

**KNOXVILLE JUNCTION SPECIAL SERVICE AREA
AMENDMENT TO REGULATORY AGREEMENT**

This Amendment ("Amendment") is made to the Knoxville Junction Special Service Area Regulatory Agreement ("Regulatory Agreement") this _____ day of _____, 2017, by and between the CITY OF PEORIA, ILLINOIS ("City") and KNOXVILLE JUNCTION SPECIAL SERVICE AREA CORPORATION, an Illinois not-for-profit corporation ("Knoxville Junction").

WHEREAS, the City is a home rule unit of local government as described in the Illinois Constitution of 1970; and

WHEREAS, the City, exercising its power and authority pursuant to Section 6 of Article VII of the Illinois Constitution of 1970 and authority granted by the Special Service Area Tax Law (35 ILCS 200/27-5 et seq.) adopted Ordinance number 17,236 on June 9, 2015 creating the Knoxville Junction Special Service Area ("SSA") and Providing for the Levy of Special Taxes and Performance of Special Services ("SSA Ordinance"); and

WHEREAS, Knoxville Junction has been organized as an Illinois not-for-profit corporation to provide and perform the services described in the SSA Ordinance relating to the construction, maintenance and use of the improvements; and

WHEREAS, the SSA Ordinance authorized and directed the City to enter into a Regulatory Agreement which Regulatory Agreement was entered into by and between the City and Knoxville Junction on June 16, 2015, a copy of which is attached hereto; and

WHEREAS, under the terms of the Regulatory Agreement the designated SSA Lender was identified as Heritage Bank of Central Illinois which Bank is now known as Morton Community Bank; and

WHEREAS, Knoxville Junction desires to refinance the Special Service Area Loan and substitute First Mid-Illinois Bank and Trust as the "Designated SSA Lender"; and

WHEREAS, Knoxville Junction has determined that substitution of the Designated SSA Lender as described herein is in the best interest of the SSA.

NOW, THEREFORE, IN CONSIDERATION of the promises and covenants provided herein the parties agree as follows.

1. SUBSTITUTION OF DESIGNATED SSA LENDER

First Mid-Illinois Bank and Trust is hereby approved as the Designated SSA Lender for the SSA and Exhibit A to the Regulatory Agreement is hereby Amended as provided in the Amended Exhibit A attached hereto and made a part hereof.

2. SPECIAL SERVICE AREA LOAN

The Special Service Area Loan ("SSA Loan") as refinanced by the substituted Designated SSA Lender shall in all respects conform to the SSA Ordinance and Regulatory Agreement.

3. EFFECTIVE DATES

This Amendment shall be effective on the date hereof. Substitution of the Designated SSA Lender shall be effective and occur on the date that the substituted SSA Lender funds the SSA Loan and Morton Community Bank acknowledges receipt of the funds by signing Exhibit B attached hereto.

4. BINDING EFFECT

Except as expressly modified in this Amendment, the Regulatory Agreement shall remain in full force and effect according to its terms.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

CITY OF PEORIA, an Illinois municipal corporation

By: _____
Its: _____

Attest: _____
City Clerk

Approved as to Form:

By: _____
Corporation Counsel

KNOXVILLE JUNCTION SPECIAL SERVICE
AREA CORPORATION
an Illinois not-for-profit corporation

By: _____

Attest: _____

KNOXVILLE JUNCTION SPECIAL SERVICE AREA

EXHIBIT A
AMENDED LENDER DESIGNATION

The undersigned does hereby designate First Mid-Illinois Bank and Trust as the Designated SSA Lender.

KNOXVILLE JUNCTION SPECIAL SERVICE AREA CORPORATION,
an Illinois not-for-profit corporation

By: _____

Attest: _____

APPROVAL

In accordance with the Knoxville Junction Special Service Area Regulatory Agreement, the City of Peoria, Illinois does hereby approve First Mid-Illinois Bank and Trust as the Designated SSA Lender.

CITY OF PEORIA, an Illinois municipal corporation

By: _____

Its: _____

Attest: _____

City Clerk

Approved as to Form:

By: _____

Corporation Counsel

KNOXVILLE JUNCTION SPECIAL SERVICE AREA

**EXHIBIT B
RECEIPT OF FUNDS**

The undersigned, Morton Community Bank, formerly known as Heritage Bank of Central Illinois does hereby acknowledge receipt of funds from First Mid-Illinois Bank and Trust sufficient to pay off in full all amounts owed by Knoxville Junction Special Service Area Corporation pursuant to a certain Loan Agreement and Promissory Note dated June 18, 2015 in the original principal amount of \$1,950,000.00.

MORTON COMMUNITY BANK formerly known as
HERITAGE BANK OF CENTRAL ILLINOIS

By: _____

Date: _____