuance, other than as specifically required by the Act, federal law or any tax compliance agreement is intended solely to permit the Authority, if it elects to do so in its sole discretion, to monitor financed projects. In no event shall the Authority be responsible for ensuring receipt of any such information, certificates and reports, nor shall it be responsible for maintaining independent records containing such information, certificates and reports. The Authority may determine, in its sole discretion, not to seek through any action any information, certificates or reports that are not delivered provided that such information, certificates and reports may need to be supplied to the Internal Revenue Service and the Authority in connection with any

audit of a transaction and should be maintained, as applicable, by Borrowers in accordance with their post-issuance tax compliance policy.

C. APPLICABILITY AND CHANGE

The terms, provisions and conditions of this Handbook shall apply to all bonds issued through the Authority (except as noted above) and reflects the current policies and thinking of the Authority. Like any policy, it is subject to modification, revision and amendment at the sole discretion of the Authority. Certain terms and provisions herein may differ from documents executed and delivered with respect to bonds approved or issued prior to the effective date of this revised Handbook, and the Authority may apply, at its sole discretion, any such modifications, revisions or amendments on a retrospective basis if doing so does not create an undue burden on parties other than the Authority.

SECTION II
THE MECHANICS OF AUTHORITY
BOND ISSUES

A. THE APPLICATION PROCESS

1. **Application.** The Illinois Finance Authority Private Activity Bond Application and the Illinois Finance Authority Commercial Property Assessed Clean Energy (“Commercial PACE”) Bond Application are incorporated by reference into this Handbook; the current Private Activity Bond Application is posted on the Authority’s website under “Services / Private Activity Bonds / Help & Information / Private Activity Bond Application”, and the current Commercial PACE Bond Application is posted on the Authority’s website under “Services / Commercial PACE Bonds / Application Materials / Commercial PACE Bond Application”. For the consideration of a transaction, the Borrower must submit the Private Activity Bond Application to the Authority no later than four weeks (except as otherwise approved by Public Finance Counsel) prior to the date of the Board meeting at which the related resolution is to be considered, or the Capital Provider must submit the Commercial PACE Bond Application to the Authority no later than two weeks prior to the date on which the Capital Provider may desire to request execution of the related “Assessment Contract” (as defined in the PACE Act) (hereinafter, “PACE Assessment Contract”) by the applicable county or municipality (each, a “Governmental Unit”). A Capital Provider may only submit a Commercial PACE Bond Application to the Authority if such Capital Provider has been authorized to purchase “PACE Bonds” (as defined in the PACE Act) pursuant to the Board’s approval of a PACE Bond Resolution (as defined hereinafter).

No application is required in connection with amendments, supplements, modifications, conversions and/or reissuances of bonds issued by the Authority.

Pursuant to a memorandum of agreement between the Authority and the Illinois Environmental Protection Agency (the “IEPA”), the Authority and IEPA coordinate as to the timing, structure and level of revenue bond issuance necessary in connection with the IEPA Water Pollution Control Loan Program and Public Water Supply Loan Program.

2. **Authority Fees.** The Illinois Finance Authority Public Finance Fee Schedule is incorporated by reference into this Handbook; the current Public Finance Fee Schedule is posted on the Authority’s website under “Services / Private Activity Bonds / Help & Information / IFA Public Finance Fee Schedule.” Upon submission of an application, a non-refundable application fee (“Application Fee”) payable to the Authority may be required. The Authority’s closing fee and its issuer’s counsel fee, if any, are payable at the bond closing. The Authority does not anticipate engaging issuer’s counsel for the issuance of PACE Bonds so long as the form documents on file (see Section III.H (PACE Bonds) for additional information) with the Authority are utilized.

In the event that a transaction approved by the Authority does not close, payment of the Authority’s closing fee is not required; however, the Borrower (in connection with a Private Activity Bond Application) or the Capital Provider (in connection with a Commercial PACE Bond Application) shall be liable for and shall pay any and all costs associated with the Authority’s retention of outside professionals, including, but not limited to, the Authority’s issuer’s counsel, in connection with the transaction.

3. **Application Review.** In connection with the Private Activity Bond Application, it is the obligation of the Borrower to make available or submit all supporting documentation requested by the Authority. In connection with the Commercial PACE Bond Application, it is the obligation of the Capital Provider to make available or submit all supporting documentation requested by the Authority. Each applicant shall acknowledge the underwriting and legal requirements for approval and for issuance of the bonds, and each applicant shall acknowledge that the proposed project and transaction must comply with the requirements of this Handbook, the Authority’s policies and procedures and any other requirements of the Authority.

B. COUNSEL ENGAGEMENT AND CONFLICTS

It is the policy of the Authority to afford Borrowers and Record Owners the opportunity to assemble the team of professionals desired for a transaction, with an understanding that such professionals are duly qualified in their respective fields. The Authority will select its issuer’s counsel but otherwise does not mandate the use of particular professionals. Notwithstanding the right of the Borrower and Record Owner to assemble its team of professionals, the Authority, as the issuer of the bonds, must maintain the confidence of the markets and will make all reasonable efforts to ensure that its bonds are issued in full compliance with all applicable federal and State laws.

Any law firm seeking to serve in more than a single capacity in a particular transaction must seek a waiver from Public Finance Counsel prior to the date of the Board meeting at which the related resolution is to be considered, provided that, if the facts giving rise to the need for a waiver arise after approval of such resolution, a waiver must be sought as soon as possible thereafter. Unless approved by Public Finance Counsel, the law firm seeking a conflict waiver must submit its request in the form attached hereto as Exhibit K. It is within the sole discretion of Public Finance Counsel to grant waivers in connection with proposed counsel engagements. In the law firm’s written waiver request, the law firm shall identify the roles that it will be seeking to perform, affirm that

the proposed engagements conform with the applicable rules of professional responsibility, and address the steps that it will take to avoid conflicts or the appearance of conflicts. In that regard, the Authority requires that different professionals within such law firm serve as counsel in each role.

Moreover, Public Finance Counsel may require certain parties in a transaction to provide their written consent to the law firm serving in more than a single capacity in a particular transaction. For example, a waiver generally will be granted in circumstances when a law firm is seeking to act as bond counsel and counsel to the purchaser in a direct purchase transaction, so long as the Borrower provides its written consent.

Notwithstanding the foregoing, the Authority's issuer's counsel should not serve in any other capacity in a particular transaction (except as otherwise approved by Public Finance Counsel for certain equipment-only transactions for which Public Finance Counsel may permit bond counsel to also serve as issuer's counsel).

C. INDUCEMENT RESOLUTION

To ensure compliance with all applicable laws, the Borrower is expected to have consulted with counsel prior to submitting its Private Activity Bond Application to the Authority. Bond counsel and/or the Borrower should inform the Manager and/or the Public Finance Counsel prior to the date of the Board meeting at which the related Inducement Resolution is to be considered of the anticipated plan for consideration of a Bond Resolution. Exhibit A sets forth the Authority's required form of Inducement Resolution; however, the Authority retains the right, as it deems necessary, to make changes to an Inducement Resolution, both in general and as it may relate to a particular transaction. Bond counsel shall be responsible for drafting the Inducement Resolution, consistent with the form of resolution in Exhibit A, and for submitting an electronic copy thereof in Word format to the Manager and/or Public Finance Counsel no later than one week (except as otherwise approved by Public Finance Counsel) prior to the date of the Board meeting at which the related Inducement Resolution is to be considered.

The Authority understands that in many instances a Borrower may have no need for an Inducement Resolution, and the Borrower may desire to proceed directly to a Bond Resolution. The Authority may determine to accommodate such a request. The Borrower should contact the Manager and/or the Public Finance Counsel to discuss such a request as soon as possible, preferably at the time the Borrower submits its Private Activity Bond Application to the Authority.

D. BOND RESOLUTION

To ensure compliance with all applicable laws, the Borrower is expected to have consulted with counsel prior to submitting its Private Activity Bond Application to the Authority. Bond counsel and/or the Borrower should inform the Manager and/or Public Finance Counsel no later than four weeks (except as otherwise approved by Public Finance Counsel) prior to the date of the Board meeting at which the related Bond Resolution is to be considered of the anticipated plan for final document production. Before consideration of a Bond Resolution can occur, electronic copies of all major transaction documents in substantially final form must be submitted to the Manager and/or the Public Finance Counsel in Word format no later than one week (except as otherwise approved by Public Finance Counsel) prior to the date of the Board meeting at which the related Bond Resolution is to be considered. Exhibit B-1 sets forth the Authority's required form of Bond Resolution; however, the Authority retains the right, as it deems necessary, to make changes to a

Bond Resolution, both in general and as it may relate to a particular transaction. Bond counsel shall be responsible for drafting the Bond Resolution, consistent with the form of resolution in Exhibit B-1, and for submitting an electronic copy thereof in Word format to the Manager and/or the Public Finance Counsel no later than one week (except as otherwise approved by the Public Finance Counsel) prior to the date of the Board meeting at which the related Bond Resolution is to be considered.

The Authority understands that certain transaction documents (tax agreements, closing certificates, etc.) may not be in substantially final form when the related Bond Resolution is to be considered, but such transaction documents should be in a form previously approved by the Authority in similar transactions to the matter at hand, subject to pricing information and other information dependent upon the sale of the Bonds. Once all major transaction documents in substantially final form have been submitted to the Manager and/or the Public Finance Counsel, the Public Finance Counsel will endeavor to promptly review the submitted major transaction documents. If review by the Public Finance Counsel finds that the transaction documents are insufficient regarding material information, the Authority retains the right, as it deems necessary, to remove the transaction from the Board meeting agenda. For example, such transaction documents may be deemed insufficient in the following circumstances: (1) the structure or material terms of the transaction remain unsettled, (2) a committed purchaser, underwriter or placement agent is not identified, (3) documents are not in substantially final form, or (4) the approval of a Bond Resolution in the sole discretion of the Public Finance Counsel is otherwise not appropriate.

E. PACE BOND RESOLUTION

With respect to PACE Bonds, the Authority anticipates for each Capital Provider there will be a PACE Bond Resolution authorizing the issuance of PACE Bonds for purchase by a Capital Provider for a period of three years, and which shall outline the parameters of acceptable PACE Bond issuances pursuant to one or more Master Indentures and related Issuance Certificates in substantially the forms on file with the Authority. In other words, each Capital Provider that may desire to purchase PACE Bonds must obtain Board approval pursuant to a PACE Bond Resolution before PACE Bonds may be issued and purchased by such Capital Provider or its designated transferee(s).

To ensure compliance with all applicable laws, the Capital Provider is expected to have consulted with counsel prior to submitting its Commercial PACE Application to the Authority. Bond counsel and/or the Capital Provider should inform the Manager and/or Public Finance Counsel no later than four weeks (except as otherwise approved by Public Finance Counsel) prior to the date of the Board meeting at which the related PACE Bond Resolution is to be considered of the anticipated plan for final document production.

Before consideration of a PACE Bond Resolution can occur, an electronic copy of the Master Indenture and Issuance Certificate in substantially final form must be submitted to the Manager and/or Public Finance Counsel in Word format no later than one week (except as otherwise approved by Public Finance Counsel) prior to the date of the Board meeting at which the related PACE Bond Resolution is to be considered. Exhibit B-2 sets forth the Authority's required form of PACE Bond Resolution; however, the Authority retains the right, as it deems necessary, to make changes to a PACE Bond Resolution, both in general and as it may relate to a particular transaction. Bond counsel shall be responsible for drafting the PACE Bond Resolution, consistent with the form of resolution in Exhibit B-2, and for submitting an electronic copy thereof in Word format to

the Manager and/or Public Finance Counsel no later than one week (except as otherwise approved by Public Finance Counsel) prior to the date of the Board meeting at which the related PACE Bond Resolution is to be considered.

After approval of a PACE Bond Resolution authorizing the issuance and sale of PACE Bonds to a particular Capital Provider or its designated transferee(s), a further PACE Bond Resolution is required to authorize issuance of subsequent PACE Bonds, provided that subsequent PACE Bond issuances remain within the parameters set forth in the applicable PACE Bond Resolution (including utilization of bond documents substantially similar to those approved and issuance of PACE Bonds within the time parameters specified in the PACE Bond Resolution). For the avoidance of doubt, Issuance Certificates may authorize multiple series or subseries of PACE Bonds, with respect to issuances secured by multiple PACE Assessment Contracts.

F. VOLUME CAP ALLOCATION PROCEDURES

Certain types of tax-exempt bonds that the Authority may issue are limited to the amount of applicable volume cap allocated to the Authority. Bond counsel and the Borrower shall be responsible for determining if a particular transaction will require volume cap and, if necessary, to request volume cap from the Authority.

1. **State Allocation.** States receive allocations of volume cap based on population. After federal allocation, states dictate the method of distribution. In accordance with the provisions of Section 146 of the Internal Revenue Code of 1986, as amended (the “Code”), the State established volume cap allocation procedures for “qualified private activity bonds” through the enactment of the “Illinois Private Activity Bond Allocation Act”, as codified in 30 ILCS 345/1 *et seq.* In addition, the Governor’s Office of Management and Budget issues guidelines and procedures that define the method of allocating State volume cap to issuers such as the Authority.
2. **Authority Allocation.** The Authority generally receives volume cap allocation in bulk and endeavors to use such volume cap by the end of the calendar year. However, federal law provides for carrying forward unused amounts of volume cap for certain purposes during the subsequent three years. All carryforward volume cap not used within this three-year period expires.

The Authority controls the distribution of its volume cap. Borrowers must secure the amount of requested volume cap, and a request for volume cap should be made simultaneously with the submission of the Private Activity Bond Application to the Authority. Bond counsel and Borrowers should note that all requests for an allocation of volume cap must be submitted by and through the Authority, not the Governor’s Office of Management and Budget. Shortly after closing, the Manager and/or Public Finance Counsel will prepare, in collaboration with bond counsel, a confirmation of issuance letter, addressed to the Governor, which confirms the bond issuance and the allocation and use of volume cap, and will submit the confirmation of issuance letter to the Governor’s Office of Management and Budget. In order to file the confirmation of issuance letter prior to the deadline established the Governor’s Office of Management and Budget, the Manager and/or Public Finance Counsel must receive a copy of the applicable Internal Revenue Service (“IRS”) Form 8038 for the transaction.

G. TEFRA PROCEDURES

Section 147(f) of the Code requires holding a Tax Equity and Fiscal Responsibility Act of 1984 (“TEFRA”) hearing prior to the Authority’s issuance of tax-exempt bonds, except in circumstances where a TEFRA hearing is not required. Generally, the Authority holds TEFRA hearings prior to consideration of a related Bond Resolution (except as otherwise approved by the Public Finance Counsel). Bond counsel shall be responsible for complying with TEFRA requirements, and bond counsel and the Borrower shall be responsible for the content of the TEFRA Hearing Notice. The Authority shall not be responsible for the content of the notices provided by parties other than the Authority.

Exhibit C-1 sets forth the Authority’s required form of TEFRA Hearing Notice for bonds issued by the Authority, and Exhibit C-2 sets forth the Authority’s required form of TEFRA Hearing Notice for “host” approval of bonds being issued by another issuer; however, the Authority retains the right, as it deems necessary, to make changes to a TEFRA Hearing Notice, both in general and as it may relate to a particular transaction. Bond counsel shall be responsible for drafting the TEFRA Hearing Notice, consistent with the form of notice in Exhibit C-1 or Exhibit C-2, as the case may be, and for submitting an electronic copy thereof in Word format to the Manager and/or Public Finance Counsel no later than one week (except as otherwise approved by Public Finance Counsel) prior to the date of any deadline for desired publication. Once the TEFRA Hearing Notice has been submitted to the Manager and/or Public Finance Counsel, Public Finance Counsel will endeavor to promptly review the submitted TEFRA Hearing Notice. If review by Public Finance Counsel finds that the TEFRA Hearing Notice is insufficient regarding material information, the Authority retains the right, as it deems necessary, to not hold the related TEFRA hearing. For example, the TEFRA Hearing Notice may be deemed insufficient if the project description and use of proceeds is not set forth as required in the second paragraph of such forms attached hereto.

As of the date hereof, federal law requires publication of a TEFRA Hearing Notice no later than seven calendar days prior to the date of the TEFRA hearing. Bond counsel shall be responsible for submitting the final TEFRA Hearing Notice for publication in accordance with applicable law (a) on the Authority’s website, or (b) in appropriate newspapers.

1. **Website Publication.** The Authority has established a location for publishing TEFRA Hearing Notices on its website. The Authority shall not indemnify Borrowers or any other parties with respect to the publication of any notices on its website including, without limitation, indemnification for operator errors in posting notices, internet service disruptions, data breaches, or any other software or technological issues that may arise in the course of such publication regardless of the source of such errors or issues. Procedures for website publication are as follows:
 - (a) The Authority considers the submission of the final TEFRA Hearing Notice to be the final request and will use its best efforts to publish the TEFRA Hearing Notice on its website on or prior to the publication deadline.
 - (b) By close of business two business days prior to the date of any deadline for desired publication, the Authority will post the TEFRA Hearing Notice on the Authority’s website. Screenshots of the posted TEFRA Hearing Notice will be sent to bond counsel for approval, in writing. Screenshots from the

Authority's website will include: (i) the homepage evidencing the main link to the TEFRA Hearing Notice, (ii) the webpage "TEFRA Hearing Notices" that provides detailed information of the posted TEFRA Hearing Notice, and (iii) the complete copy of the applicable TEFRA Hearing Notice posted on the Authority's website. Each screenshot will be date/time stamped.

- (c) By close of business one business day prior to the date of any deadline for desired publication, bond counsel shall be responsible for requesting any changes and for providing its sign off, in writing, to the TEFRA Hearing Notice/screenshots. If bond counsel may desire to make any changes to the TEFRA Hearing Notice, the Authority may determine to accommodate such a request. The Borrower should contact the Manager and/or Public Finance Counsel to discuss such a request as soon as possible.
- (d) Once posted, the TEFRA Hearing Notice will be available for viewing on the Authority's website until after the TEFRA hearing has been held.
- (e) After the TEFRA hearing has been held, the Authority will prepare and assemble the TEFRA Hearing Notice Certificate of Publication in substantially the form set forth in Exhibit C-3; however, the Authority retains the right, as it deems necessary, to make changes to a TEFRA Hearing Notice Certificate of Publication, both in general and as it may relate to a particular transaction.
- (f) The Authority will save the screenshots to the Authority's server as a record to demonstrate compliance with publication of the TEFRA Hearing Notice no fewer than seven calendar days prior to the TEFRA hearing. In addition, copies of the TEFRA Hearing Notice Certificate of Publication, including the TEFRA Hearing Notice and evidence of the date and time it is posted (which may be electronic copies), will be delivered to bond counsel for inclusion in the bond transcript.

2. **Newspaper Publication.** The Authority is not responsible for the cost of publishing TEFRA Hearing Notices in newspapers. Bond counsel shall be responsible for determining if any newspaper publications are required and, if so, for timely submitting TEFRA Hearing Notices to appropriate newspapers for publication. To evidence the publication of the TEFRA Hearing Notice for the Authority and the Governor's Office of Management and Budget, bond counsel shall obtain affidavits of publication of the TEFRA Hearing Notice from each newspaper in which the TEFRA Hearing Notice was published, copies of which shall be promptly submitted to the Authority.

Borrowers have no obligation to attend any TEFRA hearing. The Governor acts as the "applicable elected representative" for purposes of the public approval requirement of Section 147(f)(2)(E) of the Code. The Governor's Office of Management and Budget processes requests for approval upon satisfaction of (a) a TEFRA hearing having been held, and (b) approval of a related Bond Resolution. Transaction participants should allow sufficient time for the processing of a request for approval by the Governor's Office of Management and Budget thereafter. As of the date hereof, transaction participants should assume a minimum of three weeks for the delivery of an approval letter by the Governor as required under federal law.

H. DUE DILIGENCE RESPONSIBILITIES

The Authority requires that all transaction participants comply with any and all applicable federal and state securities laws, including, but not limited to, those requiring full and complete disclosure of all material facts to purchasers. It is the responsibility of the transaction participants to determine the appropriate investigations, material facts, and required disclosures to purchasers. The Authority will not assume any responsibility for such investigations or disclosures, and the Authority's issuer's counsel specifically disclaims any responsibility for such disclosures in its opinion.

1. **Public Offering Transaction.** With respect to a public offering transaction (as described herein), the Authority expects that the due diligence responsibilities undertaken will meet the following standards:
 - (a) Underwriter's counsel or disclosure counsel, as the case may be, who must be well experienced in securities law matters, shall be responsible for due diligence investigations and for preparation of the official statement, offering memorandum or similar disclosure document for distribution including, without limitation, filing such disclosure document with the Municipal Securities Rulemaking Board ("MSRB") on its Electronic Municipal Market Access ("EMMA") system.
 - (b) Underwriter's counsel or disclosure counsel, as the case may be, shall deliver an opinion that complies with the usual 10b-5 or "negative assurance" statement on the basis of its participation in the transaction relating to the official statement, offering memorandum or similar disclosure document, and underwriter's counsel or disclosure counsel, as the case may be, may be further required to deliver a related reliance letter, as more particularly described in Section II.N (Opinions of Counsel), in each case without any exceptions considered material by the Authority's issuer's counsel or Public Finance Counsel. The Authority considers financial and statistical information and financial statements as permissible exceptions.
 - (c) Prior to distribution of the official statement, offering memorandum or similar disclosure document, the Authority and its issuer's counsel shall have a meaningful opportunity to review all portions thereof relating to the Authority, and all material comments of the Authority and its issuer's counsel shall be incorporated into the official statement, offering memorandum or similar disclosure document.
 - (d) As a general matter, the Authority will not execute the official statement, offering memorandum or similar disclosure document, or other disclosure documents. Borrowers shall execute all such documentation.
2. **Limited Public Offering Transaction.** With respect to a limited public offering transaction (as described herein), the Authority expects that the due diligence responsibilities undertaken will meet the following standards:
 - (a) Underwriter's counsel or disclosure counsel, as the case may be, who must be well experienced in securities law matters, shall be responsible for due

diligence investigations and for preparation of the limited offering memorandum or similar disclosure document for distribution including, without limitation, filing such disclosure document with the MSRB on its EMMA system or filing such disclosure document with a secure password protected website administered by the Borrower to disseminate financial information when filing certain information with the MSRB on its EMMA system.

- (b) Underwriter's counsel or disclosure counsel, as the case may be, shall deliver an opinion in that complies with the usual 10b-5 or "negative assurance" statement on the basis of its participation in the transaction relating to the limited offering memorandum or similar disclosure document, and underwriter's counsel or disclosure counsel, as the case may be, may be further required to deliver a related reliance letter, as more particularly described in Section II.N (Opinions of Counsel), in each case without any exceptions considered material by the Authority's issuer's counsel or Public Finance Counsel. The Authority considers financial and statistical information and financial statements as permissible exceptions.
- (c) Prior to distribution of the limited offering memorandum or similar disclosure document, the Authority and its issuer's counsel shall have a meaningful opportunity to review all portions thereof relating to the Authority, and all material comments of the Authority and its issuer's counsel shall be incorporated into the limited offering memorandum or similar disclosure document.
- (d) As a general matter, the Authority will not execute the limited offering memorandum or similar disclosure document, or other disclosure documents. Borrowers shall execute all such documentation.
- (e) The Authority requires the delivery of an Investor Letter by the initial purchaser(s). Under certain limited circumstances, the Authority may determine to accommodate a bondholder representative letter for the bonds covering substantially the matters otherwise set forth in the Investor Letter; provided, however, that this matter must be discussed with and approved by Public Finance Counsel prior to the date of the Board meeting at which the related Bond Resolution is to be considered.

3. **Private Placement Transaction.** With respect to a private placement transaction (as described herein), the Authority expects that the due diligence responsibilities undertaken will meet the following standards:

- (a) Placement agent's counsel, who must be well experienced in securities law matters, shall be responsible for due diligence investigations and for preparation of the information statement, private placement memorandum or similar document for distribution.
- (b) Prior to distribution of the information statement, private placement memorandum or similar document, the Authority and its issuer's counsel shall have a meaningful opportunity to review all portions thereof relating

to the Authority, and all material comments of the Authority and its issuer's counsel shall be incorporated into the information statement, private placement memorandum or similar document.

- (c) As a general matter, the Authority will not execute the information statement, private placement memorandum or similar document. Moreover, the Authority expects that all major transaction documents in their entirety will be appended to the information statement, private placement memorandum or similar document.
- (d) The Authority requires the delivery of an Investor Letter by the initial purchaser(s), and potentially by subsequent purchaser(s) or transferee(s). Under certain limited circumstances, the Authority may determine to accommodate a bondholder representative letter for the bonds covering substantially the matters otherwise set forth in the Investor Letter; provided, however, that this matter must be discussed with and approved by Public Finance Counsel prior to the date of the Board meeting at which the related Bond Resolution is to be considered.

4. **Direct Purchase Transaction.** With respect to a direct purchase transaction (as described herein) (including those for PACE Bonds), the Authority requires the delivery of an Investor Letter by the initial purchaser(s) and subsequent purchaser(s) or transferee(s) to meet the Authority's expectations of the due diligence responsibilities undertaken.

Except with respect to PACE Bonds, Exhibit D sets forth the Authority's required form of Investor Letter; however, the Authority retains the right, as it deems necessary, to make changes to an Investor Letter, both in general and as it may relate to a particular transaction. The Authority expects this form to be used, unless the particulars of a limited public offering transaction, private placement transaction or direct purchase transaction necessitate changes to be made. If changes are deemed necessary, the Borrower should contact the Manager and/or Public Finance Counsel to discuss the matter as soon as possible, preferably at the time the Borrower submits its Private Activity Bond Application to the Authority.

I. INDEMNIFICATION OF THE AUTHORITY

The Act grants broad powers to the Authority to accomplish the objectives of the Act. The Act expressly permits the Authority to issue bonds in accordance with its corporate purposes. In order to foster the Authority's statutory role and to enable the Authority to provide Borrowers and Record Owners with discretion relative to their transactions, all issues shall provide for indemnification of the Authority. For the standard indemnification provisions that the Authority expects, see Section III.B (Loan Agreement) and III.D (Bond Purchase or Placement Agreement) of this Handbook.

Compliance with the indemnification requirements of the Authority is essential to securing approval of a transaction. The Authority will not participate in a transaction if its indemnification requirements are not met. As stated in Section H above, the Authority does not take any responsibility for due diligence investigations or disclosure and the Authority's issuer's counsel will specifically disclaim any responsibility for such disclosure in its opinion. (See Section III.D (Bond Purchase or Placement Agreement), or the form Master Indenture and Issuance Certificate

on file with the Authority and available upon request of a Capital Provider.) The existence of credit enhancement does not eliminate the obligation to indemnify the Authority. Credit enhancement does not release the underwriter, placement agent, remarketing agent or comparable entity of the obligation to abide by covenants in the bond documents.

A clear statement of the Authority's indemnification must appear in all relevant bond documents (loan agreement, master financing agreement, bond purchase agreement, Master Indenture and/or Issuance Certificate, etc.). In addition, the official statement, offering memorandum and other disclosure documents must clearly state that the Authority has only reviewed or approved particular information relating to the Authority under specific headings. Furthermore, the bond purchase agreement must articulate the Authority's non-participation in the preparation of the offering document, except for the information relating to the Authority under specific headings. (See Section III.F (Official Statement) for additional information.)

J. MARKET ACCESS AND DISCLOSURE COMPLIANCE

1. **Public Offering Transaction.** A transaction constitutes a public offering transaction when (a) the bonds are issued by the Authority and offered by one or more underwriters to institutional and/or retail purchasers, and (b) a disclosure document in the form of an official statement, offering memorandum or similar form relating to the issuance and sale of the bonds is prepared and distributed. In the Bond Resolution for a public offering transaction, the Authority will, upon request, authorize or ratify the distribution of the disclosure document. In the Certificate of the Authority, however, the Authority will only certify to those portions of the disclosure document describing the Authority and material litigation pending or threatened against the Authority, if any.
2. **Limited Public Offering Transaction.** A transaction constitutes a limited public offering transaction when (a) the bonds are issued by the Authority and offered by one or more underwriters to a limited number of purchasers, each of which is an institutional "accredited investor" within the meaning of Regulation D, Section 501 through 506 of the 1933 Act (except as otherwise approved by Public Finance Counsel) or a "qualified institutional buyer" within the meaning of Rule 144A promulgated under the 1933 Act, (b) a disclosure document in the form of a limited offering memorandum or similar form relating to the issuance and sale of the bonds is prepared and distributed, and (c) an Investor Letter is delivered. In the Bond Resolution for a limited public offering transaction, the Authority will, upon request, authorize or ratify the distribution of the disclosure document. In the Certificate of the Authority, however, the Authority will only certify to those portions of the disclosure document describing the Authority and material litigation pending or threatened against the Authority, if any.
3. **Private Placement Transaction.** A transaction constitutes a private placement transaction when (a) the bonds are issued by the Authority and offered by a placement agent on a private placement basis to one or more purchasers, each of which is an institutional "accredited investor" within the meaning of Regulation D, Section 501 through 506 of the 1933 Act (except as otherwise approved by Public Finance Counsel) or a "qualified institutional buyer" within the meaning of Rule 144A promulgated under the 1933 Act, (b) an information statement, private

placement memorandum or similar document relating to the issuance and placement of the bonds is prepared and distributed, and (c) an Investor Letter is delivered. In the Bond Resolution for a private placement transaction, the Authority will, upon request, authorize or ratify the distribution of the information statement, private placement memorandum or similar document. In the Certificate of the Authority, however, the Authority will only certify to those portions of the information statement, private placement memorandum or similar document describing the Authority and material litigation pending or threatened against the Authority, if any.

4. **Direct Purchase Transaction.** A transaction constitutes a direct purchase transaction when (a) the bonds are issued by the Authority and purchased directly by one or more purchasers, each of which is an institutional “accredited investor” within the meaning of Regulation D, Section 501 through 506 of the 1933 Act (except as otherwise approved by Public Finance Counsel) or a “qualified institutional buyer” within the meaning of Rule 144A promulgated under the 1933 Act, and (b) an Investor Letter is delivered. The Authority and its issuer’s counsel assume that each purchaser in a direct purchase transaction will insist on receiving from the other parties to the transaction the information that the purchaser deems necessary to finalize its investment decision.
5. **Secondary Market.** The Authority typically does not provide secondary market disclosure except as otherwise set forth in a memorandum of agreement between the Authority and the IEPA in connection with the IEPA Water Pollution Control Loan Program and Public Water Supply Loan Program. If applicable, the Authority expects Borrowers and/or other transaction participants as required by law (or as required by Public Finance Counsel from time to time) to provide secondary market disclosure of financial information, operational data and other material information. If applicable given the particulars of a public offering transaction or limited public offering transaction, the disclosure document must contain language stating that the Authority does not provide secondary market disclosure, either at closing or on an ongoing basis. Similarly, if applicable given the particulars of a private placement transaction, the information statement, private placement memorandum or similar document must contain language stating that the Authority does not provide secondary market disclosure, either at closing or on an ongoing basis.

K. BLUE SKY LAWS

The underwriter shall be responsible for complying with Blue Sky Laws, if applicable, and the Authority and its issuer’s counsel disclaim any such responsibility.

L. BOND DENOMINATIONS

1. **Investment Grade Bonds.** Bonds constitute investment grade bonds upon satisfaction of the bonds being assigned (or being affirmed of) an investment grade rating by Moody’s Investors Service Inc., S&P Global Ratings, Fitch Ratings, Kroll Bond Rating Agency, Inc. or another rating agency acceptable to Public Finance Counsel. The Authority will issue, or will authorize the conversion of, investment grade bonds in denominations of at least \$5,000 and any integral multiple of \$5,000 in excess thereof for public offering transactions. Transaction participants should

contact the Manager and/or the Public Finance Counsel to discuss the appropriate denominations of investment grade bonds for limited public offering transactions, private placement transactions and direct purchase transactions as soon as possible, preferably at the time the Borrower submits its Private Activity Bond Application to the Authority.

2. **Nonrated Bonds and Bonds Rated Below Investment Grade.** Nonrated bonds and bonds rated below investment grade may have a higher interest rate than other investments. These potentially high yield investments generally require a greater level of investor sophistication and securities expertise. The Authority will issue, or will authorize the conversion of, nonrated bonds and bonds related below investment grade in denominations of at least \$100,000 and any integral multiple of \$5,000 in excess thereof (except as otherwise approved by Public Finance Counsel) for limited public offering transactions. The Authority will issue, or will authorize the conversion of, nonrated bonds and bonds related below investment grade in dominations of at least \$250,000 and any integral multiple of \$5,000 in excess thereof (except as otherwise approved by Public Finance Counsel) for private placement transactions and direct purchase transactions (or in the case of nonrated PACE Bonds and PACE Bonds rated below investment grade, in denominations of at least \$100,000 and any integral multiple of \$1,000 in excess thereof).

M. CLOSING PROCEDURES

To the best of its knowledge, bond counsel should inform the Manager and/or Public Finance Counsel of the anticipated closing date of a transaction prior to the date of the Board meeting at which the related resolution is to be considered.

1. **Signature Pages.** The Manager and/or Public Finance Counsel will provide bond counsel with the executed signature pages of the Authority for a transaction. Bond counsel shall be responsible for making available complete copies of all final bond documents for submitting electronic copies of signature pages thereof in Word or PDF format to the Manager and/or Public Finance Counsel no later than one week (except as otherwise approved by Public Finance Counsel) prior to the date of the pre-closing of a transaction. Bonds will be executed on behalf of the Authority with the manual or facsimile signature of its Chairperson, Vice Chairperson, Executive Director, Treasurer, General Counsel or any person duly appointed by the Members to serve in such offices on an interim basis, or by any Authority employee duly authorized by the Members or the Authority's Executive Director (each an "Authorized Officer") and will have impressed or imprinted thereon the official seal of the Authority or a facsimile thereof and will be attested to by the manual or facsimile signature of its Executive Director, Treasurer, General Counsel, Secretary or Assistant Secretary or by an Authorized Officer. Facsimile signature certificates may be on file with the Illinois Secretary of State under the Uniform Facsimile Signature of Public Officials Act, if needed. All closing papers should be prepared for execution by the Treasurer or an Authorized Officer, with attestation, as needed, by either the Secretary, any Assistant Secretary, or an Authorized Officer. Documents should provide for the impressing or imprinting thereon of the official seal of the Authority or a facsimile thereof only if required.

2. **Exhibits to Certificate of the Authority.** The Manager and/or Public Finance Counsel will provide bond counsel with the exhibits called for in the Certificate of the Authority. Exhibit E-1 sets forth the Authority's required form of Certificate of the Authority for non-PACE Bonds, and Exhibit E-2 sets forth the Authority's required form of Certificate of the Authority for PACE Bonds; however, the Authority retains the right, as it deems necessary, to make changes to a Certificate of the Authority, both in general and as it may relate to a particular transaction. The Authority expects this form to be used, unless the particulars of a transaction necessitate changes to be made. If changes are deemed necessary, bond counsel should contact the Manager and/or Public Finance Counsel to discuss the matter prior to the submission of signature pages.
3. **Execution Documents.** As a condition of closing, bond counsel shall be responsible for submitting to the Authority the following fully executed documents (in electronic form) after the bond closing if the bond transcript of all closing documents is not yet available:
 - (a) the final official statement (or similar disclosure document), if applicable;
 - (b) the loan (or financing) agreement or the bond and loan agreement, the indenture, and the tax agreement (or in the case of PACE Bonds, the applicable Master Indenture, Issuance Certificate, Assessment Contract(s) and Assignment of Assessment Contract(s)); and
 - (c) if requested by the Manager and/or Public Finance Counsel, the Cost of Issuance Survey. Exhibit I sets forth the Authority's required form of Cost of Issuance Survey; however, the Authority retains the right, as it deems necessary, to make changes to a Cost of Issuance Survey, both in general and as it may relate to a particular transaction.

N. OPINIONS OF COUNSEL

All opinions of counsel must be addressed to the Authority (except as otherwise approved by Public Finance Counsel); provided, however, that specific to underwriter's counsel or disclosure counsel, as the case may be, in a public offering transaction or limited public offering transaction is the exception that a reliance letter may be addressed to the Authority in lieu of addressing the opinion of underwriter's counsel or disclosure counsel, as the case may be, to the Authority. The Authority's issuer's counsel opinion addresses various parties to the transaction. Because the scope and content of the issuer's counsel opinion may vary due to the particulars of a transaction, transaction participants should contact the Authority's issuer's counsel to negotiate the coverage of the particular opinion. A list of matters typically addressed in an opinion of the Authority's issuer's counsel is set forth as Exhibit F. Please note, because the Authority seeks the most cost-efficient price for services, the Authority does not anticipate that its issuer's counsel will undertake the kind of diligence necessary to render an enforceability opinion of documents drafted by any other parties to the transaction (i.e., trust indenture, bond purchase agreement, loan agreement, etc.). Instead, the Authority expects that third parties will rely on the opinion of bond counsel for enforceability of the bonds and such documents.

The Authority's issuer's counsel shall be responsible for submitting an Assurance Letter to the Manager and/or Public Finance Counsel, evidencing its determination that the final bond and

underwriting documents have been prepared in compliance with the terms, provisions, and policies set forth in this Handbook (except as otherwise approved by Public Finance Counsel). Exhibit G-1 sets forth the required form of Assurance Letter for non-PACE Bonds, and Exhibit G-2 sets for the required form of Assurance Letter for PACE Bonds; however, the Authority retains the right, as it deems necessary, to make changes to an Assurance Letter, both in general and as it may relate to a particular transaction. Issuer's counsel shall be responsible for submitting the Assurance Letter for non-PACE Bonds to the Authority no later than the date of pre-closing (except as otherwise approved by Public Finance Counsel) of the transaction, and issuer's counsel shall be responsible for submitting the Assurance Letter for PACE Bonds to the Authority at the time the PACE Bonds are issued (except as otherwise approved by the Public Finance Counsel).

O. IRS FORM 8038

At the time of the issuance of the bonds, the Authority must comply with certain information filing requirements under Section 149(e) of the Code. In most cases, the Authority is required to timely file IRS Form 8038 to satisfy such requirements. Bond counsel shall be responsible for preparing for execution by the Authority the applicable IRS Form 8038 required in connection with a particular transaction. Bond counsel should contact the Manager and/or Public Finance Counsel to have IRS Form 8038 executed by the Treasurer (or other officer of the Authority so authorized). After execution of IRS Form 8038, the Manager and/or Public Finance Counsel will return it to bond counsel, who shall be responsible for filing it with the IRS, on behalf of the Authority, within the applicable time period.

In addition to the obligation to timely file IRS Form 8038, the Code contemplates certain written procedures to monitor the requirements of Section 148 of the Code relating to arbitrage, yield restriction and rebate, and written procedures to ensure that all "non-qualified bonds" of a series of tax-exempt bonds are remediated in accordance with the requirements of the Code and related regulations. Such written procedures shall be contained in all tax exemption agreements delivered in connection with transactions in which tax-exempt bonds are being issued. (See Section III.E (Tax Exemption Matters / Arbitrage Matters) for additional information.)

P. BOND TRANSCRIPTS

Bond counsel shall be responsible for submitting to the Authority at least one CD-ROM disk containing all closing documents within a reasonable period of time after the bonds have been issued in a transaction. The Authority requires that the cover of the CD-ROM contain the following information (1) the name and series designation of the bond issue, (2) the amount of the bond issue, and (3) the issue date of the bonds. The cost of the Authority's bond transcript is the sole responsibility of the Borrower (or in the case of PACE Bonds, the Capital Provider).

SECTION III
STANDARD DOCUMENT PROVISIONS

A. GENERAL

In order to establish consistency among its various issuances and to maximize the level of flexibility and discretion that it can provide its Borrowers in structuring their transactions, the Authority requires the inclusion of the standard provisions of this Section in all of its bond documents, unless expressly waived by the Authority in accordance with this Section.

1. **General Application of Standard Provisions.** Except as provided in subparagraphs 3 and 4 of this Section, all Authority transactions must include the

delivery of transaction documents containing the required provisions of this Section and this Handbook.

2. **Application to Direct Purchase Transactions.** The Authority recognizes that certain direct purchase transactions may be facilitated through bond documentation other than the traditional loan agreement and bond indenture. In such cases, the Authority will consider the use of a bond and loan agreement (or master financing agreement or similar document) among the Borrower, the Authority and the purchaser that must contain all of the required provisions of this Handbook. Further, in the event that no trustee is designated in a direct purchase transaction, or the purchaser in a direct purchase transaction is not making the required reporting to the Authority, as more particularly described in subparagraph 14 of Section III.C (Indenture), the Authority may determine to accommodate the Borrower using a bank or trust company to serve as filing agent for such purpose as long as the selection meets the conditions set forth in Section IV (Trustee Qualifications). The filing agent agreement shall be between the Borrower and the filing agent (i.e., the Authority shall not be a party to the filing agent agreement) and shall include a Borrower indemnification of the Authority for failure of the Borrower to comply with its obligations under the filing agent agreement to notify the filing agent of payment of bond interest and/or principal, and the filing agent agreement shall include the Authority as a third-party beneficiary of such Borrower indemnification. A form of filing agent agreement is on file with the Authority, which is available upon request.
3. **Application to Borrowers with Existing Authority Documentation.** The Authority recognizes that certain Borrowers have entered into master trust indentures and other bond documents prior to the release of this revised Handbook, and in some cases, under predecessor agencies of the Authority. In such cases, the Authority will consider the applicability of such existing documentation and material provisions, if the Borrower provides written evidence in a form acceptable to Public Finance Counsel that such alternative provisions in no way adversely impact the rights that the Authority would have otherwise had under the standard document provisions. It is within the sole discretion of Public Finance Counsel to grant such a waiver of the applicability of the standard document provisions.
4. **Application to PACE Bonds.** The Authority maintains several form documents for transactions in which PACE Bonds are being issued, which are available upon request. These documents include a form Ordinance and related Program Report for Governmental Units as required under the PACE Act, a form PACE Assessment Contract as required under the PACE Act, a form Assignment Agreement to assign a PACE Assessment Contract to the Authority, a form Notice and Consent of Mortgage Holder to Proposed Contractual Assessment as required under the PACE Act, and a form of Master Indenture and Issuance Certificate for all PACE Bonds to be issued by the Authority. A form of Master Warehouse Agreement is available upon request for interim financing. Capital Providers should expect to utilize these form bond documents for the issuance of PACE Bonds by the Authority. Therefore, Section III.B (Loan Agreement), Section III.C (Indenture), Section III.D (Bond Purchase or Placement Agreement), Section III.E (Tax Exemption Matters /

Arbitrage Matters) and Section III.F (Official Statement) may generally be disregarded for purposes of PACE Bonds.

5. **Exception Request Process.** Any transaction participant seeking an exception to the standard document provisions of this Section in a particular transaction must seek approval from Public Finance Counsel prior to the date of the Board meeting at which the related resolution is to be considered, provided that, if the facts giving rise to the need for an exception arise after approval of such resolution, an exception must be sought as soon as possible thereafter. It is within the sole discretion of Public Finance Counsel to grant exceptions in connection with the applicability of the standard document provisions of this Section.
6. **Selection of Service Providers.** Other than the Authority's issuer's counsel, if any, the selection of service providers (such as underwriter or placement agent, trustee, bond counsel, etc.) shall not be done by the Authority (except as otherwise set forth in a memorandum of agreement between the Authority and the IEPA in connection with the IEPA Water Pollution Control Loan Program and Public Water Supply Loan Program). To that end, a provision in the form as set forth in subparagraph 3(o) of Section III.D (Bond Purchase or Placement Agreement) will be required in the Bond Purchase Agreement, Bond Placement Agreement, or other document to the extent applicable in a direct purchase transaction (or in the case of PACE Bonds, the Issuance Certificate).

B. LOAN AGREEMENT

1. **No Recourse.** The obligations of the Authority are special, limited obligations of the Authority, payable solely out of the revenues and income derived under the Indenture. The obligations of the Authority shall not be deemed to constitute indebtedness or an obligation of the State of Illinois or any political subdivision thereof within the purview of any constitutional limitation or statutory provision, or a charge against the credit or general taxing powers, if any, of any of them. The Authority does not have the power to levy taxes for any purposes whatsoever. Neither the Authority nor any member, director, officer, employee or agent of the Authority nor any person executing the Bonds shall be liable personally for the Bonds or be subject to any personal liability or accountability by reason of the issuance of the Bonds. No recourse shall be had for the payment of the principal of, premium, if any, and interest on any of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement contained in the Indenture, this Loan Agreement or the Bond Purchase Agreement against any past, present or future member, officer, agent or employee of the Authority, or any incorporator, member, officer, employee, director or trustee of any successor corporation, as such, either directly or through the Authority or any successor corporation, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such incorporator, member, officer, employee, director, agent or trustee as such is hereby expressly waived and released as a condition of and consideration for the execution of the Indenture and, this Loan Agreement and the issuance of the Bonds.
2. **Indemnification.**

- (a) The Borrower will pay, and will protect, indemnify and save the Authority and Trustee and its respective past, present and future members, officers, directors, employees, agents, successor, assigns and any other person, if any, who “controls” the Authority or Trustee, as the case may be, as that term is defined in Section 15 of the Securities Act of 1933, as amended (the Authority, the Trustee and the other listed persons, collectively referred to as, the “Indemnified Persons”) harmless from and against any and all liabilities, losses, damages, taxes, penalties, costs and expenses (including attorneys’ fees and expenses of the Authority and Trustee), causes of action, suits, proceedings, claims, demands, tax reviews, investigations and judgments of whatsoever kind and nature (including, but not limited to, those arising or resulting from any injury to or death of any person or damage to property) arising from or in any manner directly or indirectly growing out of or connected with the following:
- (i) the use, financing, non-use, condition or occupancy of the Project [**“Project” should be broadly defined**], any repairs, construction, alterations, renovation, relocation, remodeling and equipping thereof or thereto or the condition of any such Project including adjoining sidewalks, streets or alleys and any equipment or facilities at any time located on or connected with such Project or used in connection therewith but which are not the result of the gross negligence of the Authority or Trustee;
 - (ii) a violation of any agreement, warranty, covenant or condition of this Loan Agreement or any other agreement executed in connection with this Loan Agreement;
 - (iii) a violation of any contract, agreement or restriction by the Borrower relating to its Project;
 - (iv) a violation of any law, ordinance, rule, regulation or court order affecting the Project or the ownership, occupancy or use thereof or the Bonds or use of the proceeds thereof;
 - (v) a violation of any law, ordinance, rule, regulation or court order relating to the sale or transfer of the Bonds or the use of any official statement (or other disclosure document) related thereto;
 - (vi) any statement or information concerning the Borrower, any of its officers and members, its operations or financial condition generally or the Project, contained in any official statement or supplement or amendment thereto furnished to the Authority or the purchaser of any Bonds, that is untrue or incorrect in any material respect, and any omission from such official statement or any statement or information which should be contained therein for the purpose for which the same is to be used or which is necessary to make the statements therein concerning the Borrower, any of its officers and members and the Project not misleading in any material respect,

provided that such official statement or supplement or amendment has been approved by the Borrower; and

- (vii) the acceptance or administration of the Indenture, including without limitation the enforcement of any remedies under the Indenture and related documents, provided that the Trustee shall not be entitled to any indemnity related to liabilities described in this clause (vii) caused solely by the negligence or bad faith of the Trustee.
- (b) In case any claim shall be made or any action shall be brought against one or more of the Indemnified Persons in respect of which indemnity can be sought against the Borrower pursuant to any of the preceding clauses in paragraph (a) above, the Indemnified Party seeking indemnity shall promptly notify the Borrower, in writing, and the Borrower shall promptly assume the defense thereof, including the employment of counsel chosen by the Borrower and approved by the Authority or Trustee, or both (provided, that such approval by the Authority or Trustee shall not be unreasonably withheld), the payment of all expenses and the right to negotiate and consent to settlement. If any Indemnified Person is advised in a written opinion of counsel that there may be legal defenses available to such Indemnified Person which are adverse to or in conflict with those available to the Borrower, or that the defense of such Indemnified Person should be handled by separate counsel, the Borrower shall not have the right to assume the defense of such Indemnified Person, but the Borrower shall be responsible for the reasonable fees and expenses of counsel retained by such Indemnified Person in assuming its own defense, and provided also that, if the Borrower shall have failed to assume the defense of such action or to retain counsel reasonably satisfactory to the Authority or Trustee within a reasonable time after notice of the commencement of such action, the reasonable fees and expenses of counsel retained by the Indemnified Person shall be paid by the Borrower. Notwithstanding the foregoing, any one or more of the Indemnified Persons shall have the right to employ separate counsel with respect to any such claim or in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be paid by such Indemnified Person unless the employment of such counsel has been specifically authorized by the Borrower or unless the provisions of the immediately preceding sentence are applicable. The Borrower shall not be liable for any settlement of any such action affected without the consent of the Borrower, but if settled with the consent of the Borrower or if there be a final judgment for the plaintiff in any such action with or without consent, the Borrower agrees to indemnify and hold harmless the Indemnified Person from and against any loss, liability or expense by reason of such settlement or judgment.
- (c) The Borrower shall also indemnify the Authority, Trustee and such Indemnified Persons for all reasonable costs and expenses, including reasonable counsel fees, incurred in: (i) enforcing any obligation of the Borrower under this Loan Agreement or any related agreement, (ii) taking

any action requested by the Borrower, (iii) taking any action required by this Loan Agreement or any related agreement, or (iv) taking any action considered necessary by the Authority and which is authorized by this Loan Agreement or any related agreement. If the Authority is to take any action under this Loan Agreement or any other instrument executed in connection herewith for the benefit of the Borrower, it will do so if and only if (i) the Authority is a necessary party to any such action or proceeding, and (ii) the Authority has received specific written direction from the Borrower, as required hereunder or under any other instrument executed in connection herewith, as to the action to be taken by the Authority.

- (d) All amounts payable to the Authority under this Section _ shall be deemed to be fees and expenses payable to the Authority for the purposes of the provisions hereof and of the Indenture dealing with assignment of the Authority's rights hereunder. The Authority and its members, officers, agents, employees and their successors and assigns shall not be liable to the Borrower for any reason.
- (e) Any provision of this Loan Agreement or any other instrument or document executed and delivered in connection therewith to the contrary notwithstanding, the Authority retains the right to (i) enforce any applicable federal or State law or regulation or resolution of the Authority, and (ii) enforce any rights accorded to the Authority by federal or State law or policy or procedure of the Authority, and nothing in this Loan Agreement shall be construed as an express or implied waiver thereof.

[In all cases, the Authority must be indemnified to its satisfaction. If the Borrower is an entity with no substantial operating history or no material assets other than the Bond Financed Property, the Authority may require (i) the funding at closing of an indemnification escrow or (ii) the restriction of certain funds and accounts for the benefit of the Authority. If the Borrower intends to lease the Bond Financed Property to another entity, the Authority may require (i) such lessee, (ii) a parent or affiliate of the Borrower, or (iii) another entity acceptable to the Authority to indemnify the Authority or to act as a guarantor with respect to the required indemnification by the Borrower.]

[In those instances where the Borrower is administering a secure password protected website to disseminate financial information when filing certain information with the MSRB on its EMMA system, the Authority requires the Borrower to further indemnify the Authority for any issues arising from the use of such secure password protected website.]

- 3. **Representations and Warranties of the Authority.** The Authority represents and warrants that:
 - (a) The Authority is a body politic and corporate validly created and existing under the Act, is authorized to enter into the transactions contemplated by this Loan Agreement and to carry out its obligations hereunder, and has been duly authorized to execute and deliver this Loan Agreement;

- (b) It is the Authority's understanding, based upon certain representations of the Borrower, that the issuance and sale of the Bonds and the lending of the proceeds of the Bonds to the Borrower (which proceeds, along with certain other moneys, will be applied for the benefit of the Borrower) is to provide a portion of the moneys required to **[Insert Uses]**;
- (c) To provide funds to lend to the Borrower for the purposes described in (b) above, the Authority has authorized its Bonds in the aggregate principal amount of \$ _____ **[Insert other Series, if any]** to be issued upon the terms set forth in the Indenture, under the provisions of which the Authority's interest in this Loan Agreement and the payments of principal, premium, if any, interest and other revenues hereunder (other than Unassigned Authority Rights) and under the Note are pledged and assigned to the Trustee as security for the payment of the principal of, premium, if any, and interest on the Bonds. The Authority covenants that it has not, and will not, pledged or assigned its interest in this Loan Agreement, or the revenue and receipts derived pursuant to this Loan Agreement, excepting Unassigned Authority Rights, other than to the Trustee under the Indenture to secure the Bonds.
- (d) To the best of its knowledge, no member of the Authority or officer, agent or employee thereof is, in his or her own name or in the name of a nominee, an officer, director or holder of an ownership interest of more than 7 1/2% in any person, association, trust, corporation, partnership or other entity which is, in its own name or in the name of a nominee, a party to any contract or agreement upon which the member or officer, agent or employee may be called upon to act or vote in connection with the Project.
- (e) To the best of its knowledge, no member of the Authority or officer, agent or employee thereof is, in his or her own name or in the name of a nominee, a holder of any direct or indirect interest (other than a prohibited interest described in paragraph (d) above) in any contract or agreement upon which the member or officer, agent or employee may be called upon to act or vote in connection with the Project, except for direct or indirect interests (other than prohibited interests), (i) which such member, officer, agent or employee has disclosed to the Secretary or Assistant Secretary of the Authority prior to the taking of final action by the Authority with respect to such contract or agreement in the manner required by Section 845-45(b) of the Act, which disclosure has been publicly acknowledged by the Authority and entered upon the minutes of the Authority, and (ii) as to which the member, officer, agent or employee has refrained from taking the actions described in said Section 845-45(b).
- (f) Neither the Authority's execution of this Loan Agreement, its consummation of the transaction contemplated on its part thereby, nor the Authority's fulfillment or compliance with the terms and conditions thereof conflicts with or results in a breach of the terms, conditions and provisions of any material restriction, agreement or instrument to which the Authority

is a party, or by which it or any of its property is bound, or constitutes a default under any of the foregoing.

4. **Representations and Warranties of the Borrower.**

[The Authority is aware, and expects, certain changes and additions to these representations and warranties where necessary to fit the particulars of the Act or the structure of the transaction or when the Bonds to be issued are Small Issue Manufacturing Bonds, Multifamily Housing Bonds, Solid Waste Disposal Facilities Bonds or Water Facilities Bonds.]

The Borrower makes the following representations and warranties as the basis for its covenants herein:

- (a) The Borrower is a _____ duly incorporated under the laws of the State of _____, is in good standing and duly authorized to conduct its business in this State, is duly authorized and has full power under all applicable laws and its articles of incorporation and bylaws to create, issue, enter into, execute and deliver, as the case may be, this Loan Agreement, the Remarketing Agreement, the Tax Exemption Agreement, the Official Statement, the Bond Purchase Agreement and the Note **[Include any other relevant documents]** (collectively, the “Borrower Agreements”).
- (b) The execution and delivery of the Borrower Agreements on the Borrower’s part have been duly authorized by all necessary corporate action, and neither the Borrower’s execution and delivery of the Borrower Agreements, the Borrower’s consummation of the transactions contemplated on its part thereby, nor the Borrower’s fulfillment of or compliance with the terms and conditions thereof, conflicts with or results in a material breach of the articles of incorporation or bylaws of the Borrower or any material agreement or instrument to which the Borrower is now a party or by which it is bound (except for any such breaches for which the Borrower has obtained a waiver or a required consent), or constitutes a material default (or would constitute a material default with due notice or the passage of time or both) under any of the foregoing.
- (c) The Project (i) is comprised of the acquisition, construction, furnishing and equipping of facilities for use by the Borrower as a _____ and the Borrower presently intends to operate the Project for such purpose from the Completion Date to the expiration or earlier termination of this Loan Agreement, and (ii) constitutes a “_____” as defined in the Act. No portion of the Project includes any property used or to be used for sectarian instruction or study or as a place for devotional activities or religious worship or any property which is used or to be used primarily in connection with any part of the program of a school or department of divinity for any religious denomination.
- (d) No litigation, proceedings or investigations are pending or, to the knowledge of the Borrower, threatened against the Borrower seeking to

restrain, enjoin or in any way limit the approval or issuance and delivery of the Borrower Agreements, or which would in any manner challenge or adversely affect the corporate existence or powers of the Borrower to enter into and carry out the transactions described in or contemplated by or the execution, delivery, validity or performance by the Borrower of the Borrower Agreements. In addition, except as described in the Official Statement, no litigation, proceedings or investigations are pending or, to the knowledge of the Borrower, threatened in writing against the Borrower, except litigation, proceedings or investigations involving claims for which the probable ultimate recoveries and the estimated costs and expenses of defense, in the opinion of management of the Borrower (i) will be entirely within the applicable insurance policy limits (subject to applicable deductibles) or are not in excess of the total of the available assets held under applicable self-insurance programs or (ii) will not have a material adverse effect on the operations or condition, financial or otherwise, of the Borrower.

- (e) The Borrower is a Tax-Exempt Organization; the Borrower has received a determination letter from the Internal Revenue Service to the foregoing effect, which letter is still in full force and effect; and the Borrower has not declared and has not been determined to have any “unrelated business taxable income” as defined in Section 512 of the Code, in an amount which could have a material adverse effect on the Borrower’s status as a Tax-Exempt Organization, or which, if such income were subject to federal income taxation, would have a material adverse effect on the condition, financial or otherwise, of the Borrower.
- (f) The (i) consolidated audited financial statements of revenues, expenses and changes in net position of the Borrower for each of the fiscal years ended _____, 20__, 20__ and 20__ and the statement of net position as of _____, 20__, 20__ and 20__, all prepared and certified by _____ independent licensed certified public accountants, all included in the Official Statement, correctly and fairly present the financial condition of the Borrower as of said dates, and the results of the operations of the Borrower for each of such periods, respectively, all in accordance with generally accepted accounting principles consistently applied except as stated in the notes thereto, and there has been no material adverse change in the condition, financial or otherwise, of the Borrower since _____, 20__ from that set forth in the information so utilized except as disclosed in the Official Statement. **[This representation should be modified to cover interim financials, if applicable to the particular transaction.]**
- (g) The information used in the preparation of the financial statements referred to in paragraph (f) above, this Loan Agreement, the Tax Exemption Agreement and any other written statement furnished by the Borrower to the Authority (including the descriptions and information contained in the Official Statement relating to (i) the Borrower and the Project, (ii) the

operations, financials and other affairs of the Borrower, (iii) the application by the Borrower of the proceeds to be received by it from the loan of the proceeds of the sale of the Bonds, and (iv) the participation by the Borrower in the transactions contemplated herein and in the Official Statement, and the material relating to the Borrower under the caption “Bondholders’ Risks”) do not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein or herein not misleading. There is no fact which is not disclosed in the Official Statement or otherwise disclosed by the Borrower to the Authority in writing which materially adversely affects or, so far as the Borrower can now foresee, will materially adversely affect the financial condition of the Borrower, the tax-exempt status of the Borrower, the ability of the Borrower to own and operate the Project or the Borrower’s ability to make payments on the Note and under this Loan Agreement when and as the same become due and payable.

- (h) Compliance by the Borrower with the provisions of the Borrower Agreements will not involve, to the extent applicable, any prohibited transaction within the meaning of the Employee Retirement Income Security Act of 1974, as amended (herein sometimes referred to as “ERISA”), or Section 4975 of the Code. No “employee pension benefit plans”, that are subject to Title IV of ERISA (herein sometimes referred to as “Plans”), maintained by the Borrower, nor any trust created thereunder, have incurred any “accumulated funding deficiency” as defined in Section 302 of ERISA, to the extent applicable and the present value of all benefits vested under all Plans, if any, did not exceed, as of the last annual valuation date, the value of the assets of the Plans allocable to such vested benefits.
- (i) The Borrower has any and all necessary licenses and permits to occupy and operate its existing facilities and has obtained, will obtain or will cause to be obtained all necessary licenses and permits to acquire, occupy and operate the Project including, but not limited to, any Certificate of Need, as they become required. [*For transactions in which bond proceeds are being applied for new, project-related expenses*] [With respect to the construction of the Project with proceeds of the Bonds, the Borrower has complied with and will comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 to 130/12, to the extent required by the Act and other applicable laws.]
- (j) The representations and certifications contained in the Tax Exemption Agreement and the Project Certificate executed by the Borrowers on the Closing Date are true and correct, and are incorporated by reference herein.
- (k) No amounts shall be withdrawn from the Project Fund except to pay or to reimburse the Borrower for any Costs of the Project, or except as otherwise permitted in Section ___.

5. **Recording and Maintenance of Liens.**

- (a) The Borrower will, at its own expense, take all necessary action to maintain and preserve the liens and security interest of the [**Loan Agreement,**

Indenture, and any other relevant documents (collectively, the (“Agreements”))] so long as any principal, premium, if any, or interest on the Bonds remains unpaid.

- (b) The Borrower will, forthwith after the execution and delivery of the Agreements and thereafter from time to time, cause the Agreements, including any amendments thereof and supplements thereto, and any financing statements in respect thereof to be filed, registered and recorded in such manner and in such places as may be required by law in order to publish notice of and fully to perfect and protect (i) the lien and security interest thereof upon and the title of the Borrower to the Project, and (ii) the lien and security interest therein granted to the Trustee or Purchaser, if any, to the rights, if any, of the Authority assigned under the Agreements, and from time to time will perform or cause to be performed any other act as provided by law and will execute or cause to be executed any and all continuation statements and further instruments necessary for such publication, perfection and protection. Except to the extent it is exempt therefrom, the Borrower will pay or cause to be paid all filing, registration and recording fees incident to such filing, registration and recording, and all expenses incident to the preparation, execution and acknowledgment of such instruments of further assurance, and all federal or State fees and other similar fees, duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of the Agreements and such instruments of further assurance.
- (c) The Authority shall have no responsibility for the preparation, filing or recording of any instrument, document or financing statement or for the maintenance of any security interest intended to be perfected thereby. The Authority will execute such instruments provided to it by the Borrower as may be reasonably necessary in connection with such filing or recording.

6. **Payment of Authority Fees.** The Borrower shall pay a one-time issuance fee of _____ to the Authority and the fee of its issuer’s counsel prior to or contemporaneously with the issuance of the Bonds.

7. **No Warranty by Authority.** THE BORROWER RECOGNIZES THAT THE AUTHORITY HAS NOT MADE AN INSPECTION OF THE BOND FINANCED PROPERTY OR OF ANY FIXTURE OR OTHER ITEM CONSTITUTING A PORTION THEREOF, AND THE AUTHORITY MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED OR OTHERWISE, WITH RESPECT TO THE SAME OR THE LOCATION, USE, DESCRIPTION, DESIGN, MERCHANTABILITY, CONDITION, WORKMANSHIP, OR FITNESS, SUITABILITY OR USE FOR ANY PARTICULAR PURPOSE, CONDITION OR DURABILITY THEREOF. THE BORROWER FURTHER RECOGNIZES THAT THE AUTHORITY HAS NO TITLE OR INTEREST TO ANY PART OF THE BOND FINANCED PROPERTY AND THAT THE AUTHORITY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND AS TO THE BORROWER’S TITLE THERETO OR OWNERSHIP THEREOF OR OTHERWISE, IT BEING AGREED THAT ALL RISKS

INCIDENT THERETO ARE TO BE BORNE BY THE BORROWER. IN THE EVENT OF ANY DEFECT OR DEFICIENCY OF ANY NATURE IN THE BOND FINANCED PROPERTY OR ANY FIXTURE OR OTHER ITEM CONSTITUTING A PORTION THEREOF, WHETHER PATENT OR LATENT, THE AUTHORITY SHALL HAVE NO RESPONSIBILITY OR LIABILITY WITH RESPECT THERETO. THE PROVISIONS OF THIS SECTION ___ HAVE BEEN NEGOTIATED AND ARE INTENDED TO BE A COMPLETE EXCLUSION AND NEGATION OF ANY WARRANTIES OR REPRESENTATIONS BY THE AUTHORITY, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROJECT OR ANY FIXTURE OR OTHER ITEM CONSTITUTING A PORTION THEREOF, WHETHER ARISING PURSUANT TO THE UNIFORM COMMERCIAL CODE OF THE STATE OF ILLINOIS OR ANOTHER LAW NOW OR HEREAFTER IN EFFECT OR OTHERWISE.

8. **Assignment and Pledge of Authority's Rights; Obligations of Borrower Unconditional.** As security for the payment of the Bonds, the Authority will assign and pledge to the Trustee all right, title and interest of the Authority in and to this Loan Agreement and the Note, including the right to receive payments hereunder and thereunder (except its Unassigned Rights, including without limitation, the right to receive payment of expenses, fees, indemnification and the rights to make determinations and receive notices if requested as herein provided under Sections _ hereof), and hereby directs the Borrower to make said payments directly to the Trustee. The Borrower herewith assents to such assignment and pledge and will make payments directly to the Trustee without defense or set-off by reason of any dispute between the Borrower and the Authority or Trustee, and hereby agrees that its obligation to make payments hereunder and to perform its other agreements contained herein are absolute and unconditional. Until the principal of and interest on the Bonds shall have been fully paid or provision for the payment of the Bonds made in accordance with the Indenture, the Borrower (a) will not suspend or discontinue any payments provided for in this Loan Agreement, (b) will perform all its other duties and responsibilities called for by this Loan Agreement, and (c) will not terminate this Loan Agreement for any cause including any acts or circumstances that may constitute failure of consideration, destruction of or damage to the Project, commercial frustration of purpose, any change in the laws of the United States or of the State or any political subdivision of either or any failure of the Authority to perform any of its agreements, whether express or implied, or any duty, liability or obligation arising from or connected with this Loan Agreement.
9. **Supplements and Amendments to Loan Agreement; Amendment of Liquidity Facility; Waivers.** Subject to the terms, conditions and provisions of Article _ of the Indenture, the Borrower and the Authority may from time to time enter into supplements and amendments to this Loan Agreement. The Liquidity Facility may from time to time be modified in accordance with Section _____ of the Indenture. An executed copy of any of the foregoing amendments, changes or modification shall be filed with the Trustee. The Trustee may grant such waivers of compliance by the Borrower with provisions of this Loan Agreement as to which the Trustee may deem necessary or desirable to effectuate the purposes or intent hereof and which, in the opinion of the Trustee, do not have a material adverse effect upon the

interests of the Bondholders, provided that the Trustee shall file with the Authority any and all such waivers granted by the Trustee within three (3) business days thereof.

10. **Authority's and Trustee's Right of Access to the Project.** The Borrower agrees that during the term of this Loan Agreement the Authority, Trustee, and their duly authorized agents shall have the right, but shall be under no duty or obligation to exercise this right, during regular business hours, with reasonable notice, to enter upon the premises and examine and inspect the Project, subject to such limitations, restrictions and requirements as the Borrower may reasonably prescribe.
11. **Maintenance and Repair; Insurance.** The Borrower will maintain the Project in a safe and sound operating condition; making from time to time all needed material repairs thereto, and shall maintain reasonable amounts of insurance coverage with respect to the Project and shall pay all costs of such maintenance, repair and insurance. **[This provision is not intended to prohibit self-insurance, provided that it is adequately funded, as determined by the Authority.]**
12. **Annual Certificate.** For each year that the Loan Agreement remains in effect, the Borrower will furnish to the Trustee annually no later than 210 days after the end of the Borrower's fiscal year, a certificate of the Borrower, signed by an Authorized Borrower Representative, stating that (i) the Borrower has made a review of its activities during the preceding fiscal year for the purpose of determining whether or not the Borrower has complied with all federal tax and federal securities law requirements relating to the bond issue and has determined that the Borrower is in compliance with all requirements, (ii) the Borrower's post-issuance compliance policy contains at least: (a) an identification of a responsible officer or officers for bond compliance, (b) procedures for record retention, including a requirement to maintain records for the entire Record Retention Period (generally, four years after the date on which the last bond of the issue is retired), (c) procedures to assure that the arbitrage yield restriction and rebate requirements are met, and (d) procedures to take remedial action, if required, including acknowledgement of the voluntary closing agreement program of the Internal Revenue Service, (iii) the Borrower is in compliance with its post-issuance compliance policy, (iv) the Borrower has made a review of its activities during the preceding fiscal year for the purpose of determining whether or not the Borrower has complied with all of the terms, provisions and conditions of this Loan Agreement, (v) the Borrower has kept, observed, performed and fulfilled each and every covenant, provision and condition of this Loan Agreement on its part to be performed, and (vi) the Borrower is not in default in the performance or observance of any of the covenants, provisions or conditions hereof, or if the Borrower shall be in default, such certificate shall specify all such defaults and the nature thereof. The Authority may request at its sole discretion copies of any such certificate from the Borrower and/or the Trustee.
13. **Compliance with Laws.** The Borrower shall, through the term of this Loan Agreement and at no expense to the Authority, promptly comply or cause compliance with all applicable laws, ordinances, orders, rules, regulations and requirements of duly constituted public authorities which may be applicable to the Bond Financed Property, or to the repair and alteration thereof, or to the use or

manner of use of the Project, including, but not limited to, the Americans with Disabilities Act, Illinois Accessibility Code, all federal, State and local environmental, health and safety laws, rules, regulations and orders applicable to or pertaining to the Bond Financed Property, the Federal Worker Adjustment and Retraining Notification Act, and if applicable, the Illinois Prevailing Wage Act. Borrower acknowledges that it is aware that Illinois statutes, laws, ordinances, including building and zoning codes, etc., may have materially different requirements and utilize different definitions than comparable laws in other states and jurisdictions, and the application of such laws may be impacted by the use of bond proceeds to finance, in whole or in part, the Project. The Borrower has consulted with counsel with respect to the interpretation and application of these statutes, laws, ordinances, etc.

14. Maintenance of Corporate Existence and Qualification.

Any dissolution, liquidation, disposition, consolidation or merger of the Borrower shall be subject to the following conditions:

- (a) no event of default exists under this Loan Agreement, the Indenture or the Borrower Agreements and no event of default thereunder will be caused by the dissolution, liquidation, disposition, consolidation or merger;
- (b) the entity surviving the dissolution, liquidation, disposition, consolidation or merger assumes (or if the surviving entity is the Borrower, affirms) in writing and without condition or qualification the obligations of the Borrower under each of the Borrower Agreements;
- (c) neither the validity nor the enforceability of the Bonds, Indenture or the Borrower Agreements is adversely affected by the dissolution, liquidation, disposition, consolidation or merger;
- (d) the exclusion of the interest on the Bonds from gross income for federal income tax purposes is not adversely affected by the dissolution, liquidation, disposition, consolidation or merger, and the provisions of the Act and the Indenture are complied with concerning the dissolution, liquidation, disposition, consolidation or merger;
- (e) the Project continues to be as described herein;
- (f) any successor to the Borrower shall be qualified to do business in the State and shall continue to be qualified to do business in the State throughout the term hereof; and
- (g) the Trustee has executed a certificate acknowledging receipt and approval of all documents, information and materials required by this Section ____ .

As of the effective date of the dissolution, liquidation, disposition, consolidation or merger, the Borrower (at its cost) shall furnish to the Authority (i) an opinion of Bond Counsel, in form and substance satisfactory to the Authority, as to item (d) above, (ii) an opinion of counsel (of high reputation and expertise as determined by the Authority), in form and substance satisfactory to the Authority, as to the legal, valid and binding nature of items (b) and (c) above, (iii) a certificate of the

Borrower, in form and substance satisfactory to the Authority, as to items (a), (e) and (f), and (iv) a true and complete copy of the instrument of dissolution, liquidation, disposition, consolidation or merger.

[The requirements of this Section may be satisfied by substantively similar provisions contained in a master trust indenture, as determined by the Authority.]

15. **No Remedy Exclusive.** No remedy herein conferred upon or reserved to the Authority or Trustee is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Loan Agreement and the Indenture, now or hereafter existing at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any Event of Default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.
16. **Notice.** Unless otherwise specifically provided herein, any notice, request, complaint, demand, communication or other paper shall be sufficiently given and shall be deemed given when the same is: (i) deposited in the United States mail and sent by first class mail, postage prepaid or (ii) delivered, in each case to the parties at the addresses set forth below or at such other address as a party may designate by notice to the other parties:

If to the Authority:

Illinois Finance Authority
160 North LaSalle Street
Suite S-1000
Chicago, Illinois 60601

Attention: Public Finance Counsel
Email
PublicFinanceCounsel@il-fa.com

with a copy to:

Illinois Finance Authority
160 North LaSalle Street
Suite S-1000
Chicago, Illinois 60601

Attention: Bond Compliance
Email ContinuingDisclosure@il-fa.com

17. **Governing Law.** This Loan Agreement shall be governed exclusively by and construed in accordance with the internal laws of the State of Illinois applicable to contracts to be wholly performed therein.
18. **Term of this Loan Agreement.** This Loan Agreement shall be in full force and effect from the date hereof, and shall continue in effect until the payment in full of all principal of, premium, if any, and interest on the Bonds, or provision for the payment thereof shall have been made pursuant to Article _ of the Indenture; all fees, charges, indemnities and expenses of the Authority, Trustee, Bond Registrar and Remarketing Agent have been fully paid or provision made for such payment (the payment of which fees, charges, indemnities and expenses shall be evidenced by a written certification of the Borrower that it has fully paid or provided for all such fees, charges, indemnities and expenses); and all other amounts due hereunder and under the Note have been duly paid or provision made for such payment. All

representations, certifications and covenants by the Borrower as to the indemnification of various parties and the payment of fees and expenses of the Authority as described in Section _ hereof, and all matters affecting the tax-exempt status of the Bonds shall survive the termination of this Loan Agreement.

19. **Indenture Provisions.** The Indenture provisions concerning the Bonds and other matters therein are an integral part of the terms and conditions of the loan made by the Authority to the Borrower pursuant to this Loan Agreement, and the execution of this Loan Agreement shall constitute conclusive evidence of approval of the Indenture by the Borrower to the extent it relates to the Borrower. Additionally, the Borrower agrees that whenever the Indenture, by its terms, imposes a duty or obligation upon the Borrower, such duty or obligation shall be binding upon the Borrower to the same extent as if the Borrower were an express party to the Indenture, and the Borrower hereby agrees to carry out and perform all of its obligations under the Indenture as fully as if the Borrower were a party to the Indenture.
20. **Borrower Required to Pay Costs in the Event Project Fund Insufficient.** In the event the money in the Project Fund available for payment of the costs of the Project shall not be sufficient to make such payment in full, the Borrower agrees to pay directly, or to deposit moneys in the Project Fund for the payment of, such costs of completing the Project as may be in excess of the moneys available therefor in the Project Fund. THE AUTHORITY DOES NOT MAKE ANY WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, THAT THE MONEYS WHICH WILL BE DEPOSITED INTO THE PROJECT FUND CREATED UNDER THE INDENTURE, AND WHICH UNDER THE PROVISIONS OF THIS LOAN AGREEMENT WILL BE AVAILABLE FOR PAYMENT OF THE COSTS OF THE PROJECT, WILL BE SUFFICIENT TO PAY ALL OF THE COSTS WHICH WILL BE INCURRED IN CONNECTION THEREWITH. The Borrower agrees that if, after exhaustion of the moneys in the Project Fund, the Borrower should pay, or deposit monies in the Project Fund for the payment of, any portion of the costs of the Project pursuant to the provisions of this Section ____, it shall not be entitled to any reimbursement therefor from the Authority, Trustee, Credit Entity or owners of any of the Bonds, nor shall they be entitled to any diminution of the amounts payable under Section ____ hereof.
21. **Default by the Authority - Limited Liability.** Notwithstanding any provision or obligation to the contrary set forth herein, no provision of this Loan Agreement shall be construed so as to give rise to a pecuniary liability of the Authority or to give rise to a charge upon the general credit of the Authority, the liability of the Authority hereunder shall be limited to its interest in the Project, this Loan Agreement, the Note, and all other related documents and collateral and the lien of any judgment shall be restricted thereto. In the performance of the agreements of the Authority herein contained, any obligation it may incur for the payment of money shall not be a debt of the Authority, nor shall the Authority be liable on any obligation so incurred. The Authority does not assume general liability for the repayment of the bonds or for the costs, fees, penalties, taxes, interest, commissions, charges, insurance or any other payments recited herein, and shall be

obligated to pay the same only out of the amounts payable by the Borrower hereunder. The Authority shall not be required to do any act whatsoever or exercise any diligence whatsoever to mitigate the damages to the Borrower if a default shall occur hereunder.

22. **Additional Payments.** The Borrower will also pay the following within 30 days after receipt of an invoice therefor:
- (a) The reasonable fees and expenses of the Authority in connection with and as provided in this Loan Agreement and the Bonds, with such fees and expenses to be paid directly to the Authority or as otherwise directed in writing by the Authority;
 - (b) (i) The fees and expenses of the Trustee and all other fiduciaries and agents serving under the Indenture (including any expenses in connection with any redemption of the Bonds), and (ii) all fees and expenses, including attorneys' fees, of the Trustee for any extraordinary services rendered by it under the Indenture. All such fees and expenses are to be paid directly to the Trustee or other fiduciary or agent for its own account as and when such fees and expenses become due and payable; and
 - (c) All other reasonable fees and expenses incurred in connection with the issuance of the Bonds.
23. **Completion Certificate.** The Corporation will deliver to the Bond Trustee within 90 days after the completion of the Project (or the portion thereof which is being financed with the proceeds of the Bonds) a certificate of the Corporation certifying:
- (a) that the Project (or portion thereof) has been completed;
 - (b) that the Project (or portion thereof) has been completed in accordance with the Plans and Specifications, the Schedule, and the date of completion;
 - (c) if any item was added, deleted or substituted from the Project as described in the Project Certificate Exhibit, the average reasonably expected economic life of the Bond Financed Property recalculated as follows:
 - (i) any item which was not originally listed on the Project Certificate Exhibit but for which a draw was made from the Project Fund shall be included in the Project Certificate Exhibit and the Obligated Group Agent shall specify the reasonably expected economic life to the Users of the additional item, the date on which such additional item was placed in service, and the original cost thereof;
 - (ii) any item which was originally listed on such Project Certificate Exhibit but which the Corporation subsequently deleted from the Project pursuant to an amendment to the Project Documents shall be deleted from such Project Certificate Exhibit; and
 - (iii) all other items shall be assumed to have the economic life and the cost originally assigned to them on the Closing Date as reflected on such Project Certificate Exhibit;

- (d) that the Project or portion thereof (to the extent of the Plans and Specifications and Schedule) has been fully paid for and no claim or claims exist against the Authority or the Users or against such Project out of which a lien based on furnishing labor or material exists or might, with the passage of time or the giving of notice, ripen; *provided, however*, there may be excepted from the foregoing statement any claim or claims out of which a lien exists or might, with the passage of time or the giving of notice, ripen in the event that the applicable User intends to contest such claim or claims, in which event such claim or claims shall be described; *provided* that sufficient funds are on deposit in the Project Fund or are available to the Users through enumerated bank loans, including letters of credit, or state or federal grants (as certified by the Obligated Group Agent) or other funds of the Users for the Project sufficient to make payment of the full amount which might in any event be payable in order to satisfy such claim or claims in which event such claim or claims shall be described.

The Authority may request at its sole discretion a copy of such items from the Borrower and/or the Trustee.

C. INDENTURE

1. **Limited Obligation.** The Bonds, together with all principal and interest thereon and premium, if any, with respect thereto, are special, limited obligations of the Authority secured by the Loan Agreement and the Note **[and any and all other relevant documents/security]** and shall always be payable solely from the revenues and income derived from the Loan Agreement and the Note **[and any and all other relevant documents/security]** (except to the extent paid out of moneys attributable to proceeds of the Bonds, the income from the temporary investment thereof or payments made pursuant to or derived from a mortgage or assignment of leases and rents or credit enhancement device), are and shall always be a valid claim of the owner thereof only against the revenues and income derived from the Loan Agreement and the Note **[and any other instruments assigned to or held by the Trustee or Purchaser]**, which revenues and income shall be used for no other purpose than to pay the principal installments of, premium, if any, and interest on the Bonds, except as may be otherwise expressly authorized in this Indenture or Bond Resolution and in the Loan Agreement.

The Bonds and the obligation to pay principal and interest thereon and any premium with respect thereto do not now and shall never constitute an indebtedness or an obligation of the State of Illinois or any political subdivision thereof, within the purview of any constitutional or statutory limitation or provision, or a charge against the general credit or taxing powers, if any, of any of them, but shall be secured as aforesaid, and shall be payable solely from the revenues and income derived from the Loan Agreement and the Note **[and any other relevant document/security]** (except as stated aforesaid). No owner of the Bonds shall have the right to compel the exercise of the taxing power, if any, of the State of Illinois or any political subdivision thereof to pay any principal installment of, redemption premium, if any, or interest on the Bonds. The Authority does not have the power to levy taxes for any purposes whatsoever.

2. **Execution.** The Bonds shall be executed on behalf of the Authority with the manual or facsimile signature of its Chairperson, Vice Chairperson, Executive Director, Treasurer, or General Counsel or any person duly appointed by the Members of the Authority to serve in such offices on an interim basis, or by any Authority employee duly authorized by the Members and the Authority's Executive Director (each, an "Authorized Officer") and shall have impressed or imprinted thereon the official seal of the Authority or a facsimile thereof and shall be attested by the manual or facsimile signature of its Secretary or any Assistant Secretary. All authorized facsimile signatures shall have the same force and effect as if manually signed. In case any official whose signature or a facsimile of whose signature shall appear on the Bonds shall cease to be such official before the delivery of such Bonds, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such official had remained in office until delivery. The Bonds may be signed on behalf of the Authority by such persons who, at the time of the execution of such Bonds, are duly authorized or hold the appropriate office of the Authority, although on the date of the Bonds such persons were not so authorized or did not hold such offices.
3. **No Recourse.** No recourse shall be had for the payment of the principal of, premium, if any, and interest on any of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement contained in the Indenture or Loan Agreement or Bond Purchase Agreement against any past, present or future member, officer, agent or employee of the Authority, or any incorporator, member, officer, employee, director or trustee of any successor corporation, as such, either directly or through the Authority or any successor corporation, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such incorporator, member, officer, employee, director, agent or trustee as such is hereby expressly waived and released as a condition of and consideration for the execution of this Indenture or the Loan Agreement and the issuance of the Bonds.
4. **Performance of Covenants; Authority.** The Authority covenants that it will faithfully perform on its part at all times any and all covenants, undertakings, stipulations and provisions contained in this Indenture, in any and every Bond executed, authenticated and delivered hereunder and in all of its proceedings pertaining thereto; provided, however, that except for the matters set forth in any documents hereof relating to payment of the Bonds, the Authority shall not be obligated to take any action or execute any instrument pursuant to any provision hereof until it shall have been requested to do so by the Borrower or by the Trustee, or shall have received the instrument to be executed and at the option of the Authority shall have received from the party requesting such action or execution assurance satisfactory to the Authority that the Authority shall be reimbursed for its reasonable expenses, including legal counsel fees, incurred or to be incurred in connection with taking such action or executing such instrument. The Authority covenants that it is duly authorized under the Constitution and the laws of the State, including particularly the Act and the Bond Resolution to issue the Bonds authorized hereby and to execute this Indenture, to grant the security interest herein provided, to assign and pledge the Loan Agreement and the Note (except as

otherwise provided herein) and to assign and pledge the amounts hereby assigned and pledged in the manner and to the extent herein set forth, that all action on its part for the issuance of the Bonds and the execution and delivery of this Indenture has been duly and effectively taken, and that the Bonds in the hands of the owners thereof are and will be valid and enforceable obligations of the Authority according to the terms thereof and hereof. Anything contained in this Indenture to the contrary notwithstanding, it is hereby understood that none of the covenants of the Authority contained in this Indenture are intended to create a general obligation of the Authority.

5. **Recordation and Other Instruments.** In order to perfect the security interest of the Trustee in the Trust Estate and to perfect the security interest in the Note, the Authority, to the extent permitted by law, will execute such security agreements or financing statements, naming the Trustee as assignee and pledgee of the Trust Estate assigned and pledged under this Indenture for the payment of the principal of, premium, if any, and interest on the Bonds and as otherwise provided herein, and the Trustee or Borrower, as the case may be, will cause the same to be duly filed and recorded, as the case may be, in the appropriate State and county offices as required by the provisions of the Uniform Commercial Code or other similar law as adopted in the State, as from time to time amended. To continue the security interest evidenced by such security agreements or financing statements, the Trustee or Borrower, as the case may be, shall file and record or cause to be filed and recorded such necessary continuation statements or supplements thereto and other instruments from time to time as may be required pursuant to the provisions of the said Uniform Commercial Code or other similar law to fully preserve and protect the security interest of the Trustee in the Trust Estate and to perfect the security interest in the Note. The Authority, to the extent permitted by law, at the expense of the Borrower, shall execute and cause to be executed any and all further instruments as shall be reasonably required by the Trustee [or Credit Provider] for such protection and perfection of the interests of the Trustee, the registered owners [or Credit Provider,] and the Trustee, Borrower [or Credit Provider] or its agent, as the case may be, shall file and refile or cause to be filed and refiled such instruments which shall be necessary to preserve and perfect the lien of this Indenture upon the Trust Estate until the principal of, premium, if any, and interest on the Bonds issued hereunder shall have been paid or provision for their payment shall be made as herein provided.
6. **Prohibited Activities.** Subject to the limitations on its liability as stated herein and to the extent permitted by law, the Authority covenants and agrees that it has not knowingly engaged and will not knowingly engage in any activities and that it has not knowingly taken and will not knowingly take any action which might result in any interest on the Bonds becoming includable in the gross income of the owners thereof for purposes of Federal income taxation.
7. **Fees, Charges and Expenses of the Trustee, the Bond Registrar and the Authority.** The Trustee, Bond Registrar and Authority shall be entitled to payment and reimbursement for reasonable fees for their respective services rendered hereunder and all advances, counsel fees and other expenses reasonably made or

incurred by the Trustee, Bond Registrar and Authority in connection with such services and in connection with entering into this Indenture, including any such fees and expenses incurred in connection with action taken hereunder.

8. **Appointment of Successor Trustee, Bond Registrar or Tender Agent by Bondholders or the Authority.** In the event that the Trustee, Bond Registrar or Tender Agent hereunder shall give notice of resignation or be removed, or be dissolved, or shall be in the course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case it shall be taken under the control of any public office or offices, or of a receiver appointed by a court, the Borrower may (to the extent that no “Event of Default” shall have occurred and be continuing under the Loan Agreement), with the prior written consent of the Authority and the Credit Provider, appoint a successor Trustee and shall confirm such appointment in writing delivered personally or sent by first class mail, postage prepaid, to the Authority, retiring Trustee, successor Trustee, Bond Registrar or successor Bond Registrar, Tender Agent or successor Tender Agent, Borrower, Bank and Remarketing Agent.

In the event that Bond Registrar or Tender Agent hereunder shall give notice of resignation or be removed, or be dissolved, or shall be in the course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case it shall be taken under the control of any public office or offices, or of a receiver appointed by a court, to the extent that an “Event of Default” shall have occurred and be continuing under the Loan Agreement, a successor may be appointed by the owners of a majority in aggregate principal amount of Bonds then outstanding, by an instrument or concurrent instruments in writing signed by such owners, or by their duly authorized attorneys in fact, a copy of which shall be delivered personally or sent by first class mail, postage prepaid, to the Authority, retiring Trustee, successor Trustee, Bond Registrar or successor Bond Registrar, Tender Agent or successor Tender Agent, Borrower, Bank and Remarketing Agent.

Pending such appointment by the Borrower or the Bondholders, the Authority may, with the consent of the Borrower (to the extent that no “Event of Default” shall have occurred and be continuing under the Loan Agreement) and the Credit Provider, appoint a temporary successor Trustee, Bond Registrar or Tender Agent by an instrument in writing signed by an authorized officer of the Authority, a copy of which shall be delivered personally or sent by first class mail, postage prepaid, to the retiring Trustee, successor Trustee, Bond Registrar or successor Bond Registrar, Tender Agent or successor Tender Agent, Borrower, Bank and Remarketing Agent. If no permanent successor Trustee shall have been appointed by the Borrower or the [Bondholders] within the six calendar months next succeeding the month during which the Authority appoints such a temporary Trustee, such temporary Trustee shall without further action on the part of the Authority or the [Bondholders] become the permanent successor Trustee.

If the Borrower, the registered owners or the Authority fail to so appoint a successor Trustee (whether permanent or temporary), Bond Registrar or Tender Agent hereunder within forty-five (45) days after the Trustee, Bond Registrar or Tender Agent has given notice of its resignation, has been removed, has been dissolved,

has otherwise become incapable of acting hereunder or has been taken under control by a public officer or receiver, the Trustee, Bond Registrar or Tender Agent shall have the right to petition a court of competent jurisdiction to appoint a successor hereunder. Every such Trustee, Bond Registrar or Tender Agent appointed pursuant to the provisions of this Section _ shall be a trust company or bank organized and in good standing under the laws of Illinois or any state or the District of Columbia and have a combined capital and surplus of not less than \$50,000,000 as set forth in its most recent published annual report of condition, or alternatively, a liability policy having the type of coverage and in an amount acceptable to the Authority and the Borrower. Every Trustee, including any successor Trustee, must have, continuous experience as trustee for bond issues similar to this transaction.[Notwithstanding any of the provisions of this Article _ to the contrary concerning the resignation or removal of the Trustee or the appointment of a successor Trustee, no such resignation, removal or appointment shall be effective until the Bank shall have issued and delivered to the successor Trustee (i) a substitute Letter of Credit in favor of the successor Trustee in substantially the same form as the existing Letter of Credit, or (ii) an amendment to the existing Letter of Credit, evidencing transfer thereof in all respects to the successor Trustee, to the extent permitted by law and by the terms of the Letter of Credit.]

[The Authority may determine to accommodate a request from the Borrower that it retain the right to remove and appoint the Trustee provided there is no default.]

9. **Amendments of Loan Agreement Not Requiring Consent of Bond Owners; Waivers.** Subject to the terms and provisions of Sections _ of this Indenture, the Authority and the Borrower may amend or modify the Loan Agreement, or any provision thereof, or may consent to the amendment or modification thereof, in any manner not inconsistent with the terms and provisions of this Indenture, for any one or more of the following purposes: (a) to cure any ambiguity or formal defect in the Loan Agreement; (b) to grant to or confer upon the Authority or Trustee, for the benefit of the Bond Owners, any additional rights, remedies, powers or authorities that lawfully may be granted to or conferred upon the Authority or the Trustee; (c) to amend or modify the Loan Agreement, or any part thereof, in any manner specifically required or permitted by the terms thereof, including, without limitation, as may be necessary to maintain the exclusion from gross income for purposes of federal income taxation of the interest on the Bonds; (d) to provide that the Bonds may be secured by a Credit Facility or other additional security not otherwise provided for in the Indenture or the Loan Agreement; (e) to modify, amend or supplement the Loan Agreement, or any part thereof, or any supplement thereto, in such manner as the Trustee, Borrower [and Remarketing Agent][*if applicable*] deem necessary in order to comply with any statute, regulation, judicial decision or other law relating to secondary market disclosure requirements with respect to tax-exempt obligations of the type that includes the Bonds; (f) to provide for the appointment of a successor securities depository; (g) to provide for the availability of certificated Bonds; (h) to provide for changes in the components of the Project, to the extent permitted by this Indenture and the Loan Agreement; (i)

to provide for the addition of any interest rate mode, including, without limitation, an auction rate mode, or to provide for the modification or deletion of any interest rate mode so long as no Bonds will be operating in the interest rate mode when it is to be so modified or deleted, or to amend, modify or alter the interest rate setting provisions, tender provision or conversion provisions for any then existing interest rate mode so long as no Bonds will be operating in the interest mode when such provisions are to be so amended, modified or altered; provided that, in each case, there is delivered to the Trustee an opinion of Bond Counsel stating that any such addition, deletion, amendment, modification or alteration will not adversely affect any exclusion from gross income for purposes of federal income taxation of interest on the Bonds; and (j) to make any other change which does not, in the opinion of the Trustee, have a material adverse effect upon the interests of the Bondholders. In addition, subject to the terms and provisions contained in Section ___ hereof, the Trustee, may grant such waivers of compliance by the Borrower with the provisions of the Loan Agreement as to which the Trustee may deem necessary or desirable to effectuate the purposes of the intent of the Loan Agreement and which, in the opinion of the Trustee, do not have a material adverse effect upon the interests of the Bondholders, provided that the Trustee shall file with the Authority any and all such waivers granted by the Trustee within three (3) business days thereof.

10. **Notices.** Unless otherwise specifically provided herein, any notice, request, complaint, demand, communication or other paper shall be sufficiently given and shall be deemed given when the same are: (i) deposited in the United States mail and sent by first class mail, postage prepaid, or (ii) delivered, in each case to the parties at the addresses set forth below or at such other address as a party may designate by notice to the other parties:

If to the Authority:

Illinois Finance Authority
160 North LaSalle Street
Suite S-1000
Chicago, Illinois 60601

Attention: Public Finance Counsel
Email PublicFinanceCounsel@il-fa.com

with a copy to:

Illinois Finance Authority
160 North LaSalle Street
Suite S-1000
Chicago, Illinois 60601

Attention: Bond Compliance
Email ContinuingDisclosure@il-fa.com

11. **Governing Law.** This Indenture shall be governed by and construed in accordance with the laws of the State of Illinois.
12. **Provisions for Payment of Expenses.** The Authority shall not be obligated to execute any documents or take any other action under or pursuant to this Indenture, the Loan Agreement, the Note or any other document in connection with the Bonds unless and until provision for the payment of expenses of the Authority, including legal counsel fees, shall have been made. Provisions for expenses shall be deemed to have been made upon arrangements reasonably satisfactory to the Authority for the provision of expenses being agreed upon by the Authority and the party requesting such execution.

13. **Representations, Warranties and Covenants of the Trustee.** All federal, State and local governmental, public, and regulatory authority approvals, consents, notices, authorizations, registrations, licenses, exemptions, and filings that are required to have been obtained or made by the Trustee with respect to the authorization, execution, delivery, and performance by, or the enforcement against or by, the Trustee of the Indenture have been obtained and are in full force and effect and all conditions of such approvals, consents, notices, authorizations, registrations, licenses, exemptions, and filings have been fully complied with. The Trustee is not (i) required to qualify or obtain any certificate of authority to do business in the State of Illinois or (ii) subject to any filing requirement to make any or pay any fees or taxes required of foreign entities doing business in the State of Illinois, in either case solely as a result of executing, delivering, or performing the Indenture. **[The foregoing provision is applicable to Trustees who do not have an office in or other presence in the State of Illinois.]** The Trustee has a combined capital and surplus of at least \$50,000,000, as set forth in its most recent published annual report of condition, or, alternatively, a liability policy having the type of coverage and in an amount acceptable to the Authority and the Borrower. The Trustee has continuous experience as trustee for bond issues similar to this transaction.

14. **Required Reporting to the Authority.**

- (a) The Trustee shall keep, or cause to be kept, proper books of records and accounts in which complete and accurate entries shall be made of all funds and accounts established by or pursuant to this Indenture, which shall at all reasonable times be subject to the inspection by the Authority, or owners (or a designated representative thereof).
- (b) No later than 30 days after a principal and/or interest payment is made, the Trustee (or other designated paying agent or filing agent) will prepare and file with the Office of Comptroller of the State of Illinois a C-08, Notice of Payment of Bond Interest and/or Principal through the Bond Tracking System (BITS) (<https://bits.illinoiscomptroller.gov>).

[With respect to a direct a purchase transaction, such Required Reporting to the Authority shall be a requirement of the Purchaser except as provided for in subparagraph 2 of Section III.A (General).]

15. **Required Provision on Face of Bond – Limited Obligation.**

THIS BOND AND THE OBLIGATION TO PAY PRINCIPAL OR PREMIUM, IF ANY, WITH RESPECT HERETO, AND INTEREST HEREON ARE SPECIAL, LIMITED OBLIGATIONS OF THE AUTHORITY, SECURED AS PROVIDED HEREIN AND PAYABLE SOLELY OUT OF THE REVENUES AND INCOME DERIVED FROM THE LOAN AGREEMENT AND THE NOTE AND AS OTHERWISE PROVIDED IN THE INDENTURE OR BOND RESOLUTION AND LOAN AGREEMENT. THIS BOND AND THE OBLIGATION TO PAY PRINCIPAL OR PREMIUM, IF ANY, WITH RESPECT HERETO, AND INTEREST HEREON SHALL NOT BE DEEMED TO CONSTITUTE AN

INDEBTEDNESS OR AN OBLIGATION OF THE STATE OF ILLINOIS OR ANY POLITICAL SUBDIVISION THEREOF WITHIN THE PURVIEW OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION OR PROVISION OR A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWERS, IF ANY, OF ANY OF THEM. THE AUTHORITY DOES NOT HAVE THE POWER TO LEVY TAXES FOR ANY PURPOSES WHATSOEVER. NO OWNER OF THIS BOND SHALL HAVE THE RIGHT TO COMPEL ANY EXERCISE OF THE TAXING POWER OF THE STATE OF ILLINOIS OR ANY POLITICAL SUBDIVISION THEREOF TO PAY ANY PRINCIPAL INSTALLMENT OF, PREMIUM, IF ANY, OR INTEREST ON THIS BOND.

D. BOND PURCHASE OR PLACEMENT AGREEMENT

1. Rule 15c2-12.

The Authority and Borrower hereby certify that the Preliminary Official Statement, as of its date, was deemed final by the Authority and the Borrower for purposes of Rule 15c2-12, except for the omission of such information which is dependent upon the final pricing of the Bonds for completion, provided that the Authority makes the representations in this paragraph only with respect to information contained under the captions “THE AUTHORITY” and “LITIGATION - The Authority” in the Preliminary Official Statement and the Official Statement. The Borrower hereby approves the form of and authorizes the Underwriter to prepare, use and distribute the Official Statement in final form in connection with the public offering and sale of the Bonds. The Borrower agrees to execute the Official Statement in such final form as soon as possible at the discretion of the Underwriter. The Borrower agrees to provide to the Underwriter, within seven (7) Business Days of the date hereof, sufficient copies of the Official Statement to enable the Underwriter to comply with the requirements of Rule 15c2-12(b)(4) of the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended, and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board. If, between the date of this Bond Purchase Agreement and the date which is the “end of the underwriting period”, any event shall occur which might or would cause the Official Statement to contain any untrue statement of a material fact or to omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the Borrower shall notify the Underwriter and if, in the opinion of the Underwriter or Authority, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the Borrower will supplement or amend the Official Statement in a form and in a manner approved by the Underwriter and the Authority. If the Official Statement is so supplemented or amended prior to the Closing, such approval by the Underwriter and Authority of a supplement or amendment to the Official Statement shall not preclude the Underwriter from thereafter terminating this Bond Purchase Agreement if, in the reasonable judgment of the Underwriter such amendment or supplement has or will have a material adverse effect on the marketability of the Bonds.

2. **Representations, Warranties and Covenants of the Authority.** The Authority represents and warrants to and covenants with the Purchaser and the Borrower that:
- (a) The Authority is a body politic and corporate of the State of Illinois (the “State”) created and existing under the Illinois Finance Authority Act, as amended from time to time (the “Act”).
 - (b) The Authority is authorized under the laws of the State, including particularly the Act, to (i) issue the Bonds for the purposes for which they are to be issued, as set forth in the Official Statement; (ii) lend the proceeds of the Bonds to the Borrower for the purposes set forth in the Loan Agreement; (iii) enter into this Bond Purchase Agreement, the Indenture, Loan Agreement and Tax Exemption Agreement; and (iv) pledge and assign to the Trustee the payments to be made by the Borrower on the Note and the Authority’s rights under the Loan Agreement (other than the Unassigned Rights) as security for the payment of the principal of and interest on the Bonds.
 - (c) The Authority has full power and authority to consummate the transactions contemplated to be consummated by it in this Bond Purchase Agreement, the Indenture, Loan Agreement, Tax Exemption Agreement and Official Statement, and the Authority has duly authorized and approved the execution and delivery of the same as well as any and all such other agreements and documents as may be required to be executed, delivered or received by the Authority in order to carry out, give effect to and consummate the transactions contemplated herein and in the Official Statement.
 - (d) The Bonds, when issued, delivered and paid for as provided herein and in the Indenture, will have been duly authorized and issued and will constitute valid and binding limited obligations of the Authority enforceable in accordance with their terms and entitled to the benefits and security of the Indenture and Loan Agreement (subject in each instance to applicable bankruptcy, reorganization, insolvency, moratorium or other similar law or laws affecting the enforcement of creditors’ rights generally or relating to a public body such as the Authority, as from time to time in effect, and further subject to the availability of applicable equitable principles). Under no circumstances shall the Bonds and the interest thereon be or become an indebtedness or obligation of the State, within the purview of any constitutional or statutory limitation or provision, or a charge against the credit of, or a pledge of the taxing power of, the State or any political subdivision thereof payable from any sources other than the receipts, revenues and income derived pursuant to the Loan Agreement and related documents. The Bonds shall be limited obligations of the Authority, and no taxes are required to be levied for the payment of the principal of, premium, if any, and interest on the Bonds; such principal of, premium, if any, and interest on the Bonds being payable (except as otherwise provided in the Indenture) solely out of receipts, revenues and income to be received by the Authority as proceeds from the sale of the Bonds or payments or

prepayments to be made on the Note pledged under the Indenture, from receipts, revenues and income payable under the Loan Agreement, from certain receipts, revenues and income on deposit with the Trustee pursuant to the Indenture and from certain income, if any, from the temporary investment of any of the foregoing. The Authority does not have the power to levy taxes for any purpose whatsoever, including, but not limited to payment of principal of, premium, if any, and interest on the Bonds.

- (e) The execution and delivery by the Authority of this Bond Purchase Agreement, the Bonds, Indenture, Loan Agreement, Tax Exemption Agreement and other documents contemplated herein or in the Official Statement to be executed and delivered by the Authority, and compliance by the Authority with their provisions, and the pledge of the Note and the assignment of the Loan Agreement (other than Unassigned Rights) to the Trustee, do not and will not, in any material respect, conflict with or constitute on the part of the Authority a breach of or a default under any existing law, court or administrative regulation, decree, order, agreement, indenture, mortgage or lease by which the Authority is or may be bound; provided, no representation is made with respect to federal or State securities laws, rules or regulations.
- (f) The information relating to the Authority under the headings “THE AUTHORITY” and “LITIGATION - The Authority” contained in the Official Statement as of its date will not, and as of the date of the Closing will not, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein, or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading.
- (g) Except as may be set forth in the Official Statement, there is no action, suit, proceeding, inquiry or investigation at law or in equity or before or by any court, public board or body pending or, to the knowledge of the Authority, threatened against or affecting the Authority (as to which the Authority has received service of process) or, to the actual knowledge of the Authority, threatened against or affecting the Authority (or to the actual knowledge of the Authority, any meritorious basis therefor) wherein an unfavorable decision, ruling or finding (i) would adversely affect the transactions contemplated herein or in the Official Statement, (ii) the validity or enforceability against the Authority of the Bonds, Indenture, Loan Agreement, Tax Exemption Agreement, this Bond Purchase Agreement or any other agreement or instrument to which the Authority is a party and which is used or contemplated for use in the consummation by the Authority of the transactions contemplated herein or in the Official Statement or (iii) question the exclusion of the interest on the Bonds from gross income for federal income tax purposes.
- (h) Neither the corporate existence of the Authority nor the right of the members of the Authority to their offices nor the title of the officers of the Authority to their respective offices are being contested and no grant of

authority or outcome of proceeding of the Authority for the issuance of the Bonds has been repealed, revoked or rescinded.

- (i) The Authority agrees to cooperate reasonably with the Underwriter and its counsel in any endeavor to qualify the Bonds for offering and sale under the securities or “blue sky” laws of such jurisdictions of the United States as the Underwriter may request; provided, however, that the Authority shall not be required with respect to the offer or sale of the Bonds to consent to suit or to consent to service of process in any jurisdiction or take any action which it deems unreasonably burdensome and shall not be deemed to have made any representations with regard to securities or “blue sky” laws of any state or the securities laws of the United States. The Authority consents to the use by the Purchaser of drafts of the Official Statement prior to the availability of the Official Statement in obtaining such qualification, subject to the right of the Authority to withdraw such consent for cause by written notice to the Purchaser. The Authority shall not be obligated to pay any expenses or costs (including legal fees) incurred in connection with such qualification.

[The Authority may determine to accommodate a request to consent to suit or service of process in another jurisdiction, if and only if, doing so is materially necessary to the transaction and the Authority receives the following indemnification: “In addition to the other provisions of this Section ___, the Underwriter agrees to pay, indemnify and hold harmless the Authority and each Indemnified Party from and against all costs, losses, fees, claims, expenses, damages or injuries related to the Authority’s consent to suit or service of process in any jurisdiction on account of the issuance of the Bonds, whether pursuant to the execution of a Form U-2 or otherwise. Such indemnification shall include, without limitation, any legal fees or travel expenses incurred by the Authority or any Indemnified Party necessary to appear before or defend a matter in any court, agency or tribunal in connection with the Bonds.”]

- (j) Any certificate signed by an authorized officer of the Authority and delivered to the Purchaser shall be deemed a representation and warranty by the Authority to the Purchaser as to the statements made therein.

3. **Representation, Warranties and Covenants of the Borrower.**

[The Authority is aware, and expects, certain changes and additions to these representations and warranties where necessary to fit the particulars of the Act and/or the structure of a transaction and when the Bonds to be issued are Small Issue Manufacturing Bonds, Multifamily Housing Bonds, Solid Waste Disposal Facilities Bonds or Water Facilities Bonds.]

In order (i) to induce the Purchaser to enter into this Bond Purchase Agreement and (ii) to induce the Authority to enter into the Indenture, Loan Agreement, Tax Exemption Agreement and this Bond Purchase Agreement and to issue the Bonds for the purposes stated above, with full acknowledgment and appreciation that the

investment value of the Bonds and the ability of the Authority to sell and the Purchaser to resell the Bonds are dependent upon the credit standing of the Borrower, and in consideration of the foregoing and of the execution and delivery of this Bond Purchase Agreement by the other parties hereto, the Borrower represents and warrants and covenants with the Authority and the Purchaser that:

- (a) The Borrower is a _____ duly incorporated and validly existing and in good standing under the laws of _____ and has all necessary material licenses and permits required to date to carry on its business and to operate the Project. The Borrower has not received any notice of an alleged violation and, to the best of its knowledge, the Borrower is not in violation of any zoning, land use or other similar law or regulation applicable to any of its Project which would materially adversely affect the operations or financial condition of the Borrower. The Borrower has the full right, power and authority to approve, or enter into and deliver the Official Statement, Loan Agreement, Tax Exemption Agreement, Note, Continuing Disclosure Agreement, Remarketing Agreement, Mortgage and this Bond Purchase Agreement (collectively, the “Borrower Agreements”) and to perform other acts and things as provided for in each of the foregoing.
- (b) The execution and delivery by the Borrower of the Borrower Agreements and the other documents contemplated herein and therein and the compliance with the provisions of any and all of the foregoing documents and the application of the proceeds of the Bonds, together with certain other moneys, for the purposes described in the Official Statement, do not and will not conflict with or result in the breach of any of the terms, conditions or provisions of, or constitute a default under, the Articles of Incorporation, as amended, or the bylaws, as amended, of the Borrower or any other material agreement, indenture, mortgage, lease or instrument by which the Borrower or any of its respective property is bound or any existing law or court or administrative regulation, decree or order which is applicable to the Borrower or its property.
- (c) To the best of its knowledge, no default, event of default or event which, with notice or lapse of time, or both, would constitute a default or an event of default under the Borrower Agreement or any other material agreement or material instrument to which the Borrower is a party or by which it is or may be bound or to which any of its respective property is or may be subject has occurred and is continuing.
- (d) The Borrower has duly authorized all necessary action required to be taken by it for (i) the issuance and sale of the Bonds by the Authority upon the terms and conditions set forth herein, in the Official Statement and in the Indenture, (ii) the approval of the Bonds and the Indenture, (iii) the approval and execution of the Official Statement and (iv) the execution, delivery and performance of the Borrower Agreements and any and all such other agreements and documents as may be required to be executed, delivered and performed by the Borrower in order to carry out, effectuate and consummate

the transactions contemplated on the Borrower's part by the Borrower Agreements and by the Official Statement.

- (e) At the Closing, no liens, encumbrances, covenants, conditions and restrictions, if any, will be then-existing (not otherwise previously disclosed to the Underwriter or created on the date thereof pursuant to the Borrower Agreements) which would interfere with or impair the operation, or materially adversely affect the value, of the Project or the Borrower's other assets, given the purposes for which the same are being used.
- (f) The Official Statement did not, as of its date, and will not as of the date of the Closing, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they are made, not misleading; provided, however, that the Borrower makes no representation or warranty as to the statements and information contained in the Official Statement under the captions "THE AUTHORITY", "THE SERIES 20__ BONDS - Global Book-Entry System - General", "REMARKETING AGENT", "LITIGATION - The Authority", "TAX MATTERS", "RATINGS" and "UNDERWRITING", except to the extent that information under such captions was based upon information supplied by, or solely within the knowledge of, the Borrower. The Borrower hereby consents to the use of the Official Statement in connection with the solicitation of purchases of the Bonds by the Underwriter and confirms that it has consented to the use of the Preliminary Official Statement for such purpose prior to the availability of the Official Statement.
- (g) The Borrower will not take or omit to take any action which will in any way cause or result in the proceeds of the sale of the Bonds being applied in a manner other than as provided in the Indenture, Loan Agreement, Tax Exemption Agreement or as described in the Official Statement.
- (h) Except as may be described in the Official Statement, there is no action, suit, proceeding, inquiry or investigation at law or in equity or before or by any public board or body pending or, to the knowledge of the Borrower, threatened against or affecting the Borrower, or to the knowledge of the Borrower any meritorious basis therefor, wherein an unfavorable decision, ruling or finding would have a material adverse effect on the financial condition of the Borrower, the operation by the Borrower of its facilities and the transactions contemplated by the Borrower Agreements and the Official Statement or the tax-exempt status of the Borrower or would have an adverse effect on the validity or enforceability of the Borrower Agreements or any other agreement or instrument by which the Borrower is or may be bound or would in any way contest the corporate existence or powers of the Borrower.
- (i) This Bond Purchase Agreement is, and upon their execution and delivery of the other Borrower Agreements will be, the legal, valid and binding obligations of the Borrower enforceable in accordance with their respective

terms (subject to any applicable bankruptcy, reorganization, insolvency, moratorium or other laws affecting the enforcement of creditors' rights generally from time to time in effect and to applicable legal principles and procedural requirements if equitable and other specific remedies are sought and subject to the qualification that enforcement of the indemnification provisions of this Bond Purchase Agreement and the Remarketing Agreement may be limited by federal or State securities laws as the same may have been interpreted by judicial decisions).

- (j) The Borrower has been determined to be and is exempt from federal income taxes under Section 501(a) of the Code, by virtue of being an organization described in Section 501(c)(3) of the Code, and it is not a "private foundation" as defined in Section 509(a) of the Code. The Borrower has not impaired its status as an organization exempt from federal income taxes under the Code and will not, either from and including the date hereof to and including the date of the Closing and, thereafter, while any of the Bonds remain outstanding, impair its status as an exempt person as that term is used in Section 103 of the Code. There are no facts or circumstances presently existing which could cause such determination to be withdrawn or revoked.
- (k) Any certificate signed by an authorized officer of Borrower and which has been delivered to the Authority or Purchaser shall be deemed a representation and warranty by the Borrower to the Authority and Purchaser as to the statements made therein.
- (l) The Borrower agrees to cooperate reasonably with the Purchaser and its counsel in any endeavor to qualify the Bonds for offering and sale under the securities or "blue sky" laws of such jurisdictions of the United States as the Purchaser may request, provided that the Borrower shall not be required to qualify to do business in any jurisdiction where it is not now so qualified, or to take any action which would subject it to general service of process in any jurisdiction where it is not now so subject. The Borrower ratifies and consents to the use of drafts of the Preliminary Official Statement, the Preliminary Official Statement and drafts of the Official Statement prior to the availability of the Official Statement by the Purchaser in obtaining such qualification. The Borrower shall pay all reasonable expenses and costs (including legal fees) incurred in connection with such qualification.
- (m) To the best knowledge of the Borrower, after due inquiry, (i) other than those Hazardous Substances (as hereinafter defined) used in the course of operation of the facility in accordance with federal, state and local laws and regulations, no dangerous, toxic or hazardous pollutants, contaminants, chemicals, waste, materials or substances, as defined in or governed by the provisions of any federal, state or local law, statute, code, ordinance, regulation, requirement or rule relating thereto (collectively, "Environmental Regulations"), including urea-formaldehyde, polychlorinated biphenyls, nuclear fuel or waste, radioactive materials, explosives, carcinogens and petroleum products, or any other waste,

material, substance, pollutant or contaminant which would subject the owner of the Property (as that term is defined in the Master Indenture) to any damages, penalties or liabilities under any applicable Environmental Regulation (collectively, “Hazardous Substances”) are now or have been stored, located, generated, produced, processed, treated, transported, incorporated, discharged, emitted, released, deposited or disposed of in, upon, under, over or from the Property, including real estate; (ii) the Property has not been used as or for a mine, a landfill, a dump or other disposal facility or a gasoline service station; (iii) no person, party, or private or governmental agency or entity has given any notice of or asserted any claim, cause of action, penalty, cost or demand for payment or compensation, whether or not involving any injury or threatened injury to human health, the environment or natural resources, resulting or allegedly resulting from any activity or event described in (i) above; (iv) there are not now any actions, suits, proceedings or damage settlements relating in any way to Hazardous Substances in, upon, under, over or from the Property; and (v) the Property is not subject to any lien or claim for lien or threat of a lien in favor of any governmental entity or agency as a result of any release or threatened release of any Hazardous Substance.

- (n) With respect to any employee retirement plan (a “Plan”) in which the Borrower or any person or entity under common control with, or treated as a single employer, with the Borrower, within the meaning of Section 414(b), (c), (m), or (o) of the Code (each, an “ERISA Affiliate”) participates and with regard to compliance by the Borrower and each ERISA Affiliate with the Employee Retirement Income Security Act of 1974, as amended (“ERISA”) (i) neither any Plan nor the trusts created thereunder, nor any trustee or administrator thereof, has engaged in a “prohibited transaction,” as such term is defined in ERISA or Section 4975 of the Code, which could subject the Plan, any such trust, or any trustee or administrator thereof, or any party dealing with the Plan or any such trust to the tax or penalty on prohibited transactions imposed by ERISA or Section 4975 of the Code; (ii) the performance of the transactions contemplated by the Official Statement will not involve any prohibited transaction (other than an exempt prohibited transaction); (iii) neither any Plan nor any such trusts have been terminated, nor have there been any “reportable events,” as such term is defined in Section 4043 of ERISA, since the effective date of ERISA except for the reportable events heretofore disclosed to the Underwriters in writing which had no material adverse effect on the financial conditions or results of operation of the Borrower; (iv) the Borrower and each ERISA Affiliate have timely made all contributions to each Plan that may have been required to be made under Section 302 of ERISA or of Section 412 of the Code, there has been no application for or waiver of the minimum funding standards imposed by Section 412 of the Code with respect to any Plan, and no Plan has a funding shortfall as of the most recent plan year; and (v) there are no existing or pending (or to the knowledge of Borrower or each ERISA Affiliate, threatened) claims (other than routine claims for benefits in the

normal course), sanctions, actions, lawsuits, or other proceedings or investigations involving any Plan. In addition, the Borrower and each ERISA Affiliate (i) have fulfilled in all material respects their obligations under the minimum funding standards of ERISA and the Code with respect to each Plan; (ii) are in compliance in all material respects with the presently applicable provisions of ERISA, the Code and governing documents of each Plan; and (iii) have not incurred any material and past due liability to the Pension Benefit Guaranty Corporation. Each Plan that is intended to qualify under Section 401(a) of the Code has received a current favorable determination letter from the IRS (or an application for such letter is currently being processed by the IRS), each Plan has been timely amended to reflect change in the qualification requirements under Section 401(a) of the Code, and to the knowledge of Borrower and each ERISA Affiliate, nothing has occurred that would prevent, or cause the loss of, such qualification. Neither the Borrower nor any ERISA Affiliate has ever had an obligation (contingent or otherwise) to contribute to, been required to make or accrue a contribution to, or ever made or accrued a contribution to, a “multiemployer plan” as defined in Section 4001(a)(3) or 3(37) of ERISA or Section 414 of the Code.

- (o) [The Borrower represents, warrants and confirms that (i) the Borrower selected the [Underwriter][Placement Agent] as underwriter/placement agent in connection with the offering and sale of the Bonds, (ii) to its knowledge, the Authority did not participate in the selection process and did not decide who would be selected as a result of such selection process, and (iii) to the extent that this [Bond Purchase Agreement][Bond Placement Agreement][Issuance Certificate] relates to or contemplates the delivery of services, such services are being provided at the request of, to and for the benefit of the Borrower.]¹ The Borrower [further] represents, warrants and confirms that (x) the Borrower selected [Trustee Bank] to serve as Bond Trustee and [Bond Counsel] to serve as bond counsel following such selection process as it considered appropriate for its purposes, (y) to the Borrower’s knowledge, the Authority did not participate in the selection process and did not decide or influence who would be selected as a result of such selection process and (z) the Borrower has agreed with the Bond Trustee to pay Bond Trustee’s fees and expenses in respect of its services as bond trustee under the Bond Indenture and has agreed with Bond Counsel to pay Bond Counsel’s fees and expenses in respect of its services as Bond Counsel.
- (p) Subsequent to _____, 20___, there have been no material adverse changes in the assets, liabilities or condition of the Borrower, financial or otherwise, and neither the operations nor the properties of the Borrower have been adversely affected in any substantial way as the result of any fire,

¹ This language should be omitted where no Bond Purchase or Placement Agreement is utilized.

explosion, accident, strike, riot, flood, windstorm, earthquake, embargo, war or act of God.

- (q) All approvals, consents, authorizations, certifications and other orders of any government authority, board, agency or commission having jurisdiction, including, but not limited to, any applicable Certificate of Need, and all filings with such entities, which would constitute a condition precedent to or would adversely affect the performance by the Borrower of its obligations under the Borrower Agreements have been or will be (when needed) obtained.
- (r) The Borrower has complied with all previous continuing disclosure undertakings executed by it pursuant to Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended.

4. **Representation, Covenant and Warranty of the Underwriter.** The Underwriter represents, warrants and covenants to the Authority and Borrower that the Bonds will be offered in accordance with all applicable State and federal laws. The Underwriter further represents, warrants and covenants that it has been duly authorized to execute this Bond Purchase Agreement, and that when executed by the Underwriter and the other parties thereto, this Bond Purchase Agreement will be a valid and binding obligation of the Underwriter.

5. **Indemnification.**

- (a) The Borrower agrees to indemnify and hold harmless the Authority, each director, official, trustee, member, officer or employee of the Authority and each person, if any, who has the power, directly or indirectly, to direct or cause the direction of the management and policies of the Authority pursuant to the Act or the Authority's rules and regulations or bylaws (collectively, the "Authority Indemnified Parties"), against any and all losses, claims, damages, liabilities or expenses, including reasonable attorneys' fees and expenses, whatsoever arising from or in any manner directly or indirectly growing out of or connected with any of the matters set forth in Section _ of the Loan Agreement between the Authority and the Borrower.
- (b) **[This provision should set forth the indemnification that the Borrower will provide to the Underwriter/Purchaser.]**
- (c) In case any claim shall be made or any action shall be brought against one or more of the Authority Indemnified Parties or the Purchaser Indemnified Parties (the Authority Indemnified Parties and the Purchaser Indemnified Parties, collectively the "Indemnified Party") in respect of which indemnity can be sought against the Borrower pursuant to either of the preceding paragraphs (a) and (b), the Indemnified Party seeking indemnity shall promptly notify the Borrower, in writing, and the Borrower shall promptly assume the defense thereof, including the employment of counsel chosen by the Borrower and approved by the Purchaser or Authority, or both

(provided that such approval by the Purchaser or Authority shall not be unreasonably withheld), the payment of all expenses and the right to negotiate and consent to settlement. If any Indemnified Party is advised in a written opinion of counsel that there may be legal defenses available to such Indemnified Party which are adverse to or in conflict with those available to the Borrower or that the defense of such Indemnified Party should be handled by separate counsel, the Borrower shall not have the right to assume the defense of such Indemnified Party, but the Borrower shall be responsible for the reasonable fees and expenses of counsel retained by such Indemnified Party in assuming its own defense, and provided also that, if the Borrower shall have failed to assume the defense of such action or to retain counsel reasonably satisfactory to the Purchaser or Authority within a reasonable time after notice of the commencement of such action, the reasonable fees and expenses of counsel retained by the Indemnified Party shall be paid by the Borrower. Notwithstanding the foregoing, any one or more of the Indemnified Parties shall have the right to employ separate counsel with respect to any such claim or in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be paid by such Indemnified Party unless the employment of such counsel has been specifically authorized by the Borrower or unless the provisions of the immediately preceding sentence are applicable. The Borrower shall not be liable for any settlement of any such action affected without the consent of the Borrower, but if settled with the consent of the Borrower or if there be a final judgment for the plaintiff in any such action with or without consent, the Borrower agrees to indemnify and hold harmless the Indemnified Party from and against any loss, liability or expense by reason of such settlement or judgment.

- (d) The Underwriter agrees, at its expense, to indemnify, defend and hold harmless the Authority Indemnified Parties and the Borrower, each director, official, trustee, member, officer or employee of the Borrower and each person, if any, who has the power, directly or indirectly, to direct or cause the direction of the Borrower (collectively, the “Borrower Indemnified Parties”) from and against any and all losses, claims, damages, demands, liabilities, costs or expenses (for purposes of this paragraph (d), collectively, “Claims”), including attorneys’ fees and expenses, if such Claims are a result of, arise out of or would not exist but for (A) untrue statements or omissions, or alleged untrue statements or omissions, made in the Official Statement (or any amendment or supplement thereto) under the heading “UNDERWRITING” or in reliance upon and in conformity with written information furnished to the Borrower or the Authority, as the case may be, by the Underwriter expressly for use in the Official Statement (or any amendment or supplement thereto); or (B) any material misstatements or omissions made by any agent, employee or officer of the Underwriter or anyone authorized by the Underwriter to sell the Bonds made in connection with any offer to sell a Bond if such misstatements or omissions arise from providing any information concerning the Bonds to purchasers or potential

purchasers of a Bond other than a complete Official Statement. The foregoing indemnification obligations of the Underwriter shall in no way be deemed to limit or affect the rights of the Authority, at law and equity, to enforce its rights under the terms of this Bond Purchase Agreement.

- (e) In case any claim shall be made or any action shall be brought against one or more of the Authority Indemnified Parties or the Borrower Indemnified Parties (collectively, the “Indemnified Person”) in respect of which indemnity can be sought against the Purchaser pursuant to the preceding paragraph (d), the Indemnified Person seeking indemnity shall promptly notify the Purchaser in writing, and the Purchaser shall promptly assume the defense thereof, including the employment of counsel chosen by the Purchaser and approved by the Borrower or Authority, or both (provided, that such approval by the Borrower or Authority shall not be unreasonably withheld), the payment of all expenses and the right to negotiate and consent to settlement. If any Indemnified Person is advised in a written opinion of counsel that there may be legal defenses available to such Indemnified Person which are adverse to or in conflict with those available to the Purchaser, or that the defense of such Indemnified Person should be handled by separate counsel, the Purchaser shall not have the right to assume the defense of such Indemnified Person, but shall be responsible for the fees and expenses of counsel retained by such Indemnified Person in assuming its own defense, and provided also that, if the Purchaser shall have failed to assume the defense of such action or to retain counsel reasonably satisfactory to the Authority or Borrower within a reasonable time after notice of the commencement of such action, the reasonable fees and expenses of counsel retained by the Indemnified Person shall be paid by the Purchaser. Notwithstanding the foregoing, any one or more of the Indemnified Persons shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such Indemnified Person unless the employment of such counsel has been specifically authorized, in writing, by the Purchaser or unless the provisions of the immediately preceding sentence are applicable. The Purchaser shall not be liable for any settlement of any such action affected without its written consent, but if settled with the written consent of the Purchaser or if there be a final judgment for the plaintiff in any such action with or without consent, the Purchaser agrees to indemnify and hold harmless the Indemnified Person from and against any loss, liability or expense by reason of such settlement or judgment.
- (f) In order to provide for just and equitable contribution in circumstances in which the indemnity agreement provided for in Section ___ is for any reason held to be unavailable to the Purchaser, Authority or Borrower other than in accordance with its terms, the Purchaser and Borrower, jointly and severally, shall contribute to the aggregate losses, liabilities, claims, damages and expenses of the nature contemplated by said indemnity agreement incurred by the Purchaser, Authority, and Borrower in such

proportions that the Purchaser is responsible for that portion represented by the percentage that the underwriting discount bears to the initial public offering price appearing on the cover page of the Official Statement and the Borrower is responsible for the balance; provided, however, that no person guilty of fraudulent misrepresentation shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. For purposes of this Section, each person, if any, who controls the Purchaser shall have the same rights to contribution as such Purchaser.

- (g) The covenants and agreements of the Borrower and Purchaser herein contained shall survive the delivery of the Bonds.

E. TAX EXEMPTION MATTERS / ARBITRAGE MATTERS

1. **Tax Exemption Matters.** For transactions in which tax-exempt bonds are being issued, the Borrower shall execute a tax exemption agreement in form and substance acceptable to the Authority and Bond Counsel ("Tax Exemption Agreement"), which Tax Exemption Agreement shall include the following provisions:

To be Included in Introduction Section of Tax Exemption Agreement

One purpose of executing this Tax Exemption Agreement is to set forth various facts regarding the Bonds and to establish the expectations of the Authority and the Borrower as to future events regarding the Bonds and the use of the proceeds of the Bonds. To the extent such facts do not relate directly to the Authority or the Trustee, the Authority and the Trustee are reasonably and prudently relying on the certifications of the Underwriters [and other parties, if applicable, such as credit enhancers and swap advisors] and the covenants and certifications of the Borrower. The certifications and representations made herein and the Borrower's compliance with the covenants contained herein are intended, and may be relied on, as a certification of an officer of the Authority given in good faith as described in Regulations Section 1.148-2(b)(2) for all purposes of this Tax Exemption Agreement and for purposes of the Information Return for Tax-Exempt Private Activity Bond Issues, Form 8038, to be filed with the Internal Revenue Service ("IRS") with respect to the Bonds ("Form 8038").

The execution and delivery of this Tax Exemption Agreement by the Authority and the Borrower will be treated by the Authority and the Borrower as the establishment of a portion of the written procedures (i) to ensure that any Bonds that become nonqualified bonds are identified and remediated in accordance with the requirements of the Code and Regulations, including the remediation provisions of Regulations Section [1.141-12, 1.142-2, 1.144-2 or other applicable regulation], and (ii) to monitor compliance with the arbitrage, yield restriction and rebate requirements of Code Section 148. By executing this Tax Exemption Agreement, the Authority and the Borrower agree that the Authority may rely upon the Borrower's compliance with the covenants and procedures described in this Tax Exemption Agreement, including all Exhibits hereto, for purposes of maintaining the tax-exempt status of interest on the Bonds and complying with the requirements of Form 8038.

To be Included in Text of Tax Exemption Agreement

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

2. **Arbitrage Matters.** The Borrower is responsible for all arbitrage rebate calculations, including the creation, and maintenance, as a separate deposit account (except when invested as provided in Section _ hereof) in the custody of the Trustee, of a fund designated "Illinois Finance Authority Rebate Fund." The moneys and investments deposited in and credited to the Rebate Fund shall be free and clear of any lien created by the Indenture. The Borrower shall, within fourteen (14) days prior to the end of each fifth Bond Year and within fourteen days (14) prior to the payment in full of all Outstanding Bonds, calculate and furnish to the Trustee in writing the amount of Excess Earnings as of the end of that fifth Bond Year or the date of such payment in full.

[The Borrower may make annual payments; and this language may be modified to reflect such annual payment option.]

The Trustee agrees to maintain and furnish to the Borrower all such information and data as such Borrower shall reasonably require to make the calculations described in this Section. The Trustee shall also notify the Borrower in writing of the amount then on deposit in the Rebate Fund. If the amount then on deposit in the Rebate Fund is in excess of the Excess Earnings, then the Trustee shall forthwith pay that excess amount to the Borrower. If the amount then on deposit in the Rebate Fund is less than the Excess Earnings, then the Borrower shall, within ten (10) days after receipt of the aforesaid notice from the Trustee, pay to the Trustee for deposit in the Rebate Fund an amount sufficient to cause the Rebate Fund to contain an amount equal to the Excess Earnings. Within sixty (60) days after the end of the fifth Bond Year and every fifth Bond Year thereafter, the Trustee, acting on behalf of the Authority and Borrower, shall pay to the United States of America in accordance with Section 148(f) of the Code from moneys then on deposit in the Rebate Fund an amount equal to ninety percent (90%) (or such greater percentage not in excess of one hundred percent (100%) as the Borrower may direct in writing to the Trustee to pay) of the Excess Earnings earned from the Closing Date through the end of such fifth Bond Year (less the amount of Excess Earnings, if any, previously paid to the United States of America pursuant to this Section). Within 60 days after the payment in full of all Outstanding Bonds, the Trustee shall pay to the United States of America in accordance with Section 148(f) of the Code from the moneys then on deposit in the Rebate Fund an amount equal to one hundred

percent (100%) of the Excess Earnings earned from the Closing Date through the date of such payment in full (less the amount of Excess Earnings, if any, previously paid to the United States of America pursuant to this Section) and any moneys remaining in the Rebate Fund following such payment shall be paid to the Borrower in accordance with Section of the Loan Agreement. All computations of Excess Earnings pursuant to this Section shall treat the amount or amounts, if any, previously paid to the United States of America pursuant to this Section as amounts on deposit in the Rebate Fund.

In addition, in accordance with Section 148(f)(4)(B)(iv) of the Code, the Borrower shall calculate and pay to the Trustee for payment to the United States of America such penalty amount (if any) required under such Section with respect to nonpurpose investments allocable to the construction subaccount of the Project Fund which are not spent in accordance with the schedule required by Section 148(f)(4)(B)(iv) of the Code and set forth in the Certificate as to Arbitrage, dated the Closing Date, executed by the Authority and the Borrower.

The Trustee and Authority shall be entitled conclusively to rely on the calculations and directions of the Borrower made pursuant to this Section and shall not be responsible for any loss or damage resulting from any action taken or omitted to be taken in reliance upon those calculations and directions.

The Trustee shall maintain a record of any investments of gross proceeds of the Bonds (within the meaning of Section 148(f) of the Code) held by the Trustee, including, without limitation, investments of amounts held in the Bond Fund and Project Fund. This record with respect to obligations in which gross proceeds of the Bonds are invested will include their date of purchase, purchase price, coupon rate and period, and the amount and date of receipt of payments of principal, premium and interest, and of sale, redemption and retirement proceeds with respect thereto.

The Trustee shall obtain and keep such records of the computations made pursuant to this Section as are required under Section 148(f) of the Code. Notwithstanding the foregoing, the Trustee shall keep such records at least until three years following the final payment or maturity of all Bonds.

[The Borrower may provide the Authority with an unconditional opinion of any nationally recognized bond counsel stating that arbitrage rebate is not a relevant issue to a particular transaction, in which case the Authority may determine certain of the foregoing provisions may be waived.]

F. OFFICIAL STATEMENT

1. **Secondary Market Disclosure.** The Authority has not made and will not make any provision to provide any annual financial statements or other credit information of the Borrower to investors on a periodic basis.
2. **Cover Page.**

THE AUTHORITY IS OBLIGATED TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS AND OTHER COSTS INCIDENTAL THERETO ONLY FROM THE SOURCES SPECIFIED IN THE

INDENTURE, AND EXCEPT TO SUCH LIMITED EXTENT, THE BONDS AND THE INTEREST THEREON DO NOT CONSTITUTE AN INDEBTEDNESS OR AN OBLIGATION, GENERAL OR MORAL, OR A PLEDGE OF THE FULL FAITH OR A LOAN OF CREDIT OF THE AUTHORITY, THE STATE OF ILLINOIS OR ANY POLITICAL SUBDIVISION THEREOF, WITHIN THE PURVIEW OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION OR PROVISION. THE BONDS AND THE INTEREST THEREON ARE SPECIAL, LIMITED OBLIGATIONS OF THE AUTHORITY PAYABLE SOLELY OUT OF THE RECEIPTS, REVENUES AND INCOME SPECIFIED IN THE INDENTURE. NEITHER THE FULL FAITH AND CREDIT NOR THE TAXING POWERS OF THE STATE OF ILLINOIS OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS OR OTHER COSTS INCIDENTAL THERETO. NO OWNER OF ANY BOND SHALL HAVE THE RIGHT TO COMPEL THE TAXING POWER, IF ANY, OF THE AUTHORITY, THE STATE OF ILLINOIS OR ANY POLITICAL SUBDIVISION THEREOF TO PAY THE PRINCIPAL OF, PREMIUM, IF ANY, OR INTEREST ON THE BONDS. THE AUTHORITY DOES NOT HAVE THE POWER TO LEVY TAXES FOR ANY PURPOSES WHATSOEVER.

3. **Inside Cover Page.** The information set forth herein relating to the Authority under the headings “THE AUTHORITY” and “LITIGATION- The Authority” has been obtained from the Authority. All other information herein has been obtained by the Underwriters from the Borrower, the Underwriters and other sources deemed by the Underwriters to be reliable, and is not to be construed as a representation by the Authority or Underwriters. The Authority has not reviewed or approved any information in this Official Statement except information relating to the Authority under the headings “THE AUTHORITY” and “LITIGATION - The Authority”. The information herein is subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall under any circumstances create any implication that there has been no change in the affairs of the Authority or the Borrower since the date hereof.
4. **Security for and Source of Payment of the Bonds.** The Bonds, any premium thereon and the interest thereon constitute special, limited obligations of the Authority and, except to such limited extent, do not constitute indebtedness or an obligation, general or moral, or a pledge of the full faith or a loan of credit of the Authority, the State of Illinois or any political subdivision thereof, within the purview of any constitutional or statutory limitation or provision. The Authority is obligated to pay the principal of, premium, if any, and interest on the Bonds and other costs incidental thereto only from the sources specified in the Indenture. Neither the full faith and credit nor the taxing powers of the Authority, the State of Illinois or any political subdivision thereof is pledged to the payment of the principal of, premium, if any, and interest on the Bonds. No owner of any Bond shall have the right to compel the taxing power of the State of Illinois or any political subdivision thereof to pay the principal of, premium, if any, or interest on

the Bonds. The Authority does not have the power to levy taxes for any purpose whatsoever.

5. **The Project.** The Authority makes no warranty or representation, whether express or implied, with respect to the Project or the location, use, operation, design, workmanship, merchantability, fitness, suitability or use for particular purpose, condition or durability thereof or title thereto.
6. **Bondholder's Risk.** In all circumstances, except as may be approved by Public Finance Counsel, including but not limited to the use of credit enhancement, both the Preliminary Official Statement and Official Statement must have a Bondholder's Risk section in form and substance acceptable to the Authority and its issuer's counsel.
7. **Execution.** The Authority does not sign the Official Statement; the Authority requires the Borrower to sign the Official Statement.
8. **The Authority.**
 - (a) **Description of the Authority.** The Authority is a body politic and corporate created under the laws of the State of Illinois. The Authority was created under the Illinois Finance Authority Act, as amended from time to time (the "Act"), which consolidated seven of the State's previously existing financing authorities (the "Predecessor Authorities"). All bonds, notes or other evidences of indebtedness of the Predecessor Authorities were assumed by the Authority effective January 1, 2004. Under the Act, the Authority may not have outstanding at any one time bonds for any of its corporate purposes in an aggregate principal amount exceeding \$28,150,000,000 (subject to change, from time to time, by acts of the State Legislature), excluding bonds issued to refund the bonds of the Authority or bonds of the Predecessor Authorities. Pursuant to the Act, the Authority is governed by up to 15 Members appointed by the Governor of the State of Illinois with the advice and consent of the State Senate. The Members receive no compensation for the performance of their duties but are entitled to reimbursement for all necessary expenses incurred in connection with the performance of such duties.
 - (b) **Bonds of the Authority.** The Authority may issue bonds from time to time as provided in the Act for the purposes set forth in the Act. The Bonds of the Authority as described herein are special, limited obligations of the Authority payable solely from the specific sources and revenues of the Authority specified in the Bond Resolution and Indenture authorizing the issuance of such bonds. Any bonds issued by the Authority (and any premium thereon and the interest thereon) do not constitute indebtedness or an obligation, general or moral, or a pledge of the full faith or a loan of credit of the State of Illinois or any political subdivision thereof, within the purview of any constitutional or statutory limitation or provision. No Owner of any Bond shall have the right to compel any taxing power of the State of Illinois or any political subdivision thereof to pay the principal of,

premium, if any, or interest on the Bonds. The Authority has no taxing power.

The Authority makes no warranty or representation, whether express or implied, with respect to the Project or the use thereof. Further, the Authority has not prepared any material for inclusion in this Official Statement, except that material under the headings “THE AUTHORITY” and “LITIGATION - The Authority”. The distribution of this Official Statement has been duly approved and authorized by the Authority. Such approval and authorization does not, however, constitute a representation or approval by the Authority of the accuracy or sufficiency of any information contained herein except to the extent of the material under the headings referenced in this paragraph.

The offices of the Authority are located at 160 North LaSalle Street, Suite S-1000, Chicago, Illinois 60601, and its telephone number is (312) 651-1300.

- (c) **Authority Counsel.** Certain legal matters with respect to the Bonds will be passed upon for the Authority by its special counsel _____, _____, Illinois.
- (d) **Litigation -- The Authority.** There is not now pending (as to which the Authority has received service of process) or, to the actual knowledge of the Authority, threatened, any litigation against the Authority restraining or enjoining the issuance or delivery of the Bonds or questioning or affecting the validity of the Bonds or the proceedings or authority under which the Bonds are to be issued. Neither the creation, organization or existence of the Authority nor the title of any of the present members or other officers of the Authority to their respective offices is being contested. There is no litigation against the Authority pending (as to which the Authority has received service of process) or, to the actual knowledge of the Authority, threatened, which in any manner questions the right of the Authority to enter into the Indenture, the Loan Agreement or the Bond Purchase Agreement or to secure the Bonds in the manner provided in the Indenture, the Bond Resolution and the Act.

G. CHAIN OF TITLE

Except with respect to PACE Assessment Contracts, to the fullest extent possible given the circumstances of the particular transaction, the Authority prefers to remain outside of the chain of title, whether by lease, deed, mortgage, assignment or other such document, relative to any property involved with or affected by the Project.

H. PACE BONDS

In order for a Capital Provider to request the Authority to issue PACE Bonds, such Capital Provider must execute a Master Indenture and related Issuance Certificate in substantially the form on file with the Authority.² The Authority also requires delivery of a Compliance

² As noted previously, the Authority maintains one or more forms of a Master Indenture and Issuance Certificate on file.

with Laws Side Letter, executed by the Record Owner, which represents and warrants the Record Owner's compliance with certain statutes, laws, ordinances, etc. Exhibit H sets forth the Authority's required form of Compliance with Laws Side Letter; however, the Authority retains the right, as it deems necessary, to make changes to a Compliance with Laws Side Letter, both in general and as it may relate to a particular transaction. If any Capital Provider may desire to provide interim financing of a "PACE Project" (as defined in the Act) prior to the issuance of PACE Bonds, the applicable Capital Provider must execute the Master Indenture, and the applicable Record Owner must execute the Compliance with Laws Side Letter prior thereto.

1. **PACE Assessment Contract.** Exhibit J sets forth the Authority's required form of PACE Assessment Contract to be approved by a Governmental Unit; however, the Authority retains the right, as it deems necessary, to make changes to a PACE Assessment Contract, both in general and as it may relate to a particular transaction. The Authority expects this form to be used, unless the particulars of a transaction necessitate changes to be made. If changes are deemed necessary, the Capital Provider should contact the Manager and/or Public Finance Counsel to discuss the matter as soon as possible, preferably at the time the Capital Provider submits its Commercial PACE Bond Application to the Authority. It is anticipated that the provisions found in Exhibit J would be contained in any PACE Assessment Contract, or alternatively, in a supplemental financing agreement with the applicable Record Owner and to which the Authority obtains satisfactory rights as determined in its sole discretion. These provisions should be in any PACE Assessment Contract or supplemental financing agreement for which PACE Bonds are to be issued.
2. **Assignment Agreement.** To provide the basis for the security of the applicable PACE Bonds to be issued, and if desirable prior to issuance of any PACE Bonds, to provide the basis for the security of the applicable interim financing, the applicable Governmental Unit and the Authority will execute an Assignment Agreement in the form on file with the Authority. Through this Assignment Agreement, the Governmental Unit will assign the PACE Assessment Contract to the Authority that will be the security for the PACE Bonds or any interim financing.
3. **Master Warehouse Agreement.** In connection with the interim financing of a PACE Project, a form Master Warehouse Agreement for the applicable Capital Provider must be put in place for such purpose. Through this Master Warehouse Agreement, the Authority will sell, assign, and transfer to the applicable Capital Provider or its designated transferee, without recourse, and the applicable Capital Provider or its designated transferee will purchase from the Authority, for a term of 36 months or less, all the Authority's right, title, and interest in and to the related PACE Assessment Contract, other than the Authority's "Reserved Rights" (as defined therein).
4. **Master Indenture.** Prior to the issuance of PACE Bonds, a form Master Indenture (and form Issuance Certificate) for an applicable Capital Provider must be put in place for such purpose and broad parameters for PACE Bonds that may be issued pursuant thereto approved by the Board in the PACE Bond Resolution.

The Authority will require that each Capital Provider have in place a PACE Bond Resolution before PACE Bonds would be issued and sold to such Capital Provider or its designated transferee.

After the issuance and sale of PACE Bonds to a Capital Provider is approved pursuant to a PACE Bond Resolution, any issuance of PACE Bonds to such Capital Provider shall be documented through the Master Indenture and a related Issuance Certificate (included as Exhibit A to the Master Indenture) in substantially the form on file with the Authority. Any substantive deviations from the Master Indenture or Issuance Certificate may require further approval by the Board and/or Public Finance Counsel.

SECTION IV **TRUSTEE QUALIFICATIONS**

The role of a trustee is essential to the transaction and performs vital functions. Because of the trustee's complex role, the Authority requires the trustee to satisfy specific qualifications. Specifically, Borrowers (or in the case of PACE Bonds, Capital Providers) may use any bank or trust company to serve as trustee as long as the selection meets the following conditions:

1. **Transaction Experience.** The trustee must demonstrate continuing experience with similar bond issues.
2. **Fiduciary Responsibility.** The trustee must have a combined capital and surplus of at least \$50,000,000, as set forth in its most recent published annual report of condition, or, alternatively, a liability insurance policy having the type of coverage and in an amount acceptable to Public Finance Counsel.
3. **Required Reporting to the Authority.** The trustee agrees that no later than 30 days after a principal and/or interest payment is made, it will prepare and file with the Office of Comptroller of the State of Illinois a C-08, Notice of Payment of Bond Interest and/or Principal, through the Bond Tracking System (BITS) (<https://bits.illinoiscomptroller.gov>).

In the event that a trustee is not designated for a transaction, the Authority reserves the right to require the engagement of a designated paying agent or other party serving in a similar role acceptable to Public Finance Counsel and a filing agent acceptable to Public Finance Counsel unless the designated paying agent agrees to make the required C-08 filings. Costs of any designated paying agent or filing agent shall be the sole responsibility of the Borrower.

SECTION V **POST-CLOSING MONITORING** **AND COMPLIANCE**

The general approach of the Authority is that all requirements of bond compliance are the responsibility of the Borrower, except to the extent specifically required by federal or State law and to the limited extent the Authority may undertake other responsibilities by contract or as a matter of policy.

The Authority considers post-closing monitoring important to accomplishing its public mission. Borrowers are required to conduct post-closing monitoring tasks with respect to certain aspects of the closed transaction and, if applicable, the financed project, including, but not limited to the

matters below. Unless issued as tax-exempt bonds, this Section is generally inapplicable to PACE Bonds.

A. REGULATORY AND POLICY REQUIREMENTS

Each Borrower generally agrees to comply with all applicable laws, including applicable provisions of the Code and IRS regulations and other published guidance.

The Authority has adopted written post-issuance procedures, which are intended to facilitate compliance of its bond issues with applicable laws, including applicable federal tax requirements. In addition to its internal controls, the Authority generally requires the cooperation of its Borrowers and expects the cooperation of other transaction participants. Such cooperation may include, without limitation, tax compliance and IRS examination matters, bond document modifications, external and internal audit matters and records retention matters.

In addition to the requirements referenced above, the Authority may require that its Borrowers comply with certain other post-closing requirements, including, but not limited to (1) identifying a particular official or officials responsible for post-issuance compliance containing certain core provisions required by the Authority, (2) demonstrating that they have adopted written post-issuance compliance procedures before the approval of a bond issue, and (3) timely completion of any remedial actions to correct (including voluntary closing agreement requests) or otherwise resolve identified noncompliance.

EXHIBIT A
FORM OF INDUCEMENT RESOLUTION

AN INDUCEMENT RESOLUTION APPROVING THE ISSUANCE OF ILLINOIS FINANCE AUTHORITY REVENUE BONDS, SERIES 20__ FOR [THE NAME OF BORROWER] FOR THE PURPOSES SET FORTH HEREIN IN AN AGGREGATE PRINCIPAL AMOUNT NOW ESTIMATED NOT-TO-EXCEED \$ __,000,000

WHEREAS, there has been presented to the Illinois Finance Authority, a body politic and corporate of the State of Illinois (the “Authority”), by _____, an _____ (the “Borrower”), an application for the issuance of Revenue Bonds by the Authority for the benefit of the Borrower in an amount now estimated not- to-exceed _____ Million and No/100 Dollars (\$ __,000,000) (the “Bonds”); and

WHEREAS, the Borrower’s application has been made with respect to a “project” within the meaning of the Illinois Finance Authority Act, 20 ILCS 3501/801-1 *et seq.*, as supplemented and amended (the “Act”), for the purpose of providing the Borrower with all or a portion of the funds for the purpose of assisting in **[insert appropriate description of the project and uses of the proceeds]**, all as permitted by the Act (collectively, the “Project”); and

[**WHEREAS**, as part of the issuance of the Bonds, the Borrower has requested an estimated not to exceed _____ Dollars and No/100 (\$ __,000,000) in 20__ volume cap of the Authority; and][IF APPLICABLE]

WHEREAS, no expenditures relating to the Project for which the Borrower may seek reimbursement from the proceeds of the Bonds (the “Expenditures”) have been made more than sixty (60) days prior to the approval of this Resolution or, if applicable, any such similar resolution approved by the Board of Directors of the Borrower, and any further Expenditures will be made on or after the date that this Resolution is approved; and

WHEREAS, a determination has been made by the Authority that its issuance of the Bonds for the Project will be consistent and in accord with the provisions and purposes of the Act; and

WHEREAS, each of the Members of the Authority present is familiar with the form of this Inducement Resolution; and

NOW, THEREFORE, BE IT RESOLVED by the Members of the Illinois Finance Authority as follows:

Section 1. Approval. The application of the Borrower is approved.

Section 2. Approval of Resolution. The Treasurer of the Authority is authorized and directed to execute, and the Secretary or any Assistant Secretary of the Authority is authorized to seal and attest to the approval of this Inducement Resolution and to do any and all things necessary or desirable in order to carry out the intention of the parties expressed herein.

Section 3. Issuance of Bonds. Upon final determination of the details of the financing and provided that, on or before _____ 20 __, the Authority and the Borrower shall have agreed

to mutually acceptable terms for the Bonds and the contracts, agreements and proceedings related thereto, including, but not limited to a bond purchase agreement (or comparable agreement) for the sale of the Bonds, the Authority will use all reasonable efforts to take the further steps necessary, including, but not limited to, execution of said bond purchase agreement, to issue its Bonds on behalf of the Borrower to finance all or a portion of the Project in an amount now estimated not-to-exceed _____ Million and No/100 Dollars (\$____,000,000) **[,which issuance is contemplated to and may include as part thereof not to exceed _____ Million and No/100 (\$____,000,000) in Authority 20__ Volume Cap.][IF APPLICABLE]**

Section 4. Expenditure Reimbursement. The Authority, on behalf of the Borrower, reasonably expects to reimburse all or a portion of any Expenditures that may have been incurred with the proceeds of the Bonds, to the extent allowed under the Act and the Internal Revenue Code of 1986, as amended. **[If the Expenditures include uses other than project-related uses (such as refundings), any and all dollar amounts of reimbursement should be specified, as required by law]**

Section 5. Notice and Hearing. The Treasurer of the Authority, or his designee, is hereby authorized, empowered and directed to cause notice to the public of a public hearing on the plan of financing for the Project to be published, such notice to be published at a time and in a manner determined by him to be appropriate and at least seven (7) days prior to the date on which such public hearing is to be held, and the Treasurer of the Authority (or any officer, employee or agent of the Authority designated by the Director) is further authorized, empowered and directed to hold the public hearing referred to in said notice.

Approved and effective this ____ day of _____ 20__ by vote as follows:

Ayes:

Nays:

Abstain:

Absent:

Vacant:

ILLINOIS FINANCE AUTHORITY

By: _____
Treasurer

ATTEST:

Secretary (or Assistant Secretary)

[SEAL]

EXHIBIT B-1
FORM OF BOND RESOLUTION

RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$ _____ IN AGGREGATE PRINCIPAL AMOUNT OF ILLINOIS FINANCE AUTHORITY REVENUE BONDS, SERIES 20__ (_____), THE PROCEEDS OF WHICH ARE TO BE LOANED TO [NAME OF BORROWER] FOR THE PURPOSE OF FINANCING [_____]; AND AUTHORIZING AND APPROVING RELATED MATTERS

WHEREAS, the ILLINOIS FINANCE AUTHORITY (the “*Authority*”) has been created by the Illinois Finance Authority Act, 20 ILCS 3501-801-1, *et seq.*, as amended (the “*Act*”); and

WHEREAS, [NAME OF BORROWER], a/an _____ not-for-profit corporation (the “*Borrower*”), has requested that the Authority issue not to exceed \$ _____ (excluding original issue discount or premium, if any) in aggregate principal amount of revenue bonds consisting of one or more series of Revenue Bonds, Series 20__ (_____) (the “*Series 20__ Bonds*”) and loan the proceeds thereof to the Borrower in order to assist the Borrower in providing a portion of the funds necessary to do any or all of the following: [(i) refund all of the \$ _____ Bonds, Series _____ (_____) (the “*Series _____ Bonds*”); (ii) pay or reimburse the Borrower for the payment of the cost of acquiring, constructing, renovating, remodeling and equipping certain of its health facilities, including without limitation the renovation of the Borrower’s _____ (the “*Project*”); (iii) pay a portion of the interest on the Series 20__ Bonds; (iv) provide working capital; (v) establish a debt service reserve fund for the benefit of the Series 20__ Bonds, if deemed necessary or desirable; and (vi) pay certain expenses incurred in connection with the issuance of the Series 20__ Bonds and the refunding of the Series _____ Bonds, all as permitted by the Act (collectively, the “*Financing Purposes*”); and

WHEREAS, drafts of the following documents have been provided to and are on file with the Authority (collectively, the “*Authority Documents*”):

(a) a Bond Trust Indenture (the “*Bond Indenture*”) between the Authority and _____, as bond trustee (the “*Bond Trustee*”), providing for the issuance thereunder of the Series 20__ Bonds and setting forth the terms and provisions applicable to the Series 20__ Bonds, including securing the Series 20__ Bonds by an assignment thereunder to the Bond Trustee of the Authority’s right, title and interest in and to the Series 20__ Obligation (as hereinafter defined) and certain of the Authority’s rights in and to the Loan Agreement (as hereinafter defined);

(b) a Loan Agreement (the “*Loan Agreement*”) between the Authority and the Borrower, pursuant to which the Authority will loan the proceeds of the Series 20__ Bonds to the Corporation, all as more fully described in the Loan Agreement;

(c) a Bond Purchase Agreement (the “*Purchase Contract*”) among the Authority, the Borrower, and such firm or firms of municipal bond underwriters as may be approved by the Authority (with execution of the Purchase Contract constituting approval by the Authority) and

the Borrower including, without limitation, _____ (the “Underwriters”), as purchaser of the Series 20__ Bonds, providing for the sale by the Authority and the purchase by the Underwriters of the Series 20__ Bonds;

(d) Supplemental Bond Trust Indenture between the Authority and _____, as bond trustee, providing for the refunding of the Series _____ Bonds; and

[other agreements to which the Authority is a party]

WHEREAS, in connection with the issuance of the Series 20__ Bonds, the following additional documents may be executed and delivered by parties other than the Authority (collectively, the “Additional Transaction Documents”):

(a) a _____ Supplemental Master Trust Indenture between _____, a/an _____ corporation (the “Parent”), as Obligated Group Agent, or behalf of itself, the Borrower, _____, _____ and _____ (collectively, the “Members of the Obligated Group”), and _____, as master trustee (the “Master Trustee”), supplementing and amending the Amended and Restated Master Trust Indenture dated as of _____, _____ among the Parent and the other Members of the Obligated Group and the Master Trustee, providing for, among other things, the issuance thereunder of the Series 20__ Obligation (as hereinafter defined);

(b) one or more Direct Note Obligations, Series 20__ of the Parent (collectively, the “Series 20__ Obligation”), which will be pledged as security for the Series 20__ Bonds, in an aggregate principal amount equal to the aggregate principal amount of the Series 20__ Bonds and with prepayment, maturity and interest rate provisions similar to the Series 20__ Bonds; and

(c) an Official Statement, substantially in the form of the draft Preliminary Official Statement (the “Official Statement”) previously provided to and on file with the Authority, relating to the offering of the Series 20__ Bonds;

NOW, THEREFORE, BE IT RESOLVED by the Members of the Illinois Finance Authority as follows:

Section 1. Findings. Based upon the representations of the Borrower, the Authority hereby makes the following findings and determinations with respect to the Borrower, the Series 20__ Bonds to be issued by the Authority and the facilities financed or refinanced with the proceeds of the Series 20__ Bonds:

(a) The Borrower is a not-for-profit corporation organized under the laws of the State of _____ and is qualified to do business in the State of _____;

(b) The Borrower has properly filed with the Authority its request for assistance in providing funds to the Borrower and the funds will be used for the Financing Purposes, the Financing

Purposes are authorized and permitted by the Act, and the facilities financed or refinanced with the proceeds of the Series 20__ Bonds will be owned and operated by the Borrower ;

(c) The facilities to be financed or refinanced with the proceeds of the Series 20__ Bonds do not include any institution, place, or building used or to be used primarily for sectarian instruction or study or as a place for devotional activities or religious worship;

(d) The indebtedness to be refinanced with the proceeds of the Series 20__ Bonds was issued for purposes which constitute authorized and permitted purposes under the Act, all of the proceeds of such indebtedness made available to the Borrower were expended to pay, or refinance indebtedness the proceeds of which were expended to pay, a portion of the cost of a “*project*” (as defined in the Act) owned or operated by the Borrower, such refinancing is in the public interest, [and is in connection with other financings by the Authority for the Borrower] ; and

(e) The Series 20__ Bonds are being issued for a valid purpose under and in accordance with the provisions of the Act.

[Additional findings to be added in connection with projects located outside the State of Illinois as required by 20 ILCS 3501/801-55]

Section 2. Series 20__ Bonds. In order to obtain the funds to loan to the Borrower to be used for the purposes aforesaid, the Authority hereby authorizes the issuance of the Series 20__ Bonds. The Series 20__ Bonds shall be issued under and secured by and shall have the terms and provisions set forth in the Bond Indenture in an aggregate principal amount not exceeding \$_____, excluding original issue discount or premium, if any. The Series 20__ Bonds may be issued in one or more series, of which any such series may be issued in two or more subseries, with such additional series or subseries designated in such manner as approved by an Authorized Officer (as defined herein) of the Authority, which approval shall be evidenced by such Authorized Officer’s execution and delivery of the Bond Indenture.

The Series 20__ Bonds shall mature not later than __ years from the date of their issuance, may be subject to serial maturities or mandatory bond sinking fund redemption as provided in the Bond Indenture and shall bear interest at stated rates not exceeding __. __% per annum. The Series 20__ Bonds shall be subject to optional and extraordinary redemption and be payable all as set forth in the Bond Indenture.

The Series 20__ Bonds shall be issued only as fully registered bonds without coupons. The Series 20__ Bonds shall be executed on behalf of the Authority by the manual or facsimile signature of its Chairperson, Vice Chairperson, Executive Director, Treasurer, General Counsel, any person duly appointed by the Members to serve in such offices on an interim basis or otherwise authorized to act as provided by resolutions of the Authority, and any Authority employee duly authorized by the Members or the Executive Director (each an “**Authorized Officer**”) and attested by the manual or facsimile signature of its , Executive Director, Treasurer, Secretary, any Assistant Secretary, or any Authorized Officer, and may have the corporate seal of the Authority impressed manually or printed by facsimile thereon.

The Series 20__ Bonds shall be issued and sold by the Authority and purchased by the Underwriters at a purchase price of not less than __. __% of the principal amount of such Series

20__ Bonds, excluding any original issue discount or premium, if any, plus accrued interest, if any.

The Series 20__ Bonds and the interest thereon shall be limited obligations of the Authority, payable solely from the income and revenues to be derived by the Authority pursuant to the Loan Agreement (except such income and revenues as may be derived by the Authority pursuant to the Unassigned Rights (as defined in the Bond Indenture)). The Series 20__ Bonds and the interest thereon shall never constitute a general obligation or commitment by the Authority to expend any of its funds other than (i) proceeds of the sale of the Series 20__ Bonds, (ii) the income and revenues derived by the Authority pursuant to the Loan Agreement and the Series 20__ Obligation and other amounts available under the Bond Indenture and (iii) any money arising out of the investment or reinvestment of said proceeds, income, revenue or receipts.

The Authority hereby delegates to its Chairperson, Vice Chairperson, Executive Director, Treasurer, General Counsel, and any other Authorized Officer, the power and duty to make final determinations as to the Series _____ Bonds to be refunded, the principal amount, number of series or subseries of Series 20__ Bonds and any names or other designations therefor, dated date, maturities, purchase price, any mandatory sinking fund redemption dates and amounts, optional and extraordinary redemption provisions, the Underwriters of the Series 20__ Bonds, and the interest rates of each series of the Series 20__ Bonds, all within the parameters set forth herein.

Section 3. Authority Documents. The Authority does hereby authorize and approve the execution by an Authorized Officer (by manual or facsimile signature), and the delivery, performance, and use, of the Authority Documents. Each of the Secretary, any Assistant Secretary, and any Authorized Officer is hereby authorized to attest and to affix the official seal of the Authority to any Authority Document. The Authority Documents shall be substantially in the forms previously provided to and on file with the Authority and hereby approved, or with such changes therein as shall be approved by the Authorized Officer executing the same, with such execution to constitute conclusive evidence of such Authorized Officer's approval and the Authority's approval of any changes or revisions therein from such forms of the Authority Documents and the terms of the Series 20__ Bonds and the purchase thereof.

Section 4. Additional Transaction Documents. The Authority does hereby approve the execution and delivery of the Additional Transaction Documents. The Additional Transaction Documents shall be in substantially the forms provided to and on file with the Authority and hereby approved, with such changes therein as shall be approved by, or in such final forms as are approved by, the Authorized Officer of the Authority executing the Bond Indenture, with such execution to constitute conclusive evidence of such Authorized Officer's approval and the Authority's approval of the final forms of the Additional Transaction Documents or any changes or revisions therein from such forms of the Additional Transaction Documents.

Section 5. Distribution of the Preliminary Official Statement and Official Statement. The Authority does hereby approve the distribution of the Preliminary Official Statement and the Official Statement by the Underwriters in connection with the offering and sale of the Series 20__ Bonds. The Official Statement shall be substantially in the form of the draft Preliminary Official Statement provided to and on file with the Authority and hereby approved, with such changes therein as shall be approved by the Authorized Officer of the Authority executing the Bond

Indenture, with such execution to constitute conclusive evidence of such Authorized Officer's approval and the Authority's approval of the final form of the Official Statement.

Section 6. Authorization and Ratification of Subsequent Acts. The Members, officers, agents and employees of the Authority are hereby authorized and directed to do all such acts and things and to execute or accept all such documents (including, without limitation, the execution and delivery of one or more tax agreements, supplemental bond indentures, escrow agreements or other agreements providing for the payment of the Series _____ Bonds and any additional documents that may be necessary to provide for one or more additional series or subseries of Series 20__ Bonds and the acceptance of any continuing disclosure agreement of the Borrower pursuant to Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended) as may be necessary to carry out and comply with the provisions of this Bond Resolution, the Authority Documents and the Additional Transaction Documents, and all of the acts and doings of the Members, officers, agents and employees of the Authority which are in conformity with the intent and purposes of this Bond Resolution and within the parameters set forth herein, whether heretofore or hereafter taken or done, shall be and are hereby authorized, ratified, confirmed and approved. Unless otherwise provided therein, wherever in the Authority Documents or any other document executed pursuant hereto it is provided that an action shall be taken by the Authority, such action shall be taken by an Authorized Officer, or in the event of the unavailability, inability or refusal of an Authorized Officer, any two Members of the Authority, each of whom is hereby authorized, empowered, and delegated the power and duty and directed to take such action on behalf of the Authority, all within the parameters set forth herein and in the Bond Indenture.

Section 7. Severability. The provisions of this Bond Resolution are hereby declared to be severable, and if any section, phrase or provision hereof shall for any reason be declared to be invalid, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions of this Bond Resolution.

Section 8. Conflicts. All resolutions and orders, or parts thereof, in conflict herewith are hereby superseded to the extent of such conflict.

Section 9. Effectiveness. This Bond Resolution shall be in full force and effect immediately upon its passage, as provided by law.

Approved and effective this ___ day of _____ 20__ by vote as follows:

Ayes:

Nays:

Abstain:

Absent:

Vacant:

ILLINOIS FINANCE AUTHORITY

By: _____
Treasurer

ATTEST:

Secretary (or Assistant Secretary)

[SEAL]

EXHIBIT B-2
FORM OF PACE BOND RESOLUTION

RESOLUTION AUTHORIZING THE ISSUANCE IN ONE OR MORE SERIES OF NOT TO EXCEED \$ _____ IN AGGREGATE PRINCIPAL AMOUNT OF ILLINOIS FINANCE AUTHORITY TAXABLE PROPERTY ASSESSED CLEAN ENERGY REVENUE BONDS FOR PURCHASE BY [INSERT NAME OF CAPITAL PROVIDER] OR ITS DESIGNATED TRANSFEREE FOR THE PURPOSE OF FINANCING[_____]; AND AUTHORIZING AND APPROVING RELATED MATTERS

WHEREAS, the **ILLINOIS FINANCE AUTHORITY** (the “Authority”) has been created by, and exists under, the Illinois Finance Authority Act, as amended (20 ILCS 3501/801-1 *et seq.*) (the “Act”);

WHEREAS, the Authority is authorized pursuant to the Act in general and Article 825 thereof specifically, and further authorized in Section 35(a) of the Property Assessed Clean Energy Act (50 ILCS 50/5) (the “PACE Act”) to issue revenue bonds to finance, among other things, “PACE Projects” (as defined or provided for in the Act);

WHEREAS, pursuant to the PACE Act, “governmental units” (as defined in the PACE Act) may create a property assessed clean energy program (a “PACE Program”) within their respective jurisdictional boundaries known as a “PACE area” (as defined in the PACE Act, each a “PACE Area” hereunder), and may further delegate the administration of such PACE Program to a program administrator (a “Program Administrator”);

WHEREAS, pursuant to the PACE Act, a “record owner” (as defined in the PACE Act, and a “Record Owner” hereunder) of “property” (as defined in the PACE Act) within a PACE Area may apply to a governmental unit or its Program Administrator for funding to finance or refinance certain “energy projects” (as defined in the PACE Act, and “PACE Projects” as defined in the Act, which are hereafter defined as “Energy Projects”) and that the governmental unit may impose an assessment under a PACE Program pursuant to the terms of the recorded assessment contract (“Assessment Contract”) with the Record Owner of the property to be assessed;

WHEREAS, the Authority is authorized under the PACE Act to issue property assessed clean energy revenue bonds (“PACE Bonds”) or provide a warehouse fund, in each case to provide liquidity for the financing or refinancing of certain Energy Projects for Record Owners that have complied with the requirements of the PACE Act and the rules and guidelines of a PACE Program administered on behalf of or at the discretion of a governmental unit by a Program Administrator;

WHEREAS, [INSERT NAME OF CAPITAL PROVIDER], a [INSERT CORPORATE DESIGNATION] (the “Capital Provider”) wishes to purchase PACE Bonds, or have such PACE Bonds purchased by its designated transferee, secured by Assessment Contracts related to one or more PACE Programs administered on behalf of or at the direction of one or more governmental units by the related Program Administrator;

WHEREAS, such PACE Bonds shall be issued pursuant to one or more Master Indentures (each a “Master Indenture”) among the Authority, the applicable Program Administrator (if required by the scope of duties of the Program Administrator under the applicable PACE Program), the Capital Provider, and a bank or other financial institution selected by the Capital Provider or the applicable Program Administrator to serve as bond trustee (a “Bond Trustee”), setting out the parameters, terms and conditions pursuant to which a series of PACE Bonds may be issued pursuant to an Issuance Certificate (an “Issuance Certificate”) among the Authority, the applicable Program Administrator (if required as aforesaid), the Capital Provider, the applicable Bond Trustee, and an applicable servicer (if any); and

WHEREAS, PACE Bonds shall be secured by certain related Assessment Contracts assigned to the Authority by the applicable governmental unit (acting at the direction of the applicable Program Administrator or the Capital Provider) pursuant to an Assignment Agreement (an “Assignment Agreement” and together with the applicable Master Indenture and the related Issuance Certificate, the “PACE Bond Documents”), executed by the Authority and the applicable governmental unit.

NOW, THEREFORE, BE IT RESOLVED by the Members of the Illinois Finance Authority as follows:

Section 1. Bonds. In order to obtain the funds to loan to certain Record Owners party to Assessment Contracts to be used for the purposes of financing or refinancing Energy Projects, the Authority hereby authorizes the issuance of PACE Bonds subject to the terms and conditions set forth in one or more Master Indentures and the related Issuance Certificate(s) in substantially the form attached to such Master Indenture, along with the execution and delivery of Master Indentures and related Issuance Certificates in substantially the forms previously provided to and on file with the Authority, and with such changes as are permitted by Section 2 hereof. PACE Bonds shall be issued, executed and delivered under and secured by applicable Assessment Contracts (“Assigned Contracts”) assigned to the Authority pursuant to one or more Assignment Agreements, and shall have the terms and provisions set forth in the applicable Master Indenture and an applicable Issuance Certificate, subject to the following limitations:

- (a) the aggregate principal amount of PACE Bonds that may be issued pursuant to one or more Master Indentures and any related Issuance Certificates and purchased by the Capital Provider as “Initial Purchaser” (as defined in the applicable Master Indenture) or its “Designated Transferee” (as defined and identified in any related Issuance Certificate) (collectively, the “PACE Bond Purchaser”) shall not exceed \$ _____;
- (b) the PACE Bonds for sale to the PACE Bond Purchaser may be issued in one or more series, of which any such series may be issued in two or more subseries, with such additional series or subseries designated in such manner as approved by an Authorized Officer (as defined herein) of the Authority, which approval shall be evidenced by such Authorized Officer’s execution and delivery of a Master Indenture and applicable Issuance Certificate;
- (c) no PACE Bonds for sale to the PACE Bond Purchaser shall have a maturity later than [40] years from the date of their issuance or such shorter period set forth in the applicable Master

Indenture securing such PACE Bonds, provided the PACE Bonds may be subject to serial maturities or mandatory bond sinking fund redemptions as provided in the applicable Master Indenture and applicable Issuance Certificate pursuant to which PACE Bonds are issued;

- (d) no PACE Bonds for sale to the PACE Bond Purchaser shall bear interest at stated rates exceeding % per annum;
- (e) no PACE Bonds for sale to the PACE Bond Purchaser shall be issued pursuant to a Master Indenture and a related Issuance Certificate after the date that is three (3) years after the date of approval of this Resolution without further authorization to act as provided by one or more resolutions of the Authority;
- (f) PACE Bonds for sale to the PACE Bond Purchaser shall be subject to optional, mandatory and extraordinary redemption and be payable all as set forth in the applicable Master Indenture and the applicable Issuance Certificate;
- (g) PACE Bonds for sale to the PACE Bond Purchaser shall be issued only as fully registered bonds without coupons;
- (h) PACE Bonds for sale to the PACE Bond Purchaser shall be executed on behalf of the Authority by the manual or facsimile signature of its Chairperson, Vice Chairperson, Executive Director, Treasurer, General Counsel, any person duly appointed by the Members to serve in such offices on an interim basis, and by any Authority employee duly authorized by the Members or the Authority's Executive Director (each an "**Authorized Officer**") and attested by the manual or facsimile signature of its Secretary, any Assistant Secretary, or an Authorized Officer, and may have the corporate seal of the Authority impressed manually or printed by facsimile thereon; and
- (i) PACE Bonds for sale to the PACE Bond Purchaser shall be issued by the Authority for the consideration set forth in the applicable Master Indenture and applicable Issuance Certificate at par value.

Any PACE Bonds for sale to the PACE Bond Purchaser issued pursuant to a Master Indenture and any applicable Issuance Certificate and the interest thereon shall be limited obligations of the Authority, payable solely from the income and revenues to be derived by the Authority pursuant to the Assigned Contracts and certain amounts on deposit with the applicable Bond Trustee under the applicable Master Indenture. PACE Bonds for sale to the PACE Bond Purchaser issued pursuant to a Master Indenture and any applicable Issuance Certificate and the interest thereon shall never constitute a general obligation or commitment by the Authority to expend any of its funds other than (i) proceeds of the sale of such PACE Bonds, (ii) the income and revenues derived by the Authority pursuant to Assigned Contracts and other amounts available under the applicable Master Indenture and any applicable Issuance Certificate and (iii) any money arising out of the investment or reinvestment of said proceeds, income, revenue or receipts.

The Authority hereby delegates to the Chairperson, Vice Chairperson, Executive Director, Treasurer, General Counsel, and any other Authorized Officer the power and duty to make final determinations as to the PACE Bonds to be issued and sold to the PACE Bond Purchaser, including but not limited to, the principal amount, number of series or subseries of such PACE Bonds and any names or other designations therefor, dated date, maturities, purchase price, any mandatory sinking fund redemption dates and amounts, optional and extraordinary redemption provisions, and the interest rates of each series or subseries of such PACE Bonds, each series or subseries of which may be issued or sold on separate dates pursuant to separate Master Indentures and related Issuance Certificates, and further to issue, execute and deliver such PACE Bonds pursuant to a Master Indenture and related Issuance Certificate, all within the parameters set forth herein.

Section 2. PACE Bond Documents. The Authority does hereby authorize and approve the execution (by manual or facsimile signature) by its Chairperson, Vice Chairperson, Executive Director, General Counsel, Treasurer, and any other Authorized Officer, and the delivery, performance, and use, of the PACE Bond Documents and any amendments, supplements, modifications and waivers with respect to the Assigned Contracts (together with the PACE Bond Documents, the “PACE Program Documents”). The Secretary, any Assistant Secretary, and any Authorized Officer of the Authority is hereby authorized to attest and to affix the official seal of the Authority to any PACE Program Document. The definitive PACE Program Documents shall be substantially in the forms previously provided to and on file with the Authority, or with such changes therein as shall be approved by the Authorized Officer of the Authority executing the same, with such execution and delivery to constitute conclusive evidence of such Authorized Officer’s approval and the Authority’s approval of any changes or revisions therein from such forms of the PACE Program Documents and to constitute conclusive evidence of such Authorized Officer’s approval and the Authority’s approval of the terms of any PACE Bonds issued pursuant to the PACE Program Documents and the purchase thereof.

Section 3. Authorization and Ratification of Subsequent Acts. The Members, officers, agents and employees of the Authority are hereby authorized and directed to do all such acts and things and to execute or accept all such documents (including, without limitation, the execution and delivery of one or more supplemental bond indentures, escrow agreements, servicing agreements, or other agreements providing for the security and/or payment of the PACE Bonds and any additional documents that may be necessary to provide for one or more additional series or subseries of PACE Bonds) as may be necessary to carry out and comply with the provisions of these resolutions, the PACE Program Documents, and all of the acts and doings of the Members, officers, agents and employees of the Authority which are in conformity with the intent and purposes of these resolutions and within the parameters set forth herein, whether heretofore or hereafter taken or done, shall be and are hereby authorized, ratified, confirmed and approved. Unless otherwise provided therein, wherever in the PACE Program Documents or any other document executed pursuant hereto it is provided that an action shall be taken by the Authority, such action shall be taken by an Authorized Officer, or in the event of the unavailability, inability or refusal of an Authorized Officer, any two Members of the Authority, each of whom is hereby authorized, empowered, and delegated the power and duty and directed to take such action on behalf of the Authority, all within the parameters set forth herein and in the PACE Program Documents.

Section 4. Severability. The provisions of this PACE Bond Resolution are hereby declared to be severable, and if any section, phrase, or provision hereof shall for any reason be declared to be invalid, such declaration shall not affect the validity of the remainder of the sections, phrases, and provisions of this PACE Bond Resolution.

Section 5. Conflicts. All resolutions and orders, or parts thereof, in conflict herewith are hereby superseded to the extent of such conflict.

Section 6. Effectiveness. This PACE Bond Resolution shall be in full force and effect immediately upon its passage, as provided by law.

Approved and effective this ___ day of _____ 20__ by vote as follows:

Ayes:

Nays:

Abstain:

Absent:

Vacant:

ILLINOIS FINANCE AUTHORITY

By: _____
Treasurer

ATTEST:

Secretary (or Assistant Secretary)
[SEAL]

EXHIBIT C-1
FORM OF TEFRA HEARING NOTICE (AUTHORITY BOND ISSUES)

NOTICE OF PUBLIC HEARING

Notice is hereby given that on _____, _____, 20__ at 9:00 a.m., Central Time, a public hearing will be held before the Treasurer of the Illinois Finance Authority (the "Authority"), or the Treasurer's designee, in Suite 501 of the law office of Hart, Southworth & Witsman, One North Old State Capitol Plaza, Springfield, Illinois 62701, as required by Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), regarding a plan of finance for the Authority to issue its revenue bonds, in one or more series, in a maximum aggregate principal amount of not to exceed \$_____ (the "Bonds"). In addition, the public hearing will be simultaneously accessible by residents, taxpayers and other interested persons telephonically on _____, _____, 20__ at 9:00 a.m., Central Time, by dialing into the toll-free telephone conference line number: (844) 875-7777, and entering access code: 5002925.

The proceeds of the Bonds will be loaned to _____, a/an _____ (the "Borrower"), and will be used to **[insert project description and use of proceeds]**.

The initial owner, operator or manager of the facilities being financed or refinanced with the proceeds of the Bonds is the Borrower. A general functional description, and the location of each such facility to be financed or refinanced with the proceeds of the Bonds are listed below.

1. _____
2. _____
3. _____

The Bonds will be issued as [_____] bonds pursuant to Section [_____] of the Code [e.g., as qualified 501(c)(3) bonds pursuant to Section 145 of the Code].

The Bonds are special, limited obligations of the Authority, payable solely out of the revenues and other funds pledged and assigned for their payment in accordance with one or more agreements to be entered into between the Borrower and the Authority and one or more trust indentures pursuant to which the Bonds will be issued. The Bonds will not constitute a debt of the Authority, the State of Illinois or any political subdivision thereof within the meaning of any provisions of the Constitution or statutes of the State of Illinois or a pledge of the faith and credit of the Authority, the State of Illinois or any political subdivision thereof or grant to the owners thereof any right to have the Authority, the State of Illinois or any political subdivision of the State of Illinois levy any taxes or appropriate any funds for the payment of the Bonds. The Authority has no taxing power.

This notice of public hearing is required by Section 147(f) of the Code. At the time and place set for the public hearing, residents, taxpayers, and other interested persons will be given the opportunity to express their views for or against the proposed plan of finance[, the project,] and the issuance of the Bonds. In addition, residents, taxpayers, and other interested persons that attend the public hearing telephonically by dialing into the toll-free telephone conference line number

EXHIBIT C-2
FORM OF TEFRA HEARING NOTICE (HOST APPROVALS)

NOTICE OF PUBLIC HEARING

Notice is hereby given that on _____, _____, 20__ at 9:00 a.m., Central Time, a public hearing will be held before the Treasurer of the Illinois Finance Authority (the "Authority"), or the Treasurer's designee, in Suite 501 of the law office of Hart, Southworth & Witsman, One North Old State Capitol Plaza, Springfield, Illinois 62701, as required by Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), regarding a plan of finance by **[insert name of issuer]** (the "Issuer") to issue its revenue bonds, in one or more series, in a maximum aggregate principal amount of not to exceed \$_____ (the "Bonds"). In addition, the public hearing will be simultaneously accessible by residents, taxpayers and other interested persons telephonically on _____, _____, 20__ at 9:00 a.m., Central Time, by dialing into the toll-free telephone conference line number: (844) 875-7777, and entering access code: 5002925.

The proceeds of the Bonds will be loaned to _____, a/an _____ (the "Borrower"), and will be used to **[insert project description and use of proceeds]**.

The initial owner, operator or manager of the facilities being financed or refinanced with the proceeds of the Bonds is the Borrower. A general functional description, and the location of each such facility to be financed or refinanced with the proceeds of the Bonds are listed below.

1. _____
2. _____
3. _____

The Bonds will be issued as [_____] bonds pursuant to Section [_____] of the Code [e.g., as qualified 501(c)(3) bonds pursuant to Section 145 of the Code].

The Bonds are special, limited obligations of the Issuer, payable solely out of the revenues and other funds pledged and assigned for their payment in accordance with one or more agreements to be entered into between the Borrower and the Issuer and one or more trust indentures pursuant to which the Bonds will be issue. This public hearing does not impose any liability, financial or otherwise, on the Authority or the State of Illinois or any political subdivision thereof or in any way involve the Authority or the State of Illinois or any political subdivision thereof in the issuance of the Bonds, but is an accommodation by the Authority to satisfy the requirements of Section 147(f) of the Code for the issuance of the Bonds by the Issuer.

This notice of public hearing is required by Section 147(f) of the Code. At the time and place set for the public hearing, residents, taxpayers and other interested persons will be given the opportunity to express their views for or against the proposed plan of finance and the issuance of the Bonds. In addition, residents, taxpayers and other interested persons that attend the public hearing telephonically by dialing into the toll-free telephone conference line number noted above will be given the opportunity to express their views for or against the proposed plan of finance and

EXHIBIT C-3
FORM OF TEFRA HEARING NOTICE CERTIFICATE OF PUBLICATION

CERTIFICATE OF PUBLICATION

This Certificate of Publication is executed this day for the purposes of demonstrating compliance with Section 147(f) of the Internal Revenue Code of 1986, as amended (the “Code”) and applicable Treasury Regulations (the “Regulations”). The undersigned, as a duly qualified and appointed representative of the Illinois Finance Authority (the “Authority”), hereby certifies as follows:

1. A Notice of Public Hearing, containing the language attached as *Enclosure A* (the “Public Notice”), with respect to a plan of finance (the “Financing”), including the issuance of the Bonds identified in the Public Notice (the “Bonds”) and financing and/or refinancing of the project described therein (the “Project”), was electronically posted on the Authority’s primary website address of <https://www.il-fa.com> on _____, 20__.

2. The Public Notice was posted under the “TEFRA Hearing Notices” link found under the “Public Access” section on the homepage of Authority’s website, which is used to inform the general public about events that could affect them, and which is clearly identified and accessible to members of the general public seeking information concerning the Financing, including the issuance of the Bonds, and the Project. Attached as *Enclosure B* are screenshots of the following from the Authority’ website on _____, 20__ : (i) the homepage showing the main link to the public notices, (ii) the page “TEFRA Hearing Notices,” showing a list of notices of TEFRA public hearings posted, (iii) the complete copy of the Public Notice posted on the website.

3. The Authority will keep this Certificate of Publication as part of its books and records (which may be satisfied by keeping a copy of the transcript relating to the Bonds).

4. The Public Notice remained continuously posted on the Authority’s website for the entire period of at least seven (7) days from the date of the original publication described in Section 1 above until the hearing date described in the Public Notice. The Authority held the hearing as described in the Public Notice on the date and at the time as described therein.

5. Following the hearing, the Authority submits the request for approval of the Financing, the Bonds and the Project to the Governor of the State of Illinois as required by Section 147(f) of the Code and the Regulations related thereto.

Dated this ____ day of _____, 20__.

ILLINOIS FINANCE AUTHORITY

By _____
Treasurer

ENCLOSURE A
PUBLIC NOTICE

ENCLOSURE B

SCREENSHOTS OF WEBSITE

EXHIBIT D
FORM OF INVESTOR LETTER (NON-PACE BONDS)

[LETTERHEAD OF INVESTOR]

[Date]

Illinois Finance Authority _____ ,
160 North LaSalle Street as Bond Trustee
Suite S-1000
Chicago, IL 60601 _____ , _____

Re: \$ _____ Illinois Finance Authority Revenue Bonds, Series _____
(_____) (the “Bonds”)

Ladies & Gentleman:

The undersigned, on behalf of _____ (the “Investor”), hereby represents and warrants to you as follows:

1. The Investor proposes to purchase [a portion of] the Bonds. The Investor understands that the Bonds have not been registered under the Securities Act of 1933, as amended (the “1933 Act”), or the securities laws of any state, and will be sold to the Investor in reliance upon certain exemptions from registration and in reliance upon the representations and warranties of the Investor set forth herein. Capitalized terms used herein shall have the meanings given to them in the Bond Trust Indenture dated as of _____ 1, 20__ (the “Bond Indenture”) between the Illinois Finance Authority (the “Authority”) and _____, as bond trustee (the “Bond Trustee”).

2. The Investor has sufficient knowledge and experience in business and financial matters in general, and investments such as the Bonds in particular, and is capable of evaluating the merits and risks involved in an investment in the Bonds. The Investor is able to bear the economic risk of, and an entire loss of, an investment in the Bonds.

3. The Investor acknowledges it has had an opportunity to ask questions of and has received answers from _____, an Illinois not-for-profit corporation (the “Borrower”); and it has received from the Borrower all information and materials which it regards as necessary to evaluate all merits and risks of its investment. [The Investor has not received nor relied upon any offering or disclosure document with respect to the Bonds in making its decision to purchase the Bonds.]

4. The Investor acknowledges and understands that an investment in the Bonds involves a high degree of risk regarding, among other things, the payment of current interest and the payment of principal on the Bonds.

5. The Investor has authority to purchase the Bonds and to execute this letter and any other instruments and documents required to be executed by the Investor in connection with the purchase of the Bonds.

6. The Investor understands and acknowledges that (i) under no circumstances shall the Bonds and the interest thereon be or become an indebtedness or obligation of the State of Illinois (the “*State*”), within the purview of any constitutional or statutory limitation or provision, or a charge against the credit of, or a pledge of the taxing power of, the State or any political subdivision thereof, (ii) the Bonds shall be limited obligations of the Authority, and no taxes are required to be levied for the payment of principal, premium, if any, and interest on the Bonds; such principal of, premium, if any, and interest on the Bonds being payable (except as otherwise provided in the Bond Indenture) solely out of moneys to be received by the Authority as proceeds from the sale of the Bonds or payments or prepayments to be made on the obligations pledged under the Bond Indenture, from amounts payable under the Loan Agreement, from certain amounts on deposit with the Bond Trustee pursuant to the Bond Indenture and from certain income, if any, from the temporary investment of any of the foregoing and (iii) the Authority does not have the power to levy taxes for any purpose whatsoever, including, but not limited to payment of principal of, premium, if any, and interest on the Bonds. The Investor also acknowledges that the Bonds do not represent general obligations of the Authority, the State of Illinois or any political subdivision thereof. The Investor understands that the Bonds are not payable from taxes or any moneys provided by or to the Authority, other than those described in the Bond Indenture.

7. The Investor acknowledges and understands that the Bonds: (i) have not been and will not be registered or otherwise qualified for sale under the “Blue Sky” laws and regulations of any jurisdiction, (ii) will not be listed on any stock or other securities exchange, (iii) will not be readily marketable[, and (iv) will carry no rating from any rating agency].

8. The Investor is purchasing the Bonds solely for its own account for investment purposes and has no intention to resell or transfer all or any portion of, or interest in, the Bonds; provided that the Investor reserves the right to transfer or dispose of the Bonds at any time, and from time to time, in its complete and sole discretion, subject, however, to the restrictions described in this paragraph 8 and paragraphs 9 and 10 of this letter. Under no circumstances will the Bonds (or any portion thereof) become a part of any securitization whereby beneficial interests in the Bonds are offered and sold to downstream investors as a separate security; provided, however, that, subject to and in compliance with the provisions of this paragraph 8 and paragraphs 9 and 10 of this letter, the Investor may sell or transfer the Bonds (or any portion thereof) so long as in “Authorized Denominations” (as defined in the Bond Indenture) to an entity:

(a) that is an “Affiliate” of the Investor (as defined below); or

(b) that is a trust or other custodial arrangement (“*Investor Trust*”) established by the Investor or one of its Affiliates, under the terms of which (i) the owners of any beneficial interest therein are limited to “qualified institutional buyers” or institutional “accredited investors” (each as defined in paragraph 10 of this letter) and (ii) such beneficial interests are in “Authorized Denominations” (as defined in the Bond Indenture) and each such owner of any beneficial interest has the ability to bear the economic risks of owning beneficial interest in the Investor Trust.

“*Affiliate*” for purposes of this letter means any entity that is a “qualified institutional buyer” within the meaning of Rule 144A promulgated under the 1933 Act that directly or indirectly through one or more intermediaries, controls, or is controlled by or is under common control with,

the Investor (an entity is deemed to control another entity for purposes of this definition if such first entity possesses, directly or indirectly, the power to direct or cause the direction of, the management and policies for the second entity, whether through ownership for voting securities, voting rights, membership, common directors, trustees or officers, by contract or otherwise).

9. The Investor agrees that it will only offer, sell, pledge, transfer or exchange the Bonds (or any legal or beneficial interest therein) in whole or in “Authorized Denominations” (as defined in the Bond Indenture), and then only (i) in accordance with an available exemption from the registration requirements of Section 5 of the 1933 Act, and (ii) in accordance with any applicable state securities laws.

10.

[FOR LIMITED PUBLIC OFFERING TRANSACTIONS][The Investor is [an institutional “accredited investor” within the meaning of Regulation D, Section 501 through 506 of the 1933 Act][a “qualified institutional buyer” within the meaning of Rule 144A promulgated under the 1933 Act] and understands and acknowledges that the Bonds may be offered, resold, pledged or transferred only (i) to an Affiliate of the Investor, an Investor Trust, an institutional “accredited investor” within the meaning of Regulation D, Section 501 through 506 of the 1993 Act or a “qualified institutional buyer” within the meaning of Rule 144A promulgated under the 1933 Act, and (ii) in compliance with the Bond Indenture. The Investor understands and acknowledges that any and all subsequent offers, resales, pledges or transfers by an Affiliate of the Investor or an Investor Trust as described in this paragraph 10 remain subject to the preceding requirements of this paragraph 10.]

[FOR PRIVATE PLACEMENT TRANSACTIONS][The Investor is [an institutional “accredited investor” within the meaning of Regulation D, Section 501 through 506 of the 1933 Act][a “qualified institutional buyer” within the meaning of Rule 144A promulgated under the 1933 Act] and understands and acknowledges that the Bonds may be offered, resold, pledged or transferred only (i) to an Affiliate of the Investor, an Investor Trust, an institutional “accredited investor” within the meaning of Regulation D, Section 501 through 506 of the 1993 Act or a “qualified institutional buyer” within the meaning of Rule 144A promulgated under the 1933 Act, which institutional accredited investor or qualified institutional buyer, as the case may be, that is not an Affiliate of the Investor nor an Investor Trust executes and delivers to the Authority an “investor letter” in the form of this letter unless a voluntary continuing disclosure agreement executed by the Borrower relating to the “Project” (as defined in the Bond Indenture) and the Borrower remains in place after the issuance of the Bonds, and (ii) in compliance with the Bond Indenture. The Investor understands and acknowledges that any and all subsequent offers, resales, pledges or transfers by an Affiliate of the Investor or an Investor Trust as described in this paragraph 10 remain subject to the preceding requirements of this paragraph 10.]

[FOR DIRECT PURCHASE TRANSACTIONS][The Investor is [an institutional “accredited investor” within the meaning of Regulation D, Section 501 through 506 of the 1933 Act][a “qualified institutional buyer” within the meaning of Rule 144A promulgated under the 1933 Act] and understands and acknowledges that the Bonds may be offered,

resold, pledged or transferred only (i) to an Affiliate of the Investor, an Investor Trust, an institutional “accredited investor” within the meaning of Regulation D, Section 501 through 506 of the 1933 Act or a “qualified institutional buyer” within the meaning of Rule 144A promulgated under the 1933 Act, which institutional accredited investor or qualified institutional buyer, as the case may be, that is not an Affiliate of the Investor nor an Investor Trust executes and delivers to the Authority an “investor letter” in the form of this letter, and (ii) in compliance with the Bond Indenture. The Investor understands and acknowledges that any and all subsequent offers, resales, pledges or transfers by an Affiliate of the Investor or an Investor Trust as described in this paragraph 10 remain subject to the preceding requirements of this paragraph 10.]

11. In entering into this transaction, the Investor, Affiliate of the Investor or Investor Trust is not relying upon any representations or opinions made by the Authority or its counsel relating to the legal or financial consequences or other aspects of the transaction, nor has the Investor, Affiliate of the Investor or Investor Trust looked to, nor expected, the Authority to undertake or require any credit investigation or due diligence reviews relating to the Borrower, its financial condition or business operations, the Borrower's facilities (including the financing, operation or management thereof), or any other matter pertaining to the merits or risks of the transaction, or the adequacy of any collateral pledged to secure repayment of the Bonds.

12. The Investor hereby indemnifies the Authority and the Bond Trustee against any failure by the Investor, an Affiliate of the Investor or an Investor Trust to transfer the Bonds in accordance with the restrictions relating thereto set forth in the Bonds, the Bond Indenture and herein.

By: _____

Its: _____

EXHIBIT E-1
FORM OF CERTIFICATE OF THE AUTHORITY (NON-PACE BONDS)

This closing certificate is delivered to you simultaneously with the purchase of and payment for \$ _____ in aggregate principal amount of _____ Revenue Bonds (_____) Series 20__ (the “Bonds”) of the Illinois Finance Authority (the “Authority”). The Bonds are issued under and pursuant to the terms and provisions of the Trust Indenture dated as of _____, 20__ (the “Indenture”) between the Authority and _____, as trustee (the “Trustee”). Terms not otherwise defined herein shall have the meanings set forth in the Indenture. The undersigned, Treasurer and Secretary (or Assistant Secretary), respectively, of the Authority, acting for the Authority, do hereby certify as follows:

1. They are the duly appointed, qualified and acting Treasurer and Secretary (or Assistant Secretary), respectively, of the Authority and as such Treasurer and Secretary (or Assistant Secretary) are familiar with the books and corporate records of the Authority

2. Attached hereto as Exhibit A is a true, complete and correct copy of a resolution duly approved by an affirmative vote of at least eight (8) members of the Authority voting at a duly called meeting of the members of the Authority held on _____, 20__, at which a quorum was present and acting throughout (the “Inducement Resolution”); such Inducement Resolution is in full force and effect and has not been altered, amended or repealed as of the date hereof; said meeting was duly called in accordance with law and the Bylaws of the Authority; and notice of said meeting, including the agenda therefore, in the form attached hereto as Exhibit B, was given to the media and was posted at the principal office of the Authority at least 48 hours before the time of the meeting and remained as posted until the meeting was held. Copies of each notice were mailed to all persons, if any, who had submitted a request for it. **[This paragraph should be removed if no Inducement Resolution exists, or it is not relevant. If removed, other paragraph and exhibit references should be revised, as appropriate.]**

3. Attached hereto as Exhibit C is a true, complete and correct copy of a resolution duly approved by an affirmative vote of at least eight (8) members of the Authority voting at a duly called meeting of the members of the Authority held on _____, 20__, at which a quorum was present and acting throughout (the “Bond Resolution”); the Bond Resolution is in full force and effect and has not been altered, amended or repealed as of the date hereof; said meeting was duly called in accordance with law and the Bylaws of the Authority; and notice of said meeting, including the agenda therefor, in the form attached hereto as Exhibit D, was given to the media and was posted at the principal office of the Authority at least 48 hours before the time of the meeting and remained so posted until the meeting was held. Copies of each notice were mailed to all persons, if any, who had submitted a request for it.

4. The following described instruments, as executed and delivered by the [Chairperson, Vice Chairperson, Executive Director, Treasurer, General Counsel, any person duly appointed by the members to serve in such offices on an interim basis or otherwise authorized to act as provided by resolutions of the Authority, and any Authority employee duly authorized by the members or the Executive Director (each an “**Authorized Officer**”),] and attested by the Secretary (or Assistant Secretary) [or other Authorized Officer] of the Authority, are in substantially the same form and text as the copies of such instruments which were previously

provided to and on file with the Authority at the meeting referred to in paragraph [2][3] above, with such changes and revisions as have been approved by said Authorized Officers in conformity with the Bond Resolution:

<u>Instrument</u>	<u>Date</u>	<u>Other Parties</u>
Loan Agreement	___ __, 20__	_____, (the “Borrower”)
Trust Indenture	___ __, 20__	Trustee
Bond Purchase Agreement	___ __, 20__	_____, (the “Underwriter”) and Borrower

The instruments set forth above, together with the Arbitrage and Tax Compliance Agreement dated as of _____, 20__ among the Authority, Borrower and Trustee, are sometimes collectively referred to as the “Authority Documents.” **[Other documents may be added as needed, and as approved by Public Finance Counsel.]**

5. A schedule of the names of the incumbent members of the Authority and their terms of office is set out in Exhibit E attached hereto. The members listed in such Exhibit were in office on the date of the meeting(s) set forth in paragraph(s) [2][3] above. The undersigned are the Treasurer and Secretary (or Assistant Secretary), respectively, of the Authority and are, on the date hereof, the duly appointed and qualified incumbents of the offices of the Authority set opposite their respective names. The signatures appearing at the right of their respective names are the true and genuine signatures of said officers.

6. The Treasurer and the Secretary (or Assistant Secretary) of the Authority did manually execute and attest, respectively, on behalf of the Authority, the Authority Documents and the Chairperson, Vice Chairperson, Executive Director, Treasurer, or General Counsel [, or other Authorized Officer(s)] did manually or by facsimile signature execute and the Secretary (or Assistant Secretary) [or other Authorized Officer] manually attest the Bonds issued under the Bond Resolution, as more fully described in paragraph 7 herein. The official seal of the Authority has been affixed to, impressed or printed on, the Bonds and impressed on this Closing Certificate.

7. The Bonds are being issued in registered form, numbered ___ and dated _____, 20__, maturing as to principal and bearing interest as provided therein and in the Indenture, such principal and interest being payable as set forth therein and in the Indenture.

8. Attached hereto as Exhibit F is a true, complete and correct copy of the Bylaws of the Authority which were in full force and effect on the dates of the meeting[s] of the members of the Authority referred to in paragraph[s] 2 [and 3] above, and which [is/are] presently in effect.

9. To our knowledge, except as otherwise noted herein, no amendments to the Illinois Finance Authority Act (the “Act”) the effect of which would adversely affect the issuance of the Bonds, have become law subsequent to _____, 20__, the date of the approval of the Bond Resolution.

10. The Authority has duly authorized, executed and delivered by all necessary action, the Bonds and each of the Authority Documents, and as of the date hereof, each is in full force and effect and constitutes the valid, binding and enforceable obligation of the Authority. The obligations of the Authority and the enforceability thereof with respect to the Authority Documents are subject, in part, to the provisions of the bankruptcy laws of the United States of America and to other applicable bankruptcy, insolvency, reorganization, moratorium of similar laws relating to or affecting the enforcement of creditor's rights generally, now or hereafter in effect. Certain of the obligations of the Authority and the enforcement thereof, contained in the Bonds and the Authority Documents are also subject to general equity principles which may limit the specific enforcement of certain remedies, but which do not affect the validity of such documents. The Authority has duly approved for use and distribution the Official Statement dated _____, 20__ relating to the Bonds (the "Official Statement"). **[References to "Official Statement" should be replaced with Offering Memorandum, Limited Offering Memorandum or similar disclosure document, or be replaced with Information Statement, Private Placement Memorandum or similar document. The final sentence of this paragraph should be deleted if not applicable.]**

11. Any certificate signed by an Authorized Officer of the Authority and delivered to the purchaser of the Bonds shall be deemed a representation and warranty by the Authority as to the statements made by the Authority therein.

12. The representations and warranties of the Authority contained in the Indenture, the Loan Agreement and the Bond Purchase Agreement are true and correct in all material respects on and as of the date hereof with the same effect as if made on the date hereof.

13. The Authority has complied in all material respects with all covenants and satisfied in all material respects all conditions and terms of the Indenture, the Loan Agreement and the Bond Purchase Agreement on its part to be complied with or satisfied at or prior to the date hereof.

14. No action, suit, proceeding or investigation, at law or in equity, before or by any court, any governmental agency, authority, body, board or arbitrator or any public board or body is pending (as to which authority has received service of process) or, to the Authority's actual knowledge, threatened (a) in any way seeking to restrain or enjoin the issuance, sale or delivery of any of the Bonds or the payment, collection or application of the proceeds thereof or the payments of other receipts, revenues or income or other properties pledged or to be pledged under the Indenture and the Loan Agreement, (b) in any way contesting, questioning or affecting the validity, issuance or delivery of the Bonds or the authority of the Authority to issue, to deliver or to secure the Bonds in the manner provided in the Indenture and the Act or the proceedings of the Authority under which the Bonds were issued, or the validity of, or the Authority's power to engage in any of the transactions contemplated by, the Authority Documents, the Bond Resolution or the Bonds, (c) in any way questioning or contesting the creation, the organization, the existence or the powers of the Authority, (d) in any way contesting the title of any of the present members or other officials of the Authority to their respective offices, or (e) in any way contesting or questioning the exclusion from federal gross income of the owners of interest paid on the Bonds.

15. As of the date hereof, the Authority has no actual knowledge of an event of default by the Authority, as specified in any of the Authority Documents, and no event which, with the

giving of notice or the lapse of time, or both, would become such an event of default under any of the Authority Documents, occurring.

16. The receipts, revenues and income to be derived from the Loan Agreement and assigned and pledged under the Indenture, have not been assigned, pledged or hypothecated by the Authority except to the Trustee in the manner set forth in the Indenture for the payment of the Bonds.

17. The meetings of the Authority referred to in paragraph(s) 2 [and 3] above have been open to the public and held in accordance with procedures adopted by the Authority, the Bylaws of the Authority and the Illinois Open Meetings Act, as supplemented and amended.

18. The execution, delivery and performance of the Authority Documents and the issuance and sale of the Bonds will not violate the Bylaws of the Authority or any resolution or proceedings of the Authority, or any judgment, order, rule or regulation of any court or of any public or governmental agency or authority applicable to the Authority (other than federal and state securities and arbitrage laws and regulations, as to which no statement is made), and will not conflict with, violate or result in a material breach of any of the provisions of, or constitute a default under any indenture, mortgage, deed of trust or other agreement or instrument to which the Authority is a party, or by which it or its properties are bound.

19. All approvals, consents, authorizations and orders required to be obtained by the Authority in connection with the issuance, sale and delivery of the Bonds and the execution, delivery and performance of, and the consummation of the transactions contemplated by, the Authority Documents have been duly obtained as required by law (provided, however, no representation is made as to any federal and state securities laws).

20. [FOR TEFRA HEARINGS WITH AUTHORITY WEBSITE PUBLICATION OF HEARING NOTICES] Attached hereto as Exhibit G is a Certificate of Publication evidencing the electronic posting of a notice of public hearing regarding the Bonds and financing and/or refinancing of the Project on the Authority's website on _____, 20___.] [FOR NEWSPAPER PUBLICATION][Attached hereto as Exhibit G is a publisher's affidavit with newspaper clipping attached, evidencing publication on _____, 20__ of a notice of a public hearing in _____, a newspaper qualified by law to publish legal notices in [location of Project] of the State of Illinois.] Attached hereto as Exhibit H is a true, complete and correct copy of the minutes of a public hearing held in compliance with Section 147(1) of the Internal Revenue Code of 1986, as amended (the "Code"), on _____, 20__, by the designee of the Treasurer of the Authority, relating to the Bonds and financing and/or refinancing of the Project. Attached hereto as Exhibit I is a true, complete and correct copy of the approval of the Governor of the State of Illinois of the Project and the financing thereof through the issuance of the Bonds, pursuant to Section 147(f) of the Code. **[All applicable newspapers should be listed in the first sentence of this paragraph if utilizing newspaper publication for notice. This paragraph should be deleted if not applicable.]**

21. As of the date hereof, the Authority does not have bonds and notes outstanding for any of its corporate purposes, including the Bonds, in an aggregate principal amount exceeding

\$28,150,000,000, excluding bonds and notes issued to refund outstanding bonds and notes of the Authority or a predecessor authority.

22. To the actual knowledge of the undersigned, those portions of the Official Statement captioned "THE AUTHORITY" and "LITIGATION - The Authority" do not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading, and no event affecting the Authority has occurred since the date of the Official Statement that is required to be disclosed in the Official Statement for the purposes for which it and said portions are to be used, or that is necessary to be disclosed therein to make the statements and information therein, in light of the circumstances under which they were made, not misleading in any material respect. **[References to "Official Statement" should be replaced with Offering Memorandum, Limited Offering Memorandum or similar disclosure document, or be replaced with Information Statement, Private Placement Memorandum or similar document. This paragraph should be deleted if not applicable.]**

IN WITNESS WHEREOF, the undersigned have hereunto set their signatures and affixed the official seal of the Authority this ___ day of _____, 20__.

ILLINOIS FINANCE AUTHORITY

By: _____
Treasurer

By: _____
Secretary (or Assistant Secretary)

[Seal]

EXHIBIT E-2
FORM OF CERTIFICATE OF THE AUTHORITY (PACE BONDS)

This closing certificate is delivered to you simultaneously with the purchase of and payment for \$ _____ in aggregate principal amount of Illinois Finance Authority Taxable Property Assessed Clean Energy Revenue Bonds ([Name of Administrator]) Series __ (the "PACE Bonds") of the Illinois Finance Authority (the "Authority"). The PACE Bonds are issued under and pursuant to the terms and provisions of the Master Indenture dated as of _____, 20__ (the "Master Indenture") among the Authority, [Name of Capital Provider], as initial purchaser (the "Initial Purchaser") and [Name of Trustee], as trustee (the "Trustee"). Terms not otherwise defined herein shall have the meanings set forth in the Master Indenture. The undersigned, Treasurer and Secretary (or Assistant Secretary), respectively, of the Authority, acting for the Authority, do hereby certify as follows:

1. They are the duly appointed, qualified and acting Treasurer and Secretary (or Assistant Secretary), respectively, of the Authority and as such Treasurer and Secretary (or Assistant Secretary) are familiar with the books and corporate records of the Authority.

2. Attached hereto as Exhibit A is a true, complete and correct copy of a PACE Bond Resolution authorizing the issuance in one or more series of not to exceed \$ _____ aggregate principal amount of Taxable Property Assessed Clean Energy Revenue Bonds for purchase by the Initial Purchaser or its designated transferee, duly approved by an affirmative vote of at least eight (8) members of the Authority voting at a duly called meeting of the members of the Authority held on _____, at which a quorum was present and acting throughout (the "PACE Bond Resolution"). The PACE Bond Resolution is in full force and effect and has not been altered, amended or repealed as of the date hereof. Said meeting was duly called in accordance with law and the By-laws of the Authority; and notice of said meeting, including the agenda therefor, in the form attached hereto as Exhibit B, was given to the media and was posted at the principal office of the Authority at least 48 hours before the time of the meeting and remained so posted until the meeting was held. Copies of each notice were mailed to all persons, if any, who had submitted a request for it.

3. The following described instruments, as executed and delivered by the [Chairperson, Vice Chairperson, Executive Director, Treasurer, General Counsel, , any person duly appointed by the members to serve in such offices on an interim basis or otherwise authorized to act as provided by resolutions of the Authority, and any Authority employee duly authorized by the members or the Executive Director (each an "**Authorized Officer**"),] and attested by the Secretary (or Assistant Secretary) [or other Authorized Officer] of the Authority, are in substantially the same form and text as the copies of such instruments which were previously provided to and on file with the Members of the Authority at the meeting referred to in paragraph 2 above, with such changes and revisions as have been approved by said officers in conformity with the PACE Bond Resolution:

<u>Instrument</u>	<u>Date</u>	<u>Other Party or Parties</u>
Master Indenture	_____, 20__	Trustee, Initial Purchaser

<u>Instrument</u>	<u>Date</u>	<u>Other Party or Parties</u>
Issuance Certificate	_____, 20__	Trustee, Servicer, Initial Purchaser
Assignment Agreement	_____, 20__	_____ (“Government Unit”)

The instruments set forth above are sometimes collectively referred to as the “Authority Documents.”

4. A schedule of the names of the incumbent Members of the Authority and their terms of office is set out in Exhibit C attached hereto. The Members listed in such Exhibit C as officers of the Authority were in office on the date of the meeting set forth in paragraph 2 above. The undersigned are the Treasurer and Secretary (or Assistant Secretary), respectively, of the Authority and are, on the date hereof, the duly appointed and qualified incumbents of the offices of the Authority set opposite their respective names. The signatures appearing at the right of their respective names are the true and genuine signatures of said officers.

5. The Treasurer and the Secretary or (Assistant Secretary) [or other Authorized Officer] of the Authority did manually execute and attest, respectively, on behalf of the Authority, the Authority Documents and the Treasurer [or other Authorized Officer] did manually or by facsimile signature execute and the Secretary (or Assistant Secretary) [or other Authorized Officer] did manually attest the PACE Bonds issued under the PACE Bond Resolution, as more fully described in paragraph 6 herein. The official seal of the Authority has been affixed to, impressed or printed on, the PACE Bonds and impressed on this Closing Certificate.

6. The PACE Bonds are being issued in registered form, numbered _____ and dated _____, 20__ maturing as to principal and bearing interest as provided therein and in the Master Indenture, such principal and interest being payable as set forth therein and in the Master Indenture. The PACE Bonds are being issued no later than _____ (being the date that is three years after the date of approval of the PACE Bond Resolution).

7. Attached hereto as Exhibit D is a true, complete and correct copy of the By-laws of the Authority which were in full force and effect on the date of the meeting of the Members of the Authority referred to in paragraph 2 above, and which are presently in effect.

8. To our knowledge, except as otherwise noted herein, no amendments to the Illinois Finance Authority Act (the “Authority Act”) the effect of which would adversely affect the issuance of the PACE Bonds by the Authority, have become law subsequent to _____, the date of the approval of the PACE Bond Resolution.

9. The Authority has duly authorized, executed and delivered by all necessary action, the PACE Bonds and each of the Authority Documents, and as of the date hereof, each is in full force and effect and constitutes the valid, binding and enforceable obligation of the Authority. The obligations of the Authority and the enforceability thereof with respect to the PACE Bonds and the Authority Documents are subject, in part, to the provisions of the bankruptcy laws of the United States of America and to other applicable bankruptcy, insolvency, reorganization, moratorium of similar laws relating to or affecting the enforcement of creditor’s rights generally, now or hereafter

in effect. Certain of the obligations and the enforcement thereof, contained in the PACE Bonds and the Authority Documents are also subject to general equity principles which may limit the specific enforcement of certain remedies, but which do not affect the validity of such documents.

10. Any certificate signed by an officer of the Authority and delivered to the Initial Purchaser shall be deemed a representation and warranty by the Authority as to the statements made by the Authority therein.

11. The representations and warranties of the Authority contained in the Master Indenture and the Issuance Certificate are true and correct in all material respects on and as of the date hereof with the same effect as if made on the date hereof

12. The Authority has complied in all material respects with all covenants and satisfied in all material respects all conditions and terms of the Master Indenture and the Issuance Certificate on its part to be complied with or satisfied at or prior to the date hereof.

13. No action, suit, proceeding or investigation, at law or in equity, before or by any court, any governmental agency, authority, body, board or arbitrator or any public board or body is pending (as to which authority has received service of process) or, to the Authority's actual knowledge, threatened (a) in any way seeking to restrain or enjoin the issuance, sale or delivery of any of the PACE Bonds or the payment, collection or application of the proceeds thereof or the payments of other receipts, revenues or income or other properties pledged or to be pledged under the Master Indenture, (b) in any way contesting, questioning or affecting the validity, issuance or delivery of the PACE Bonds or the authority of the Authority to issue, to deliver or to secure the PACE Bonds in the manner provided in the Master Indenture and the Act or the proceedings of the Authority under which the PACE Bonds were issued, or the validity of, or the Authority's power to engage in any of the transactions contemplated by, the Authority Documents, the PACE Bond Resolution, or the PACE Bonds, (c) in any way questioning or contesting the creation, the organization, the existence or the powers of the Authority, or (d) in any way contesting the title of any of the present members or other officials of the Authority to their respective offices.

14. As of the date hereof, the Authority has no actual knowledge of an event of default by the Authority, as specified in any of the Authority Documents, and no event which, with the giving of notice or the lapse of time, or both, would become such an event of default under any of the Authority Documents, occurring.

15. The receipts, revenues and income to be derived from the Assessment Contract(s) and assigned and pledged under the Master Indenture, have not been assigned, pledged or hypothecated by the Authority except to the Trustee in the manner set forth in the Master Indenture for the payment of the PACE Bonds.

16. The meeting of the Authority referred to in paragraph 2 above has been open to the public and held in accordance with procedures adopted by the Authority, the By-laws of the Authority and the Illinois Open Meetings Act, as supplemented and amended.

17. The execution, delivery and performance of the Authority Documents and the issuance and sale of the PACE Bonds will not violate the By-laws of the Authority or any resolution or proceedings of the Authority, or any judgment, order, rule or regulation of any court

or of any public or governmental agency or authority applicable to the Authority (other than Federal and State securities and arbitrage laws and regulations, as to which no statement is made), and will not conflict with, violate or result in a material breach of any of the provisions of, or constitute a default under any indenture, mortgage, deed of trust or other agreement or instrument to which the Authority is a party, or by which it or its properties are bound.

18. All approvals, consents authorizations and orders required to be obtained by the Authority in connection with the issuance, sale and delivery of the PACE Bonds and the execution, delivery and performance of, and the consummation of the transactions contemplated by, the Authority Documents have been duly obtained as required by law (provided, however, no representation is made as to any Federal and State securities laws).

As of the date hereof, the Authority does not have bonds and notes outstanding for any of its corporate purposes in an aggregate principal amount exceeding \$28,150,000,000, excluding bonds and notes issued to refund outstanding bonds and notes of the Authority or a predecessor authority. In addition, as of the date hereof, the total amount of bonds and notes issued by the Authority, in accordance with the PACE Act, including the PACE Bonds, does not exceed \$2,000,000,000. The total aggregate principal amount of Taxable Property Assessed Clean Energy Revenue Bonds issued pursuant to the PACE Bond Resolution, including the PACE Bonds, is \$ _____ which amount does not exceed \$[Dollar amount authorized by PACE Bond Resolution].

IN WITNESS WHEREOF, the undersigned have hereunto set their signatures and affixed the official seal of the Authority this _____ day of _____, 20__.

ILLINOIS FINANCE AUTHORITY

By: _____
Its: Treasurer

By: _____
Its: Secretary (or Assistant Secretary)

[SEAL]

EXHIBIT F
FORM OF ISSUER'S COUNSEL OPINION

Recognizing that each law firm will have its own form of opinion, the Authority does not mandate a specific form; however, all Authority's issuer's counsel opinions must cover, at a minimum, the following matters:

(i) The Authority is a body politic and corporate established pursuant to the Illinois Finance Authority Act, 20 ILCS 3501/801-1 *et seq.* (the "Act");

(ii) The Authority has all necessary power and authority (a) to execute and deliver the [Indenture, Loan Agreement, [and list any other documents to which the Authority is a party]] (collectively, the "Authority Documents"), (b) to issue the Bonds in the manner contemplated by the Bond Resolution and the Indenture and (c) otherwise to consummate all of the actions contemplated by the Bond Resolution and the Authority Documents; **[If an Issuer's Counsel opinion will be required for PACE Bonds, the Master Indenture and Issuance Certificate should replace the Loan Agreement and Indenture references, and references to "Bond Resolution" should be replaced with "PACE Bond Resolution."]**

(iii) At the time of its approval, the Authority had all necessary power and authority to approve the Bond Resolution and the Bond Resolution has been duly approved by the members of the Authority at a meeting duly called and held in accordance with applicable law and the Bond Resolution is in full force and effect and has not been rescinded, amended or modified;

(iv) The Bonds have been duly authorized by all necessary action on the part of the Authority and have been duly executed by authorized officers of the Authority;

(v) To the best of our knowledge, based solely upon certificates of officers of the Authority and inquiry of the Senior Counsel, Public Finance of the Authority, and without independent investigation, there is no legal action or other proceedings, or any investigation or inquiry (before or by any court, agency, arbitrator or otherwise), pending or, to the knowledge of the Authority, threatened against or affecting the Authority or any of its officials, in their respective capacities as such, that may reasonably be expected to have a material and adverse effect upon the sale of the Bonds as contemplated by the Bond Resolution or the validity of the Bonds and the Authority Documents or the performance by the Authority of its obligation under the Authority Documents;

(vi) All consents, approvals, orders or authorizations of any governmental authority, agency or commission having jurisdiction that are required for the execution and delivery by the Authority of the Authority Documents or the Bonds or the consummation by the Authority of the actions contemplated by the foregoing documents have been obtained, provided that no opinion is expressed with respect to any "Blue Sky" laws of any State;

(vii) Neither the Authority's execution and delivery of the Authority Documents, the Authority's consummation of the transactions therein contemplated or the Authority's compliance with the provisions thereof do or will conflict with or result in a breach of, or constitute a default under, any provision of the Act;

(viii) The Authority has full and lawful authority under the Act to pledge and assign its rights to receipts, revenues and income to be made by the Borrower under the Loan Agreement as security for payment of the principal of, premium, if any, and interest on the Bonds; **[In the case of PACE Bonds, reference to the Loan Agreement should be replaced with “the applicable assessment contracts” and Borrower should be replaced with “applicable Property Owner.”]** and

(ix) The Authority has deemed final the [Official Statement][Offering Memorandum][Limited Offering Memorandum or similar disclosure document] [Information Statement][Private Placement Memorandum or similar document] and has duly approved the [Official Statement][Offering Memorandum][Limited Offering Memorandum or similar disclosure document] [Information Statement][Private Placement Memorandum or similar document] for use and distribution. **[This paragraph should be deleted if not applicable.]**

EXHIBIT G-1
FORM OF ASSURANCE LETTER (NON-PACE BONDS)

[ON ISSUER'S COUNSEL LETTERHEAD]

Senior Counsel, Public Finance
Illinois Finance Authority
160 North LaSalle Street
Suite S-1000
Chicago, Illinois 60601
PublicFinanceCounsel@il-fa.com

Re: Bonds Caption:

Dear _____:

As Issuer's Counsel to the Illinois Finance Authority (the "Authority"), we have examined documents generated in connection with the above-captioned bond issue (the "Bonds") to ensure compliance with the policies and requirements of the Authority, and we have found them to be in such compliance, except for matters expressly approved by the Authority's Senior Counsel, Public Finance. The Resolution adopted by the Authority's Board authorizing the issuance of the Bonds, which we have also reviewed, authorizes the Treasurer and other designated officers of the Authority to execute and deliver these documents.

Based on our review of the following documents together with certain other documents, which the Authority does not execute, we conclude that these documents will accomplish the issuance and sale of the Bonds and provide for the loan of the proceeds to, and the repayment by, the bond obligor: Bond, Bond Purchase or Placement Agreement, Indenture, Loan Agreement, Official Statement or Limited Offering Memorandum, Information Statement or Private Placement Memorandum, Tax Compliance Agreement, Master Indenture, Issuance Certificate, Certificate of Authority and other related and relevant documents.

Sincerely,

Attorney's
Signature

EXHIBIT G-2
FORM OF ASSURANCE LETTER (PACE BONDS)

[ON BOND COUNSEL LETTERHEAD]

Senior Counsel, Public Finance
Illinois Finance Authority
160 North LaSalle Street
Suite S-1000
Chicago, Illinois 60601
PublicFinanceCounsel@il-fa.com

Re: PACE Bonds Caption:

Dear _____:

As Bond Counsel, we have examined Ordinance No. _____ of [Governmental Unit] adopted on _____, 20__, establishing a PACE program and Ordinance No. _____ of the [Governmental Unit] adopted on _____, 20__, designating a Program Administrator (collectively, the “Enabling Ordinance”), the PACE Program Report delivered by the Program Administrator pursuant to the Enabling Ordinance, and the form of assessment contract to be executed in connection with the referenced Project (collectively, the “PACE Documents”) and have found the PACE Documents to be in compliance with the Property Assessed Clean Energy Act (50 ILCS 50/1 et seq., as amended) and the requirements of the Illinois Finance Authority Bond Handbook applicable to such PACE Documents.

Resolution _____ of the Illinois Finance Authority (the “Authority”) approved by the members of the Authority on _____, 20__, which we have also reviewed, authorizes the Treasurer and other designated officers of the Authority to execute and deliver certain documents.

We have further examined the Master Indenture dated as of _____, 20__ among the Authority, [Name of Capital Provider], as initial purchaser (the “Initial Purchaser”) and [Name of Trustee], as trustee (the “Trustee”) and the Issuance Certificate dated as of the date hereof, executed pursuant thereto among the Authority, the Trustee, the Initial Purchaser and [Name of Servicer], as the Servicer, each relating to the above referenced bonds and the form of bond to be executed pursuant thereto (collectively, the “PACE Bond Documents”). We have also reviewed the requirements of the Illinois Finance Authority Bond Handbook applicable to such PACE Bond Documents to ensure compliance with the policies and requirements of the Authority, and we have found the PACE Bond Documents to be in such compliance, except for matters which have been expressly approved by the Authority’s Senior Counsel, Public Finance.

Sincerely,

Attorney’s Signature

EXHIBIT H
FORM OF COMPLIANCE WITH LAWS SIDE LETTER (PACE BONDS)

THIS PACE BOND ISSUANCE CERTIFICATE AND AGREEMENT OF PROPERTY OWNER (this “Agreement”), dated as of _____, 20___, is executed by the person or persons set forth on the signature page to this Agreement (collectively, the “Record Owner”) as the titleholder or owner of the beneficial interest of the property to which this Agreement relates for the benefit of the Illinois Finance Authority, a body politic and corporate created and existing under and by virtue of the laws of the State of Illinois, (the “Authority”).

RECITALS

WHEREAS, pursuant to the Property Assessed Clean Energy Act, 50 ILCS 50/1 et seq. (the “Act”), [Governmental Unit] has established a property assessed clean energy program (the “PACE Program”) within the jurisdictional boundaries of the [Governmental Unit] to allow the financing or refinancing of certain “energy projects” (as defined in the Act), funded through the sale of bonds, subject to the Act and subsection (d) of Section 825-65 of the Illinois Finance Authority Act (the “Authority Act”), which bonds will be secured through the levy of one or more “assessment contracts” (as defined in the Act) on property (as defined in the Act) benefitted; and

WHEREAS, the Record Owner and the [Governmental Unit] have entered into an Assessment Contract dated as of the date of this Agreement (the “Assessment Contract”); capitalized terms used herein without definition have the meanings given them in the Assessment Contract) to finance the energy projects described therein (the “Energy Project”); and

WHEREAS, pursuant to the Act and the Authority Act, the Authority is authorized to issue its bonds to finance or refinance such Energy Project and the Record Owner has requested the Authority to issue bonds (the “Bonds”) to be secured by the Assessment Contract; and

WHEREAS, it is a condition to the Authority’s issuance of the Bonds that the Record Owner enter into this Agreement for the benefit of the Authority.

NOW, THEREFORE, in consideration of the foregoing, the Record Owner covenants, agrees and binds itself and its successors and assigns as follows:

Section 1. Representations, Covenants and Warranties. The Record Owner has any and all necessary licenses and permits to occupy and operate its existing facilities and has obtained and will obtain, or will cause to be obtained, all necessary licenses and permits to acquire, occupy and operate the Energy Project. [*For bond issues in which bond proceeds are being applied for new, project-related expenses or interim financings in which bond proceeds may be applied for new, project-related expenses*] [With respect to the construction of the Energy Project with proceeds of the Bonds, the Record Owner has complied with and will comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 to 130/12, to the extent required by that Act and other applicable laws.]

Section 2. Compliance With Laws. The Record Owner agrees, for itself and its successors and assigns through the term of this Agreement, and at no expense to the Authority, to promptly comply or cause compliance with all applicable laws, ordinances, orders, rules,

regulations and requirements of duly constituted public authorities which may be applicable to the Property, or to the repair and alteration thereof, or to the use or manner of use of the Energy Project, including but not limited to the Americans with Disabilities Act, the Illinois Accessibility Code, all federal, State and local environmental, health and safety laws, rules, regulations and orders applicable to or pertaining to the Property, the Federal Worker Adjustment and Retraining Notification Act, and if applicable, the Illinois Prevailing Wage Act.

Section 3. Record Owner Acknowledgment. Record Owner acknowledges that it is aware that Illinois statutes, laws, ordinances, including building and zoning codes, etc., may have materially different requirements and utilize different definitions than comparable laws in other states and jurisdictions, and the application of such laws may be impacted by the use of bond proceeds to finance, in whole or in part, the Energy Project. The Record Owner has consulted with counsel with respect to the interpretation and application of these statutes, laws, ordinances, etc.

Section 4. Amendment. This Agreement may not be amended or modified without the prior written consent of the Authority and the Record Owner.

Section 5. Further Assurances. Record Owner agrees to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications as may become necessary or appropriate to carry out the terms, provisions and intent of this Agreement.

Section 6. Severability. If any provision in this Agreement, or any paragraph, sentence, clause, phrase, word or the application thereof, in any circumstance, is held invalid, this Agreement shall be construed as if such invalid part were never included herein and the remainder of this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

Section 7. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to its conflicts of law principles. If there is a lawsuit under this Agreement, the Record Owner agrees to submit to the jurisdiction of the courts of Cook County, the State of Illinois, and the United States District Court for the Northern District of Illinois.

Section 8. Costs and Expenses. In addition to and not in limitation of the other provisions of this Agreement, Record Owner agrees to pay promptly after demand the Authority's reasonable out-of-pocket expenses, including reasonable attorney's fees, incurred in connection with the enforcement of the provisions of this Agreement. This includes, subject to any limits under applicable law, reasonable attorney's fees and legal expenses, whether or not there is a lawsuit, including reasonable attorney's fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services. Record Owner also will pay any court costs, in addition to all other sums provided by law.

[Record Owner]:

By : _____

Name: _____

Title: _____

EXHIBIT I
FORM OF COST OF ISSUANCE SURVEY

NAME OF BOND ISSUE:			
AGGREGATE PAR AMOUNT: \$			
DATE OF ISSUE:			
TYPE OF TRANSACTION (Public Offering / Limited Public Offering / Private Placement / Direct Purchase):			
EXPENSE BY TYPE	FIRM	FEE (\$)	SOURCE*
Issuer	Illinois Finance Authority		
Counsel to Issuer			
Bond Counsel			
Purchaser / Underwriter / Placement Agent / Capital Provider			
Counsel to Purchaser / Underwriter / Placement Agent / Capital Provider			
Advisor to Borrower / Property Owner			
Counsel to Borrower / Property Owner			
Credit Enhancer (e.g., Letter of Credit Provider or Bond Insurer)			
Counsel to Credit Enhancer			
Remarketing Agent			
Bond Trustee / Paying Agent			
Counsel to Trustee / Paying Agent			
Filing Agent			
Rating Agency			
Feasibility Consultant / PACE Energy Audit			
PACE Program Administrator			
PACE Governmental Unit			
Other			
*Indicate Source: (P) Issue Proceeds or (E) Borrower Equity or (O) Other			

The undersigned, on behalf of the above-referenced transaction, hereby submits this Cost of Issuance Survey to the Illinois Finance Authority and hereby attests to its accuracy.

Signature

Date

Name

Telephone number

EXHIBIT J
FORM OF PACE ASSESSMENT
CONTRACT

THIS INSTRUMENT WAS PREPARED BY:

RETURN TO:

(THE ABOVE SPACE FOR RECORDER'S USE ONLY)

[INSERT NAME OF VILLAGE/CITY/COUNTY/TOWN], ILLINOIS
PACE PROGRAM

ASSESSMENT CONTRACT

THIS ASSESSMENT CONTRACT (this “Contract”), dated as of the Effective Date (as defined below), is by and between the [INSERT NAME], Illinois, a [village/city/county/town] duly organized and validly existing under the Constitution and the laws of the State of Illinois (the “Governmental Unit”) and the person or persons as the titleholder or owner of the beneficial interest set forth on Exhibit A (the “Record Owner”) in the property described on Exhibit A (the “Property”).

RECITALS

WHEREAS, the Governmental Unit has conducted the proceedings required by Section 15 of the Property Assessed Clean Energy Act, 50 ILCS 50/1 et seq. (the “Act”), and established a property assessed clean energy program (the “PACE Program”) within the jurisdictional boundaries of the Governmental Unit (the “PACE Area”) to allow the financing or refinancing of certain “energy projects” (as defined in the Act), funded through the sale of bonds, subject to the Act or alternatively, through the sale of bonds pursuant to subsection (d) of Section 825-65 of the Illinois Finance Authority Act, 20 ILCS 3501/801-1 et seq. (the “Authority Act”) and the Act, which bonds will be secured through the levy of certain special assessments pursuant to “assessment contracts” (as defined in the Act) on property (as defined in the Act) benefitted by such energy projects;

WHEREAS, the Act provides that a “record owner” (as defined in the Act) of property within the PACE Area may apply to the Governmental Unit or its “program administrator” (as defined in the Act) to facilitate access to capital to provide funding for an energy project and that the Governmental Unit may enter into an assessment contract with a record owner of property to finance or refinance one or more energy projects on the property, which assessment contract provides for the repayment of the financed amount of the cost of an energy project through assessments on the property benefitted;

WHEREAS, the Property is located in the PACE Area established by the Governmental Unit as of the last date entered with the signatures of the parties below (the “Effective Date”);

WHEREAS, the Record Owner has requested the Governmental Unit enter into this Contract and the Governmental Unit has verified the information required by Section 25(c) of the Act as further described herein;

WHEREAS, [INSERT NAME AND CORPORATE DESIGNATION OF PROGRAM ADMINISTRATOR] is authorized to act as a program administrator (together with any successors thereto, the “Program Administrator”) for the PACE Program as it pertains to this Contract;

WHEREAS, the Record Owner has completed an application (the “PACE Project Application”) for financing under the PACE Program (“PACE Funding”) for the energy project, including the acquisition, construction, installation, and modification thereof, described in Exhibit A (the “Project”) and has satisfied the PACE Program requirements, including without limitation, obtaining a written consent from any and all holders of mortgages recorded against the Property, and the Program Administrator has issued an approval of the Record Owner’s PACE Project Application, all in accordance with the PACE Program guidelines administered by the Program Administrator with respect to the PACE Program and in effect on the Effective Date (the “Program Guidelines”);

WHEREAS, the Program Administrator and the Record Owner may request that the Illinois Finance Authority, a body politic and corporate duly organized and validly existing under and by virtue of the laws of the State of Illinois (the “Authority”), finance or refinance the Project through the sale of bonds pursuant to subsection (d) of Section 825-65 of the Authority Act, and if applicable, that a Warehouse Fund (as defined in the Act) provide interim financing prior to the issuance of bonds by the Authority; and

WHEREAS, pursuant to the Act, the Governmental Unit and the Record Owner desire to enter into this Contract, pursuant to which the Record Owner will agree to pay the assessment in order to finance or refinance the Project and the Governmental Unit may agree to assign this Contract in furtherance of providing financing for the Project.

NOW, THEREFORE, in consideration of the foregoing and the material covenants hereinafter contained, the Record Owner and the Governmental Unit formally covenant, agree and bind themselves and their successors and assigns as follows:

AGREEMENT

Section 1. Purpose. The Record Owner and the Governmental Unit are entering into this Contract for the purpose of financing or refinancing the Project.

Section 2. The Property. This Contract relates to the Property. The Record Owner has provided to the Governmental Unit sufficient evidence that the Record Owner is the titleholder or owner of the beneficial interest in the Property and possesses all legal authority necessary to execute this Contract.

Section 3. Assessment; Bonds; Installment; Prepayment; Collection.

(a) *The Assessment.* The Record Owner hereby freely and willingly agrees that a special assessment (the "Assessment") in the amount specified in Schedule I (the "Assessment Amount") shall be levied by the Governmental Unit on the Property pursuant to the Act. The Assessment Amount includes an amount to pay all or a portion of the costs of (i) the Project, (ii) the Program Fees (including costs of issuance of Bonds and, if applicable, closing under the Warehouse Fund), Capital Provider Fees and Other Fees if so specified in Schedule I, (iii) capitalized interest on Bonds or, if applicable, the Warehouse Fund, if so specified in Schedule I, and (iv) funding any required debt service reserve or other reserve, if so specified in Schedule I (collectively, the "Financing Purposes"). The Record Owner acknowledges and agrees that the Assessment Amount does not exceed the special benefit conferred on the Property by the Financing Purposes thereon.

(b) *Bonds.* The Governmental Unit hereby determines that bonds, which may be serial bonds, term bonds or both, shall be issued (i) by the Governmental Unit pursuant to the Act or (ii) upon assignment of this Contract to the Authority, by the Authority pursuant to the Authority Act, all in accordance with the Act (the "Bonds") and shall be secured by the Assessment to pay the cost of the Financing Purposes, and that, if applicable, interim financing prior to the issuance of Bonds may be provided through a Warehouse Fund by assignment of this Contract thereto.

(c) *Interest; Assessment Installments.* Interest on the Assessment Amount shall begin to run from the date the Bonds are issued or, if applicable, interim financing from the Warehouse Fund is issued, and shall be computed at the rate specified in Schedule I. The payment of the Assessment shall be in annual installments of the Assessment Amount and the interest thereon (the "Assessment Installments") as set forth in Schedule I.

(d) *Collection.* The annual Assessment Installment, plus the Assessment Administrative Fee (the "Annual Assessment Amount") coming due in any year shall be payable in the same manner and at the same time and in the same installments as the general taxes on the Property are payable or as otherwise provided in Schedule I attached hereto, and have the same priority, become delinquent at the same time and in the same proportionate amounts as the general taxes on the Property, and bear the penalties and interest after delinquency as set forth in the Act. The Annual Assessment Amount may be included in the regular property tax bills of the county in which the Property is located or the Governmental Unit, the Program Administrator or another third party may bill and collect the Annual Assessment Amount. Property Owner represents that all mortgagees to the Property have, in advance of the Effective Date, been provided notice of the

imposition of the Assessment and have consented to the Assessment and Annual Assessment Amount in the amounts described on Schedule I.

(e) *Assessment Administrative Fees.* In addition to the Assessment Installments, the Governmental Unit or any Assignee (as defined below) may (or may direct the Program Administrator or another third party on behalf of the Governmental Unit or any such Assignee, as the case may be, to), in accordance with the Act, add thereto amounts in order to pay for the costs of collecting the Assessment (including any and all costs of enforcement, including foreclosure or other remedies for default on the Assessment), the administration of the Assessment, the administration of the Bonds or the Warehouse Fund, other administrative costs and any amounts the Record Owner may owe for indemnification as set forth in Section 12 hereto (the “Assessment Administrative Fee”). Schedule I shows the estimated scheduled Assessment Administrative Fees, however such estimated Assessment Administrative Fees might increase if the costs of collecting the Assessment or administering the Program increase. The Record Owner agrees to pay actual scheduled Assessment Administrative Fees, which may be higher than such estimates, as well as any other Assessment Administrative Fees.

(f) *Prepayment of the Assessment.* The Assessment Amount may be prepaid, in whole or in any amount at least equal to the minimum set forth in Schedule I, at any time upon the payment of (i) the amount of any delinquent Annual Assessment Amounts, together with any interest and penalties accrued to the date of prepayment, plus (ii) the whole or, subject to the minimum amount set forth in Schedule I, a portion of the unpaid non-delinquent Assessment Amount (the “Assessment Prepayment Amount”), plus (iii) interest on the Assessment Prepayment Amount to the redemption date occurring at least [30] days following the date the prepayment is made, plus (iv) an amount equal to the redemption premium, if any, set forth on Schedule I, plus (v) a reasonable fee, if charged by the Governmental Unit or any Assignee or the Program Administrator or another third party on its behalf, for the cost of administering the prepayment, if applicable, and the redemption of Bonds, plus (vi) any other due and outstanding or accrued Assessment Administrative Fees.

(g) *No Reduction or Offset.* The Record Owner hereby acknowledges and agrees that the Assessment will not be subject to reduction, offset or credit of any kind in the event that the Project fails to perform in any way or for any reason.

(h) *No Acceleration; Survival.* Amounts due under the Assessment will not accelerate upon a default or late payment or enforcement of remedies under this Contract and the Assessment, the lien thereof and the obligation to pay Assessment Obligations when they become due shall survive any such event and continue until paid in full.

Section 4. Record Owner’s Representations and Warranties

The Record Owner represents and warrants to the Governmental Unit and each Assignee, which representations and warranties shall be true and correct as of the Effective Date and at all times thereafter as follows:

(a) *Organization and Authority.* The Record Owner, if a legal entity, is duly organized, validly existing and in good standing in the state of its organization and with authority to do

business under the laws of the State of Illinois. The Record Owner has all necessary power and authority to own the Property and to conduct its business and enter into the transactions contemplated hereby. The Record Owner has the right to enter into and perform this Contract, and the execution, delivery and performance of this Contract and each and every document specified in the List of Documents contained in Exhibit A executed in connection herewith (collectively, the “Transaction Documents”) have been duly authorized, executed and delivered and constitute valid and binding obligations of the Record Owner, each enforceable in accordance with its terms, and will not violate any applicable law or result in the creation of a lien against the Property except as contemplated by this Contract.

(b) *Financial Statements.* All financial statements delivered to the Governmental Unit or the Program Administrator are true and correct, have been prepared in accordance with United States generally accepted accounting principles consistently applied, fairly represent the financial condition of the Record Owner as of the date thereof, and no material adverse change has occurred in the financial condition presented therein since such date.

(c) *No Litigation.* There are no actions, suits or proceedings pending or, to the knowledge of the Record Owner, threatened, against or affecting it or the Property which could materially adversely affect the Record Owner, its financial condition, the Property or the construction of the Project or the Record Owner’s ability to satisfy its obligations under this Contract and any of the Transaction Documents, if applicable except as noted in Schedule II attached herein.

(d) *Title.* The Record Owner has good and insurable title to the Property. Except as set forth on Schedule II (“Permitted Liens”), there are no involuntary liens on the Property, including, but not limited to, construction or mechanics liens, *lis pendens* or judgments against the Record Owner, environmental proceedings, or eminent domain proceedings.

(e) *Property-Based Debt; Taxes.* The Record Owner is not in default, and has received no notices of default, under any property-based debt that has not been otherwise cured. The Record Owner is current on all mortgage debt on the Property, has not had an Insolvency Event in the last two (2) years from the Effective Date, and the Property is not the subject of any Insolvency Event. There are no delinquent taxes, special assessments, or water or sewer charges on the Property. There are no delinquent assessments on the Property in a property assessed clean energy program (including the Program).

(f) *Compliance With Laws.* The Record Owner has complied with, and will continue to comply with, all applicable statutes, regulations and ordinances in connection with the Property and construction of the Project. All permits, consents, approvals and authorizations required to be issued by any governmental body (collectively, the “Permits”) necessary for (a) the construction of the Project in accordance with the plans and specifications (together, the “Plans”) submitted by the Record Owner; (b) the construction, connection and operation of all utilities necessary to service the Project; and (c) the construction and use of all roadways, driveways, curb cuts and other vehicular or other access to and egress from the Project, as shown on the Plans either (i) have been obtained, are valid, are in full force and effect and have been complied with by the Record Owner in all respects; or (ii) will be obtained, will be valid, will be in full force and effect prior to the initiation of construction of the Project, and Record Owner will be in compliance therewith in

all respects prior to any “permitted assignee” (as defined in the Act), including any bond trustee or “capital provider” (as defined in the Act) to which this Contract has been assigned (the “Assignee”) disbursing any Bond proceeds or interim financing provided by a Warehouse Fund, if applicable. Construction of the Project in accordance with the Plans will comply with applicable zoning, use, building or other applicable codes, laws, regulations, ordinances and Permits and any restrictive covenants affecting the Property.

(g) *Approval of Plans and Budgets.* Any Plans submitted will be a true and accurate reflection of the Project (when completed) and have been approved as required by all governmental bodies or agencies having jurisdiction over the Project or will be approved prior to the first disbursement request. The budget for construction of the Project (the “Budget”) is an accurate current budget of all costs necessary to construct the Project in accordance with the Plans and is attached to the construction contract(s) to which the Record Owner is a party and described on Exhibit A pertaining to the construction and installation of the Project (the “Construction Contract”). The cost of construction of the Project is not expected to exceed the cost therefor set forth in the Budget. The Record Owner is responsible for any costs in excess of the Budget.

(h) *Contractors.* All work requiring a license under any applicable law to acquire, construct, install, or modify the Project has been and will be performed by licensed contractors that have agreed to adhere to the Governmental Unit’s or the Program Administrator’s terms and conditions. All such contractors have signed a written acknowledgment that the Governmental Unit or its Program Administrator will not authorize final payment to such contractor until the Governmental Unit or the Program Administrator has received written confirmation from the Record Owner that the Project was properly acquired, constructed, installed or modified and is operating as intended.

(i) *Mortgage Holder Consent.* The Record Owner represents and warrants that the Record Owner has (i) disclosed to the Governmental Unit or the Program Administrator, the identities of all persons, if any, that hold mortgage liens against the Property (whether recorded or unrecorded) that may be affected by the Assessment; (ii) has obtained and delivered to the Governmental Unit or the Program Administrator the written consent of all such persons to the Assessment, which consent complies with the requirements of the Act; and (iii) to the Record Owner’s knowledge, no such consent has been withdrawn or revoked.

(j) *Insurance.* The Record Owner has provided to the Governmental Unit or the Program Administrator satisfactory evidence of current insurance policies on the Property. Such policies shall meet the specifications set forth in accordance with the Program Guidelines but, notwithstanding such specifications, to the extent Bonds are issued under the Authority Act, the Authority and any Bond Trustee, and, to the extent any interim financing is provided, any Warehouse Fund shall be named as an additional insured (mortgagee/loss payee) on all insurance policies required hereunder.

(k) *PACE Project Application.* All representations, warranties, statements, exhibits, instruments and other documents contained in or included as a part of the PACE Project Application are true, correct and complete as of the Effective Date. The Project constitutes an “energy project” and the Property constitutes “property” as each term is defined in the Act.

(l) *No Impairment.* No fraud, error, omission, misrepresentation, negligence or similar occurrence with respect to the Property, Plans, Budget, Construction Contract or Project has taken place on the part of the Record Owner or any other person, including, without limitation, any appraiser, title company, closing or settlement agent, realtor, builder or developer or any other party involved in the Property, Plans, Budget, Construction Contract or Project, that would impair in any way the rights of the Governmental Unit, any Assignee or any Warehouse Fund in the Property, Plans, Budget, Construction Contract or Project or that violated applicable law.

(m) *Environmental Matters.* Except as shown on Schedule III attached hereto (the “Environmental Schedule”), there are no underground storage tanks located on the Property; there is no past or present non-compliance with environmental laws, or with permits issued pursuant thereto, in connection with the Property (which has not been fully remediated in accordance with environmental laws); there is no environmental remediation required (or anticipated to be required) with respect to the Property; and Record Owner does not know of, and has not received, any written or oral notice or other communication from any person (including but not limited to a governmental entity) relating to hazardous substances or remediation thereof, of possible liability of any person pursuant to any environmental law, other environmental conditions in connection with the Property, or any actual or potential administrative or judicial proceedings in connection with the foregoing.

(n) *Property Value.* The aggregate amount to be financed or refinanced hereunder and any other assessment contract related to the Property does not exceed 25% in relation to the greater of (i) the value of the Property as determined by the office of the applicable county assessor; or (ii) the value of the Property as determined by an appraisal conducted by a licensed appraiser.

Section 5. Record Owner Covenants

The Record Owner hereby covenants and agrees as follows:

(a) *Maintenance of Property.* The Record Owner shall, at all times, maintain the Property and, after construction, the Project. The Record Owner shall pay when due all taxes, assessments (including the Assessment), water charges, sewer charges and all other charges levied on or against the Property, and upon written request, submit to the Governmental Unit or any Assignee or any third party acting on their behalf official receipts evidencing such payments.

(b) *Construction Start and Completion.* The Record Owner shall commence construction of the Project and shall diligently proceed with construction of the Project in accordance with the approved Plans and Budget and in a good, substantial and workmanlike manner in accordance with the Construction Contract and all applicable laws, ordinances, codes, rules and regulations. [Construction of the Project shall be completed on or prior to the Outside Completion Date as defined in Exhibit A]*.

(c) *Protection Against Liens.* Except for any Permitted Liens, the Record Owner shall promptly pay and discharge all claims for labor performed and material and services furnished in connection with construction of the Project, and take all other steps necessary to prevent the

* **Drafting Note:** The bracketed language can be removed for refinancings of completed Projects, or to the extent an Outside Completion Date is not required by a capital provider.

assertion of claims or liens either against the Property or the Project, other than (i) the claims and lien provided herein, (ii) liens, if any, for taxes imposed by any governmental authority not yet due or delinquent, and (iii) such other title and survey exceptions as the Governmental Unit (or its Assignee, as applicable) or any Assignee or any third party acting on their behalf has approved or may approve in writing in its sole discretion.

(d) *Periodic Reports/Certifications.* Upon request by the Governmental Unit or any Assignee or any third party acting on their behalf during the period construction of the Project begins on the Property until the Project has been accepted as completed pursuant to the terms of the Construction Contract, the Record Owner shall provide to the Governmental Unit or any Assignee or any third party acting on their behalf a written statement, certified as true, correct and complete, setting forth the status of the Project, including an updated schedule for completion of construction of the Project. Such certification shall be in such form and with such detail as the Governmental Unit or any Assignee or any third party acting on their behalf shall specify and may be included in completion certificate(s) as set forth in the Program Guidelines.

(e) *Notice of Claims; Adverse Matters.* The Record Owner shall promptly notify the Governmental Unit or any Assignee or any third party acting on their behalf in writing of any potential Insolvency Event and all pending or threatened litigation or other matters that may materially and adversely affect the Property or Record Owner's ability to meet its obligations under the Transaction Documents or otherwise with respect to the Financing Purposes. "Insolvency Event" shall mean the Record Owner has (i) consented to the appointment of a conservator or receiver or liquidator in any insolvency, bankruptcy, readjustment of debt, marshalling of assets and liabilities or similar proceeding relating to the Record Owner or relating to all or substantially all of such Record Owner's property, (ii) failed to pay its debts as they become due and such failure has not been cured within thirty (30) days of the event; (iii) admitted in writing its inability to pay its debts as they become due, (iv) filed a petition to take advantage of any applicable insolvency or reorganization statute, (v) made an assignment for the benefit of its creditors, (vi) filed against it a petition for involuntary bankruptcy or some other involuntary insolvency proceeding which is not dismissed within thirty (30) days, or (vii) voluntarily suspended payment of its obligations.

(f) *Waiver and Release of Claims Against Governmental Unit, the Program Administrator, the Authority and Related Parties.* For and in consideration of the Governmental Unit's execution and delivery of this Contract and the Authority and, if applicable, the Warehouse Fund providing capital to finance the Project, Record Owner (for itself and for any successor-in-interest to the Property and for anyone claiming by, through or under Record Owner, including without limitation, heirs, personal representatives, mortgagees and transferees), hereby waive the right to recover from the Governmental Unit, the Authority, the Warehouse Fund, any other Assignee, the Program Administrator and another third party acting on behalf of the Governmental Unit, the Authority, the Warehouse Fund and any other Assignee, any owner of the Bonds, any bond trustee, any placement agent and any and all members, officers, officials, agents, employees, attorneys and representatives of any of them, as well as their successors and assigns (collectively, the "Financing Parties"), and fully and irrevocably release the Financing Parties from, any and all claims, obligations, liabilities, causes of action, set-offs or damages (including attorneys' fees and court costs), that Record Owner may now have or hereafter acquire against any of the Financing Parties and accruing from or related to (i) this Contract, (ii) the disbursement of Bond proceeds or

interim financing provided by a Warehouse Fund, if applicable, (iii) the levy and collection of the Assessment, (iv) the imposition of the lien of the Assessment, (v) the performance of the Project, (vi) the Project, (vii) any damage to or diminution in value of the Property that may result from construction or installation of the Project, (viii) any injury or death that may result from the construction or installation of the Project, (ix) the selection of manufacturer(s), dealer(s), supplier(s), contractor(s) and/or installer(s), and their action or inaction with respect to the Project, (x) the merchantability and fitness for any particular purpose, use or application of the Project, (xi) the amount of energy savings, energy production, water conservation or other performance outcomes resulting from the Project or any assured performance guaranty, (xii) the workmanship of any third parties under any agreements including, without limitation, any Construction Contract, and (xiii) any other matter with respect to the PACE Program (collectively, the "Liabilities").

This release includes claims, obligations, liabilities, causes of action and damages of which the Record Owner is not presently aware or which the Record Owner does not suspect to exist which, if known by the Record Owner, would materially affect Record Owner's release of the Financing Parties. Notwithstanding the foregoing, Record Owner's releases under this Section shall not extend to Liabilities arising from any Financing Parties willful misconduct. The Record Owner acknowledges that the Financing Parties established the PACE Program solely for the purpose of facilitating financing of energy projects arranged by owners of commercial property located in the PACE Area. The Financing Parties are not responsible for the selection, management and/or supervision of the Project, the Project's performance, the Construction Contracts or any assumed performance guaranty. Any issues related to performance of the Project should be discussed with chosen contractors, installers, manufacturers and/or distributors involved with the Project. The waivers and releases by Record Owner contained in this Section shall survive the disbursement of any Bond proceeds, interim financing provided by a Warehouse Fund, if applicable, or any portion thereof, the transfer or sale of the Property by Record Owner and the termination of this Contract.

Notwithstanding the foregoing or anything to the contrary contained in this Contract, the waiver and release provided for in this Section shall not bar the Record Owner, its successors-in-interest to the Property, from bringing an equitable action against the Governmental Unit for specific performance of its duties and obligations under this Contract, or to enjoin or prevent the violation of this Contract thereby, it being understood and agreed, however, that the Financing Parties shall not be liable for money damages or costs of such equitable proceeding except insofar and to the extent such Liabilities arise from their willful misconduct.

(g) Energy Assessment.

(i) To the extent the Project consists of an energy efficiency improvement, renewable energy improvement or water use improvement (each as defined in the Act, and except for a water use improvement that is undertaken for water quality), the Record Owner must obtain an assessment and analysis of the energy and/or water conservation impacts for the Project, as applicable (an "Energy Assessment"). The Energy Assessment must assess the existing water and/or energy use of relevant systems, or code baseline usage in the case of new construction and include a modeling of expected monetary savings to be achieved by the Project. To implement this provision, the Record Owner shall obtain an Energy Assessment from a qualified provider approved by the Program Administrator. The

cost of the Energy Assessment, as well as the cost of any other third-party review of the Energy Assessment, may be included in the Assessment Amount (defined in Schedule I).

(ii) Upon completion of the Project, the Record Owner shall submit a post-construction report to the Governmental Unit or the Program Administrator in a form provided by the Program Administrator. This report shall contain:

(1) A statement that Project has been completed in accordance with the Plans and the Transaction Documents, and that the systems are performing as expected; and

(2) Identification and discussion of any substitutions, compromises, or variances between the final Plans and Transaction Documents with the as-built conditions of the Project.

(h) *Property Transfers.* The Record Owner covenants that it will provide the Governmental Unit, any Assignee, the Program Administrator and the capital provider notice of any sale or transfer of interest to fee title in the Property after the Effective Date concurrently with such transfer or sale, and no later than three (3) business days thereafter.

Section 6. Lien; Foreclosure.

(a) *Lien.* The Assessment, in the amount of the Assessment Amount, the interest thereon, the Assessment Administrative Fees, any other amounts due and payable by the Record Owner under this Contract and the Act, and any interest and penalties allowable on any past-due amounts thereof and any indemnification and reimbursement obligations (collectively, the “Assessment Obligations”), shall constitute a lien against the Property until it is paid, which lien shall be coequal to and independent of the lien for general taxes.

(b) *Foreclosure.* The Record Owner acknowledges and agrees that if any portion of the Assessment Obligations is not paid when due, the Governmental Unit shall have all rights and remedies for such non-payment as it does with respect to delinquent property taxes and other delinquent special assessments as set forth in Article 9 of the Illinois Municipal Code, including the lien, sale, and foreclosure remedies described in that Article (“Enforcement Remedy”). Any Assignee shall have and possess the delegable powers and rights at law or in equity as the Governmental Unit would have with respect to an Enforcement Remedy with regard to (i) the precedence and priority of liens evidenced by this Contract, (ii) the accrual of interest, and (iii) the fees and expenses of collection, and shall have the right to enforce such liens through an Enforcement Remedy. The Record Owner acknowledges that the Assignee may obligate itself, through a covenant with the owners of the Bonds, to exercise an Enforcement Remedy with respect to enforcement of delinquent Assessment Obligations under circumstances specified in such covenant.

Section 7. Financing or Refinancing of the Project. The parties hereby agree that the net proceeds of the Bonds or interim financing provided by a Warehouse Fund, if applicable, allocable to the Assessment shall be used to finance or refinance the Project.

Section 8. Term; Contract Runs with the Land; Division.

(a) Except as otherwise set forth in this Contract, this Contract shall expire upon the final payment or prepayment of the Assessment.

(b) This Contract establishes rights and obligations that are for the benefit of the Property and, therefore, such rights and obligations run with the land.

(c) The obligation to pay the Assessment Obligations is an obligation of the Property and no agreement or action of the Record Owner shall be competent to impair in any way the rights of the Governmental Unit or the Program Administrator or the rights of any Assignee, including, but not limited to, the right to pursue judicial foreclosure of the Assessment lien or the right to enforce the collection of the Assessment Obligations or any installment thereof against the Property.

(d) In the event the Property is divided while the Assessment remains unpaid, the unpaid installments of the Assessment Obligations shall be segregated and apportioned by the Governmental Unit or the Assignee or the Program Administrator or a third party acting on its behalf in accordance with a method selected by it in its good faith judgment.

Section 9. Recordation of Documents. The Governmental Unit or the Assignee or the Program Administrator or other third party acting on its behalf shall record or cause to be recorded in the office of the County Recorder this Contract and any other documents required by applicable law or any Assignee to be recorded.

Section 10. Notice. The Record Owner shall provide written notice to any subsequent purchaser of the Property, or a portion thereof, of the obligation to pay the Assessment.

Section 11. Waivers, Acknowledgment and Contract.

(a) Since the Assessment is voluntary and imposed, in accordance with the Act, pursuant to this Contract, the Record Owner hereby waives any requirements otherwise applicable to special assessments under any other provision of Illinois law, for notice or public hearing.

(b) The Record Owner hereby waives its right to appeal or contest the Assessment or to file any lawsuit or other proceeding to challenge the Assessment or any aspect of the proceedings of the Governmental Unit undertaken in connection with the PACE Program. The Record Owner hereby agrees that the Record Owner and its successors in interest to fee title in the Property shall be solely responsible for the installation, operation and maintenance of the Project. The Record Owner hereby acknowledges that the Record Owner and its successors in interest to fee title in the Property will be responsible for payment of the Assessment regardless of whether the Project is properly installed, operated, maintained or performs as expected.

(c) The Record Owner hereby agrees that the Governmental Unit is entering into this Contract solely for the purpose of assisting the Record Owner with the financing or refinancing of the Project, and that neither the Governmental Unit, any Assignee, the Program Administrator nor any third party acting on its behalf has any responsibility of any kind for, and shall have no liability arising out of, the installation, operation, financing, refinancing, maintenance or performance of

the Project. The Record Owner hereby certifies to the Governmental Unit that the Governmental Unit has complied with the provisions of Section 25 of the Act. The Record Owner hereby waives the right to recover from and fully and irrevocably releases the Financing Parties from any and all losses, liabilities, claims, damages (including consequential damages), penalties, fines, forfeitures, costs and expenses (including all reasonable out-of-pocket litigation costs and reasonable attorney's fees), relating to the subject matter of this Contract that the Record Owner may now have or hereafter acquire against the Financing Parties.

Section 12. Indemnification.

(a) The Record Owner agrees to indemnify, defend, protect, and hold harmless the Financing Parties from and against all losses, Liabilities, claims, damages (including consequential damages), penalties, fines, forfeitures, costs and expenses (including all out-of-pocket litigation costs and attorney's fees) and any demands of any nature (collectively "Claims") related directly or indirectly to, or arising out of or in connection with (i) the Record Owner's participation in the PACE Program, (ii) the Assessment and the Assessment Obligations, (iii) the Project, or (iv) any other fact, circumstance or event related to the subject matter of this Contract, regardless of whether such Claims accrue before or after the Effective Date.

(b) The provisions of this Section shall survive the termination of this Contract and payment in full of the Assessment Obligations.

Section 13. Right to Inspect Property. The Record Owner hereby grants the Governmental Unit or any Assignee, the Program Administrator or any third party acting on its behalf, or any owner of the Bonds or any third party acting on its behalf, and their respective agents and representatives the right to enter at any reasonable time, upon reasonable notice, to inspect the Project. The Record Owner further hereby grants such persons the right to examine and copy any documentation relating to the Project.

Section 14. PACE Project Application. The Record Owner hereby represents and warrants to the Governmental Unit, each Assignee and the Program Administrator, that the information set forth in the PACE Project Application submitted to the Governmental Unit or the Program Administrator in connection with its request for PACE Funding is true and correct as of the Effective Date, and that the representations set forth in the PACE Project Application with respect to the Property and the Record Owner are true and correct as of the Effective Date as if made on the Effective Date.

Section 15. Amendment. This Contract may be modified or amended only by the written agreement of the Governmental Unit (or its Assignee, as applicable) and the Record Owner and the consent of the Assignee, if any.

Section 16. Binding Effect; Assignment. This Contract inures to the benefit of and is binding upon the Governmental Unit and the Record Owner and its respective successors and assigns. The Governmental Unit has the right to assign any or all of its rights and obligations under this Contract without the consent of the Record Owner. Each of the Authority (either directly or via an intermediate assignment), any bond trustee (either

directly or via an intermediate assignment), the Warehouse Fund or any other Assignee shall be a “permitted assignee” (as defined in the Act) for any purpose hereunder.

Section 17. Exhibits. Exhibit A, Schedule I, Schedule II and Schedule III attached to this Contract are incorporated into this Contract by this reference as if set forth in their entirety in this Contract.

Section 18. Severability. If any provision of this Contract is held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision of this Contract.

Section 19. Corrective Instruments. The Governmental Unit (or its Assignee, as applicable) and the Record Owner, with the consent of the Assignee, if any, shall, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required in order to carry out the expressed intention of this Contract; provided, however, the prior written consent of the Authority shall be obtained in connection with any such amendment or supplement if Bonds are issued through the Authority, pursuant to subsection (d) of Section 825-65 of the Authority Act; provided, further, however, if applicable, the prior written consent of the Warehouse Fund shall be obtained in connection with any such amendment or supplement if funding by the Warehouse Fund is outstanding.

Section 20. Governing Law: Venue. This Contract shall be construed in accordance with and governed by the laws of the State of Illinois applicable to contracts made and performed in the State of Illinois. This Contract shall be enforceable in the State of Illinois, and any action arising hereunder shall (unless waived by the Governmental Unit in writing) be filed and maintained in the Circuit Court of [INSERT GOVERNMENTAL UNIT’S PREFERRED COUNTY] County; provided, however, that if Bonds are issued through the Authority, such action shall be filed and maintained in the Circuit Court of Cook County; provided, however, that actions to foreclose delinquent installments of the Assessment shall be filed and maintained in the Circuit Court of the County identified in Exhibit A.

Section 21. Counterparts. This Contract may be executed in several counterparts, each of which is an original and all of which constitutes one and the same instrument.

Section 22. Electronic Signatures.

(a) The parties hereto acknowledge and agree that this Contract may be executed by one or more electronic means (“Electronic Signatures”). Each party hereto agrees that Electronic Signatures provided by such party shall constitute effective execution and delivery of this Contract by such party to all other parties to or relying on this Contract. Each party hereto agrees that Electronic Signatures shall constitute complete and satisfactory evidence of the intent of such party to be bound by those signatures and by the terms and conditions of this Contract as signed. Each party hereto agrees that Electronic Signatures shall be deemed to be original signatures for all purposes.

(b) Each party hereto agrees to accept Electronic Signatures provided by any and all other parties to this Contract as (i) full and sufficient intent by such parties to be bound hereunder,

(ii) effective execution and delivery of this Contract, and (iii) constituting this Contract an original for all purposes, without the necessity for any manually signed copies to be provided, maintained or to exist for back up or for any other purpose.

(c) If Electronic Signatures are used to execute this Contract, each party hereto hereby accepts the terms of, and intends and does sign, this Contract by its Electronic Signature hereto.

Section 23. Transaction Documents.

(a) The Record Owner acknowledges and agrees that the entire agreement between Record Owner and the Governmental Unit includes the Transaction Documents.

(b) By executing this Contract, the Record Owner acknowledges and agrees that:

(i) The Record Owner has had sufficient time to review and has reviewed each of the Transaction Documents and has had the opportunity to ask any questions of the Governmental Unit, the Program Administrator, or the Assignee that Record Owner may have regarding such Transaction Documents;

(ii) The Record Owner acknowledges receipt of and has reviewed, understands and agrees to each and every additional requirement and term contained in the Program Guidelines; and

(iii) The Record Owner has reviewed, understands, agrees to and affirms each and every representation and warranty contained in the Record Owner's PACE Application and the Program Guidelines.

Section 24. Execution and Return of Contract.

The Record Owner must execute and return this Contract to the Governmental Unit or the Program Administrator at the address set forth in the "Notice Information" section of Exhibit A so that it is received by the Governmental Unit or the Program Administrator not later than the expiration date set forth on Exhibit A. If the Record Owner fails to return this Contract so executed to the Governmental Unit or the Program Administrator by the expiration date, the Governmental Unit reserves the right to require the Record Owner to enter into a new Contract. The signature of each person signing as or on behalf of the Record Owner must be notarized by a duly licensed notary unless executed by Electronic Signatures.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Governmental Unit and the Record Owner have caused this Contract to be executed in their respective names by their duly authorized representatives, all as of the Effective Date.

Record Owner:

[INSERT FORMAL NAME OF RECORD OWNER]

By:

Name: _____

Title: _____

STATE OF _____)

)
COUNTY OF _____)

I, _____, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT _____, the _____ of _____, a _____, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such _____, appeared before me this day in person and acknowledged that _____ signed and delivered the said instrument, pursuant to authority given by said _____, as _____ own free and voluntary act, and as the free and voluntary act of the municipal corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal as of _____, _____.

Notary Public

My Commission Expires: (SEAL)

EXHIBIT A

**RECORD OWNER, DESCRIPTION OF PROPERTY, DESCRIPTION OF PROJECT,
TRANSACTION DOCUMENTS, OUTSIDE COMPLETION DATE, IDENTIFICATION
OF CIRCUIT COURT, NOTICE INFORMATION AND EXPIRATION DATE**

Record Owner: [INSERT FORMAL NAME OF RECORD OWNER]

Description of Property:

[INSERT COMMON PROPERTY STREET ADDRESS]

PINS: [TO BE COMPLETED]

County: [INSERT COUNTY IN WHICH PROPERTY IS LOCATED]

Description of Project:

The Project consists of the following (check all that apply):

Energy Efficiency Improvement

Alternative Energy Improvement

Water Use Improvement

Renewable Energy Improvement

Resiliency Improvement

Transaction Documents:

[To be Completed]

Outside Completion Date: [To be inserted]

Identification of Circuit Court for Foreclosure Actions:

Expiration Date: [____]

Notice Information:

If to PACE Program:

With a copy to

If to Record Owner:

With a copy to

Legal Description:

[INSERT FORMAL PROPERTY LEGAL DESCRIPTION]

SCHEDULE I

**TERMS OF ASSESSMENT AND SCHEDULE OF ANNUAL ASSESSMENT AMOUNTS,
INCLUDING PRINCIPAL, INTEREST AND ESTIMATED ASSESSMENT
ADMINISTRATIVE FEES**

Terms of the Assessment

Closing Date: [_____]

Redemption Dates: [June 1 and December 1]

Interest Rate: [_____]

Term: [_____]

Prepayment: The Assessment may be prepaid, in whole or in part, as described in Section 3(f) of this Contract and as set forth below:

(i) In the event the Project is completed and the full amount of the Assessment was not utilized to complete the Project such that there are excess proceeds on deposit with respect to the Project remaining after such completion of the Project, then, such excess funds shall be applied as a prepayment of the Assessment and, if applicable, the Bonds shall be redeemed in accordance with the applicable Bond documents. Such prepayment shall not reduce the amount of the Annual Assessment Installments as set forth in Schedule I attached hereto except for the last Annual Assessment Installments to the extent necessary to reflect the application of such prepayment to such last installments. Notwithstanding anything to the contrary contained in this Contract or any of the exhibits or schedules to this Contract, the payment of such excess funds as provided in the first sentence of this clause (i) shall not be subject to any of the requirements of Section 3(f) of this Contract, and it shall not be required that any such payment be made on any particular date, any such payment be subject to a minimum amount or the Minimum Prepayment Amount, or that there be any Redemption Premium paid in connection therewith, as a result thereof or as a condition thereto.

(ii) In the event the Record Owner makes a Prepayment of the Assessment and the Property constitutes more than one parcel (i.e., more than one PINs), the Program Administrator in consultation with the Governmental Unit shall have the right to apply the Assessment Prepayment Amount to one or more of such parcels as determined by the Program Administrator and the Governmental Unit in their sole and absolute discretion such that the Assessment Amount with respect to the parcel or parcels to which the Program Administrator in consultation with the Governmental Unit applies the Assessment Prepayment Amount shall be reduced by the portion of the Assessment Prepayment Amount applied to such parcel or parcels.

Minimum Prepayment Amount: \$[_____]

Redemption Terms:

<u>Prepayment Date</u>	<u>[Redemption] Premium</u>

The Assessment

Annual Assessment Amount: The “Annual Assessment Amount” is the Assessment Installment and Assessment Administrative Fees collectible under this Contract in a given calendar year, and as estimated pursuant to the Schedule of Annual Assessment Amounts below.

Assessment Administrative Fees: The “Assessment Administrative Fees” means, as set forth in Section 3(e) of this Contract, all amounts necessary in order to pay for the costs of collecting the Assessment (including any and all costs of enforcement, including foreclosure or other remedies for default on the Assessment), the administration of the Assessment, the administration of the Bonds or the Warehouse Fund, other administrative costs and any amounts the Record Owner may owe for indemnification as set forth in Section 12 hereto.

Assessment Amount: The initial amount of the Assessment (the “Assessment Amount”) that is the total of all costs, fees, and expenses eligible for financing, as set forth in the chart below and described as follows: the cost of the Project (“Project Cost”), including the cost of materials and labor necessary for installation, permit fees, inspection fees, and other eligible costs, fees and expenses related to the acquisition, construction, installation, or modification of the Project; program administrative fees (“Program Fees), including the costs and fees of the Program or other fees that may be charged to the Record Owner in connection with the application for PACE Funding, the execution of this Contract, the costs of issuance of Bonds by the Governmental Unit or the Authority and the provision of interim financing by the Warehouse Fund; other third-party fees, costs, and expenses (“Other Fees”) that may be incurred by or charged to the Record Owner in connection with the execution of this Contract, the issuance of Bonds and the provision of interim financing, including property specific legal reviews and recording fees; prepaid interest that is capitalized (“Capitalized Interest”); a debt service reserve, if required (“Debt Service Reserve”); and any fees charged by any capital provider purchasing the Bonds upon issuance and Warehouse Fund (“Capital Provider Fees).

Project Cost	\$[_____]
Program Fees	\$[_____]
Other Fees	\$[_____]
Capitalized Interest	\$[_____]
Debt Service Reserve (if required)	\$[_____]
Capital Provider Fees	\$[_____]
Assessment Amount	\$[_____]

[The Assessment shall be allocated among the PINs in the [years and] amounts as set forth below][in an amendment to this Schedule I which shall be executed when the Bonds are issued

or interim financing is provided].]⁴ Record Owner consents and agrees to the allocation of the Assessment as set forth below and further agrees that Record Owner shall not have the right to subdivide any parcels of the Property, whether identified by PIN herein or otherwise, without first either (a) prepaying the Assessment in full in accordance with the terms of this Contract, or (b) obtaining the prior written consent of the owners of the Bonds or the Warehouse Fund, as the case may be, which consent may be withheld in their sole and absolute discretion.

Assessment Installment: Each “Assessment Installment” is the annual amount of the Assessment Amount and the interest thereon due under this Contract as further set forth in the Schedule of Annual Assessment Amounts below.

Assessment Obligations: The “Assessment Obligations” include the Assessment Amount, any Assessment Administrative Fees, all Assessment Installments, any interest and penalties allowable on due but unpaid Annual Assessment Amounts, and any other amounts due and payable by the Record Owner under this Contract.

Schedule of Annual Assessment Amounts: The anticipated schedule of Annual Assessment Amounts due under this Contract is set forth below.

⁴ **Drafting Note:** This bracketed language, or a variation thereof, should be used for Properties comprised of more than one tax parcel or PIN, and should be deleted for Properties comprised of only one tax parcel.

SCHEDULE II

DISCLOSURES AND EXCEPTIONS; PERMITTED LIENS

[TO BE COMPLETED BY RECORD OWNER, IF ANY]

SCHEDULE III

ENVIRONMENTAL SCHEDULE

[TO BE COMPLETED BY RECORD OWNER, IF ANY]

EXHIBIT K
FORM OF CONFLICT WAIVER

[Date]

Senior Counsel, Public Finance
Illinois Finance Authority
160 N. LaSalle St., Suite S-1000
Chicago, IL 60601

[AAA Information]

Re: [Name of Bond Issue]
(the “**Bonds**”)

Dear _____:

[Name of bond obligor] (the “**Borrower**”) has requested that we serve as bond counsel to the Illinois Finance Authority (the “**Authority**”) in connection with the issuance of the above-referenced Bonds. _____ (the “**AAA**”) has also requested that our firm serve as its counsel in connection with the issuance of the Bonds.

The Illinois Rules of Professional Conduct do not permit a lawyer to represent a client if the representation of that client may be materially limited by the lawyer’s responsibility to another client or to a third party or by the lawyer’s own interest, unless the lawyer reasonably believes that the representation will not be adversely affected and the client consents following disclosure of the dual representation. Given the nature of the matter for which we are being engaged, we do not believe that our representation of the Authority as bond counsel will be adversely affected by our firm’s separate representation of the AAA, nor will our representation of the AAA be adversely affected by our firm’s separate representation of the Authority as bond counsel.

We affirm that our representation of each of the Authority and the AAA in connection with the issuance of the Bonds will conform with all applicable rules of professional conduct related to the performance of legal services. We will make all reasonable efforts to avoid or mitigate any actual or potential conflicts, including the use of different lawyers within our firm to serve as counsel in each role. [*List the attorneys for each party and describe the plan to be used to avoid or mitigate conflicts.*] Furthermore, we will not represent either the Authority or the AAA in any dispute, claim, workout, challenge, controversy, litigation, or adjudicatory proceeding that is threatened or arises concerning the Bonds or related matters absent the written consent of the other party.

If the foregoing terms are acceptable to you, we request that each of you evidence your consent to any potential conflict related to our service as bond counsel to the Authority and as counsel to the AAA, respectively, by signing and returning this letter, retaining a copy for your files.

Very truly yours,

[NAME OF FIRM]

By _____

CONSENTED AND AGREED TO:

ILLINOIS FINANCE AUTHORITY

By _____
[Name]
Senior Counsel, Public Finance

CONSENTED AND AGREED TO:

[AAA]

By _____
Authorized Officer