

Ordinance No. 04- 59

AN ORDINANCE APPROVING AN EQUIPMENT LEASE WITH ILLINOIS NATIONAL BANK

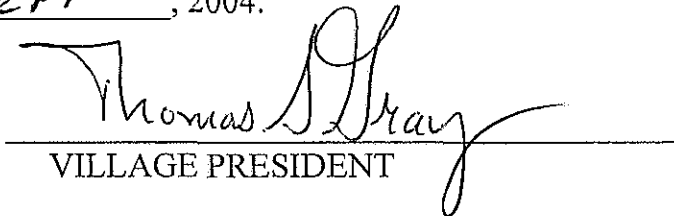
BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF CHATHAM, SANGAMON COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: That certain lease agreement with Illinois National Bank for the lease and ultimate purchase, of certain equipment, a copy of which is attached hereto, is hereby approved, along with a signature resolution required by Illinois National Bank, a copy of which is also attached hereto.

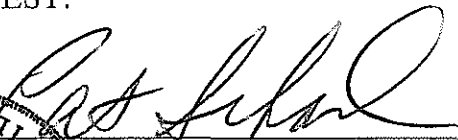
SECTION 2: The Village President is hereby authorized to execute the lease/purchase agreement, and thereafter, the proper officers and employees of the Village are authorized and directed to carry out the lease according to its terms.


SECTION 3: This Ordinance is effective upon its passage by a 2/3 vote of the corporate authorities, in accordance with Section 11-76-6 of the Illinois Municipal Code.

PASSED this 14 day of SEPT, 2004.


VILLAGE PRESIDENT

ATTEST:


Village Clerk



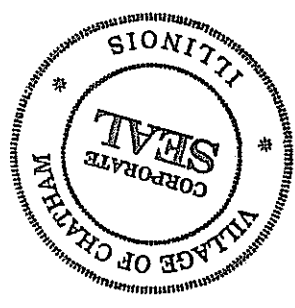
6 HERR McADAMS BOYLE McBARTHY McGRATH KAVANAGH

NAYS: 0

PASSED: 9-14-04

APPROVED: 9-14-04

ABSENT: 0



ORDINANCE CERTIFICATE

STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

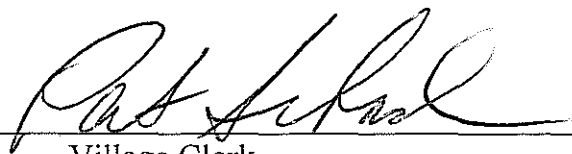
I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Chatham, Sangamon County, Illinois.

I do further certify that the ordinance attached hereto is a full, true, and exact copy of Ordinance No. 04-59, adopted by the President and Board of Trustees of said Village on the 14 day of SEPT., 2004, said Ordinance being entitled:

AN ORDINANCE APPROVING AN EQUIPMENT LEASE WITH ILLINOIS NATIONAL BANK

I do further certify that prior to the making of this certificate, the said Ordinance was spread at length upon the permanent records of said Village, where it now appears and remains.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said Village this 14 day of SEPT., 2004.



Village Clerk



LEASE

THIS LEASE, made this 15th day of September, 2004, by and between Illinois National Bank, an Illinois corporation ("Lessor") and the Village of Chatham ("Lessee").

WITNESSETH:

For and in consideration of the mutual covenants and promises hereinafter set forth, the parties hereto agree as follows:

1. LEASE. Lessor hereby leases to Lessee, and Lessee hereby leases and hires from Lessor, the equipment and other property described on Schedule A (the "Equipment").

2. TERM. The term of this lease shall commence on September 15, 2004 and shall terminate on August 15, 2008.

3. RENT. The rent for the Equipment shall be the amount designated on Schedule B. Lessee shall pay Lessor said rent in advance, in the amounts and at the times set forth in Schedule B, at the office of Lessor, or to such other person and/or at such other place as Lessor may from time to time designate in writing. Lessor and Lessee acknowledge and agree that the interest rate used to calculate the rent as shown on Exhibit B assumes that such interest payments shall be tax exempt and bank qualified under the current provisions of the Internal Revenue Code of 1986, as amended (the "Code"). In the event that it is determined that such interest payments are not bank qualified or tax exempt under the current provisions of the Code the rent payments shall be recalculated using an interest rate of 4.3% retroactive to the commencement date of this Lease.

4. USE. Lessee shall use the Equipment in a careful and proper manner and shall comply with and conform to all national, state, municipal, police and other laws, ordinances and regulations in anywise relating to the possession, use or maintenance of the Equipment. If at any time during the term hereof Lessor supplies Lessee with labels, plates or other markings, stating that the Equipment is owned by Lessor, Lessee shall affix and keep the same upon a prominent place on the Equipment.

5. LESSEE'S INSPECTION; CONCLUSIVE PRESUMPTIONS. Lessee shall inspect the Equipment within forty-eight (48) hours after receipt thereof. Unless Lessee within said period of time gives written notice to Lessor, specifying any defect in or other proper objection to the Equipment, Lessee agrees that it shall be conclusively presumed, as between Lessor and Lessee, that Lessee has fully inspected and acknowledged that the Equipment is in good condition and repair, and that Lessee is satisfied with and has accepted the Equipment in such good condition and repair.

6. LESSOR'S INSPECTION. Lessor shall at any and all times during business hours have the right to enter into and upon the premises where the Equipment may be located for the purpose of inspecting the same or observing its use. Lessee shall give Lessor immediate notice of

any attachment or other judicial process affecting any item of Equipment and shall, whenever requested by Lessor advise Lessor of the exact location of the Equipment.

7. ALTERATIONS. Without the prior written consent of Lessor, Lessee shall not make any alterations, additions or improvements to the Equipment. Such permitted alterations, additions or improvements may, at Lessee's option, be removed by Lessee upon the expiration or earlier termination of this Lease if and only if such removal may be accomplished without damage to the Equipment or otherwise reducing its value below that which it would have been in the event no such alterations, additions or improvements had been made.

8. REPAIRS. Lessee, at its own cost and expense, shall keep the Equipment in good repair, condition and working order and shall furnish any and all parts, mechanisms and devices required to keep the Equipment in good mechanical and working order.

9. LOSS AND DAMAGE; STIPULATED LOSS VALUE. Lessee hereby assumes and shall bear the entire risk of loss and damage to the Equipment from any and every cause whatsoever. No loss or damage to the Equipment or any part thereof shall impair any obligation of Lessee under this Lease which shall continue in full force and effect.

In the event of loss or damage of any kind whatever the Equipment, Lessee shall:

- (a) Place the same in good repair, condition and working order, or replace the same with like Equipment in good repair, condition and working order; or
- (b) If in the reasonable judgment of Lessor same is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair, pay Lessor therefor in cash the "Stipulated Loss Value" as set forth in the Schedule B. Upon such payment this Lease shall terminate with respect to such item of Equipment so paid for and Lessee thereupon shall become entitled to such item of Equipment as-is-where-is without warranty, express or implied, with respect to any matter whatsoever.

10. SURRENDER. Upon the expiration or earlier termination of this Lease, with respect to the Equipment, Lessee shall (unless Lessee has paid Lessor in cash the Stipulated Loss Value" of such item of Equipment pursuant to paragraph 9 hereof) return the same to Lessor in good repair, condition and working order, ordinary wear and tear resulting from proper use thereof alone excepted, in the following manner as may be specified by Lessor:

- (a) By delivering such Equipment at Lessee's cost and expense to such place as Lessor shall specify within the city or county in which the same was delivered to Lessee or to which same was moved with the written consent of Lessor; or
- (b) By loading such Equipment at Lessee's cost and expense on board such carrier as Lessor shall specify and shipping the same, freight collect, to the destination designated by Lessor.

11. INSURANCE. Lessee shall keep the Equipment insured against all risks of loss or damage by fire and such other risks as are covered by endorsement commonly known as supplemental or extended coverage for not less than the "Stipulated Loss Value" as set forth in the schedule; and shall carry public liability and property damage insurance covering the Equipment in amounts of not less than \$200,000 in respect of bodily injury or death to anyone person, not less than \$500,000 in respect of anyone accident, and not less than \$100,000 in respect of property damage. All such insurance shall insure both Lessor and Lessee. The Lessee may effect such coverages under its blanket policies. All such policies shall be written by companies presently insuring the Lessee or other companies reasonably satisfactory to the Lessor and certificates showing such coverages to be in effect shall be furnished to the Lessor upon request. Each insurer shall agree, by endorsement upon the certificate or certificates issues by it or by independent instrument furnished to Lessor, that it will give Lessor thirty (30) days' written notice before the policy in question shall be altered or cancelled and that any proceeds shall be paid jointly to the Lessor and Lessee as their interests may appear. The proceeds of such insurance, at the option of Lessor, shall be applied (a) toward the replacement, restoration or repair of the Equipment, or (b) toward payment of the obligations of Lessee hereunder.

12. TAXES. Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances other than those being contested which as a result of such contest do not adversely threaten Lessor's title to the Equipment and shall pay when due all license fees, registration fees, assessments, charges and taxes (municipal, state and federal) which may now or hereafter be imposed upon the ownership, leasing, renting, sale, possession or use of the Equipment, excluding, however, all taxes on or measured by Lessor's income.

13. LESSOR'S PAYMENT. In case of failure of Lessee to procure or maintain said insurance or to pay said fees, assessments, charges and taxes, all as herein before specified, Lessor shall have the right, but shall not be obligated, to effect such insurance, or pay said fees, assessments, charges and taxes, as the case may be. In that event, the cost thereof shall be repayable to Lessor with the next installment of rent, and failure to repay the same shall carry with it the same consequence, including interest at percent per annum, as failure to pay any installment of rent.

14. WARRANTIES. LESSOR MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE AND LESSOR SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE TO LESSEE, OR TO ANYONE ELSE, OF ANY KIND AND HOWSOEVER CAUSED, WHETHER BY ANY VEHICLE, OR THE REPAIR OR MAINTENANCE OF ANY VEHICLE, OR BY THE FAILURE OF ANY VEHICLE, OR INTERRUPTION OF SERVICE OR USE OF ANY VEHICLE LEASED UNDER THIS LEASE..

15. INDEMNITY. Lessee shall indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including reasonable attorneys' fees arising out of, connected with, or resulting from the Equipment, including without limitation the manufacture, selection, delivery, possession, use, opera-

tion or return of the Equipment. Each party agrees that it will give the other prompt notice of the assertion of any such claim or the institution of any such action, suit or proceeding.

16. DEFAULT. If Lessee with regard to the Equipment fails to pay any rent or other amount herein provided within ten (10) days after the same is due and payable, or if Lessee with regard to the Equipment fails to observe, keep or perform any other provision of this Lease required to be observed, kept or performed by Lessee, and if Lessee fails to remedy, cure or remove such failure in payment or such other failure in observing, keeping or performing the provisions of this Lease within ten (10) days after the receipt of written notice thereof from Lessor, Lessor shall have the right to exercise anyone or more of the following remedies:

- (a) To declare the entire amount of rent hereunder immediately due and payable as to any or all items of Equipment, without notice or demand to Lessee.
- (b) To sue for and recover all rents, and other payments, then accrued or thereafter accruing, with respect to any or all items of Equipment.
- (c) To take possession of the Equipment, without demand or notice, wherever same may be located, without any court order or other process of law. Lessee hereby waives any and all damages occasioned by such taking of possession unless caused by Lessor's gross negligence or willful misconduct. Any said taking of possession shall not constitute a termination of this Lease as to any or all items of the Equipment unless Lessor expressly so notifies Lessee in writing.
- (d) To terminate this Lease as to the Equipment.
- (e) To pursue any other remedy at law or in equity.

Notwithstanding any said repossession, or any other action which Lessor may take, Lessee shall be and remain liable for the full performance of all obligations on the part of Lessee to be performed under this Lease.

All such remedies are cumulative, and may be exercised concurrently or separately. In no event, however, shall these remedies be exercised in such a manner that the Lessor recovers more than the balance of the rent and any other amounts payable by Lessee to Lessor hereunder, plus the fair market value as determined under paragraph 32 hereof which the Equipment would have at the end of the initial term of the Lease.

17. BANKRUPTCY. Neither this Lease nor any interest therein is assignable or transferable by operation of law. If any proceeding under the Bankruptcy Act, as amended, is commenced by Lessee, or such an action is commenced against Lessee and is not dismissed within sixty (60) days after the commencement thereof, or if the Lessee is adjudged insolvent, or if the Lessee makes any assignment for the benefit of his creditors, or if a writ of attachment or execution is levied on the Equipment and is not released or satisfied within ten (10) days thereafter, or if a receiver is appointed in any proceeding or action to which the Lessee is a party with authority to take possession or control of the Equipment, Lessor shall have and may exercise anyone or

more of the remedies set forth in paragraph 16 hereof, and this Lease shall, at the option of Lessor on notice to Lessee, immediately terminate and shall not be treated as an asset of Lessee after the exercise of said option.

18. CONCURRENT REMEDIES. No right or remedy herein conferred upon or reserved to Lessor is exclusive of any other right or remedy herein or by law or equity provided or permitted; but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time.

19. LESSOR'S EXPENSES. Lessee shall pay Lessor all costs and expenses, including reasonable attorneys' fees, incurred by Lessor in exercising any of its rights or remedies hereunder or enforcing any of the terms, conditions, or provisions hereof.

20. ASSIGNMENT. Without the prior written consent of Lessor, Lessee shall not (a) assign, transfer, pledge or hypothecate this Lease, the Equipment or any part thereof, or any interest therein or (b) sublet or lend the Equipment or any part thereof, or permit the Equipment or any part thereof to be used by anyone other than Lessee or Lessee's employees. Consent to any of the foregoing prohibited acts applies only in the given instance, and is not a consent to any subsequent like act by Lessee or any other person. No such permitted sublease shall operate to relieve the Lessee of its obligations hereunder which shall remain those of a principal and not a guarantor.

Subject always to the foregoing, this Lease inures to the benefit of, and is binding upon, the heirs, legatees, personal representatives, successors and assigns of the parties hereto.

21. LESSOR'S ASSIGNMENT. All rights of Lessor hereunder may be assigned, pledged, mortgaged, transferred, or otherwise disposed of, either in whole or in part, without notice to Lessee. If Lessor assigns this Lease or the rentals due or to become due hereunder or any other interest herein, no breach or default by Lessor hereunder or pursuant to any other agreement between Lessor or Lessee, should there be one, shall excuse performance by Lessee of any provision hereof. No such assignee shall be obligated to perform any duty, covenant or condition required to be performed by Lessor under the terms of this Lease. Anything herein contained to the contrary, Lessor shall not have the right to, and agrees that it will not, include in any such assignment any of Lessor's rights against vendors, manufacturers or suppliers of any of the Equipment.

22. OWNERSHIP. The Equipment is, and shall at all times be and remain, the sole and exclusive property of Lessor; and the Lessee shall have no right, title or interest therein or thereto except as expressly set forth in this Lease.

23. PERSONAL PROPERTY. The Equipment is, and shall at all times be and remain, personal property.

24. INTEREST. Should Lessee fail to pay any part of the rent herein reserved or any other sum required by Lessee to be paid to Lessor, within ten (10) days after the due date thereof,

Lessee shall pay unto the Lessor interest on such delinquent payment from the expiration of said ten (10) days until paid at the rate of ___ percent per annum.

25. OFFSET. Lessee hereby waives any and all existing and future claims, and offsets, against any rent or other payment due hereunder and agrees to pay the rent and other amounts hereunder regardless of any offset or claim which may be asserted by Lessee or on its behalf.

26. NON WAIVER. No covenant or condition of this Lease can be waived except by the written consent of Lessor. Forbearance or indulgence by Lessor in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by Lessee to which the same may apply, and, until complete performance by Lessee of said covenant or condition, Lessor shall be entitled to invoke any remedy available to Lessor under this Lease or by law or in equity despite said forbearance or indulgence.

27. ENTIRE AGREEMENT. This instrument constitutes the entire agreement between Lessor and Lessee, and it shall not be amended, altered or changed except by a written agreement signed by the parties hereto.

28. NOTICES. Service of all notices under this agreement shall be sufficient if given personally or mailed via registered mail to the party involved at its respective address hereinafter set forth, or at such address as such party may provide in writing from time to time. Any such notice mailed to such address shall be effective when deposited in the United States mail, duly addressed and with postage prepaid.

29. GENDER: NUMBER. Whenever the context of this Lease requires, the masculine gender includes the feminine or neuter, and the singular number includes the plural and whenever the word "Lessor" is used herein, it shall include all assignees of Lessor.

30. TITLES. The titles to the paragraphs of this Lease are solely for the convenience of the parties, and are not an aid in the interpretation of the instrument.

31. TIME. Time is of the essence to this Lease and each and all of its provisions.

32. PURCHASE OPTION. Provided that the Lessee is not in default, Lessee shall have the right at the expiration of the term of this Lease as to purchase the Equipment, on an AS-IS-WHERE-IS basis, for cash, at a price equal to the residual value of \$1.00. Lessee shall give Lessor written notice 30 days prior to the end of the original lease term of its election to exercise the purchase option provided for in this Section. In the event Lessee exercises its option to purchase the Equipment by making the payment, Lessor agrees to take action necessary to obtain a transfer of ownership of the Equipment to Lessee.

33. LESSOR'S CONSENT. Whenever the consent or approval of the Lessor is required hereunder, Lessor agrees that same will not be unreasonably withheld.

34. CLAIMS. The Lessor hereby appoints and constitutes Lessee as its agent and attorney-in-fact during the term of this Lease to assert and enforce, at the sole cost and expense of the

Lessee, whatever claims and rights the Lessor may have as owner of the Equipment against any vendors, manufacturers, suppliers or contractors in respect thereof.

IN WITNESS WHEREOF the parties hereto have executed these presents the day and year first above written.

ILLINOIS NATIONAL BANK

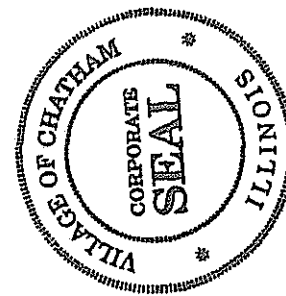
By: [Signature]
Title Vice President
Lessor

(SEAL)

VILLAGE OF CHATHAM

By: [Signature]
Title Village President
Lessee

(SEAL)



SCHEDULE B

Amortization Schedule without additional payments and without changes of rate (assumed)					Current Payment	\$6,419.41
					Current Interest Rate	2.95%
					Results:	
					Date paid:	10/17/2008
					Interest Paid:	17,594.68
Date	Balance	Payment	Interest	Principal		
9/13/2004	\$ 290,891.00					
10/17/2004	\$ 290,891.00	\$ 6,419.41	\$ 782.88	\$ 5,636.53		
11/17/2004	\$ 285,254.57	\$ 6,419.41	\$ 700.06	\$ 5,719.35		
12/17/2004	\$ 279,535.22	\$ 6,419.41	\$ 683.90	\$ 5,755.51		
1/17/2005	\$ 273,779.71	\$ 6,419.41	\$ 671.90	\$ 5,747.51		
2/17/2005	\$ 268,032.20	\$ 6,419.41	\$ 657.80	\$ 5,781.61		
3/17/2005	\$ 262,270.59	\$ 6,419.41	\$ 581.37	\$ 5,838.04		
4/17/2005	\$ 256,432.54	\$ 6,419.41	\$ 628.33	\$ 5,790.08		
5/17/2005	\$ 250,542.48	\$ 6,419.41	\$ 595.28	\$ 5,824.13		
6/17/2005	\$ 244,818.33	\$ 6,419.41	\$ 600.82	\$ 5,818.59		
7/17/2005	\$ 238,999.74	\$ 6,419.41	\$ 567.62	\$ 5,851.79		
8/17/2005	\$ 233,147.98	\$ 6,419.41	\$ 572.18	\$ 5,847.23		
9/17/2005	\$ 227,300.73	\$ 6,419.41	\$ 557.83	\$ 5,861.58		
10/17/2005	\$ 221,438.15	\$ 6,419.41	\$ 525.82	\$ 5,893.49		
11/17/2005	\$ 215,545.88	\$ 6,419.41	\$ 528.98	\$ 5,890.43		
12/17/2005	\$ 209,655.24	\$ 6,419.41	\$ 497.93	\$ 5,921.48		
1/17/2006	\$ 203,733.78	\$ 6,419.41	\$ 500.00	\$ 5,919.41		
2/17/2006	\$ 197,814.35	\$ 6,419.41	\$ 488.47	\$ 5,933.94		
3/17/2006	\$ 191,880.40	\$ 6,419.41	\$ 425.33	\$ 5,984.08		
4/17/2006	\$ 185,886.33	\$ 6,419.41	\$ 458.20	\$ 5,963.21		
5/17/2006	\$ 179,823.12	\$ 6,419.41	\$ 427.32	\$ 5,982.09		
6/17/2006	\$ 173,831.02	\$ 6,419.41	\$ 426.88	\$ 5,982.55		
7/17/2006	\$ 167,938.47	\$ 6,419.41	\$ 398.85	\$ 6,020.56		
8/17/2006	\$ 161,917.81	\$ 6,419.41	\$ 397.37	\$ 6,022.04		
9/17/2006	\$ 155,895.88	\$ 6,419.41	\$ 382.58	\$ 6,036.82		
10/17/2006	\$ 149,859.08	\$ 6,419.41	\$ 355.92	\$ 6,063.49		
11/17/2006	\$ 143,795.57	\$ 6,419.41	\$ 352.90	\$ 6,088.51		
12/17/2006	\$ 137,729.05	\$ 6,419.41	\$ 327.11	\$ 6,082.30		
1/17/2007	\$ 131,636.75	\$ 6,419.41	\$ 323.06	\$ 6,096.35		
2/17/2007	\$ 125,540.40	\$ 6,419.41	\$ 308.10	\$ 6,111.31		
3/17/2007	\$ 119,429.09	\$ 6,419.41	\$ 284.73	\$ 6,154.68		
4/17/2007	\$ 113,274.41	\$ 6,419.41	\$ 277.99	\$ 6,141.42		
5/17/2007	\$ 107,132.99	\$ 6,419.41	\$ 254.44	\$ 6,164.97		
6/17/2007	\$ 100,988.03	\$ 6,419.41	\$ 247.79	\$ 6,171.62		
7/17/2007	\$ 94,798.41	\$ 6,419.41	\$ 225.14	\$ 6,194.27		
8/17/2007	\$ 88,602.14	\$ 6,419.41	\$ 217.44	\$ 6,201.97		
9/17/2007	\$ 82,400.17	\$ 6,419.41	\$ 202.22	\$ 6,217.19		
10/17/2007	\$ 76,182.89	\$ 6,419.41	\$ 180.93	\$ 6,238.48		
11/17/2007	\$ 69,944.51	\$ 6,419.41	\$ 171.88	\$ 6,247.75		
12/17/2007	\$ 63,686.76	\$ 6,419.41	\$ 151.28	\$ 6,268.13		
1/17/2008	\$ 57,428.53	\$ 6,419.41	\$ 140.94	\$ 6,278.47		
2/17/2008	\$ 51,150.18	\$ 6,419.41	\$ 125.53	\$ 6,293.88		
3/17/2008	\$ 44,856.28	\$ 6,419.41	\$ 102.98	\$ 6,318.43		
4/17/2008	\$ 38,539.85	\$ 6,419.41	\$ 94.58	\$ 6,324.83		
5/17/2008	\$ 32,215.02	\$ 6,419.41	\$ 78.51	\$ 6,342.90		
6/17/2008	\$ 25,872.12	\$ 6,419.41	\$ 63.49	\$ 6,355.92		
7/17/2008	\$ 19,516.21	\$ 6,419.41	\$ 48.35	\$ 6,373.06		
8/17/2008	\$ 13,143.15	\$ 6,419.41	\$ 32.28	\$ 6,387.15		
9/17/2008	\$ 6,756.00	\$ 6,419.41	\$ 16.58	\$ 6,402.83		
10/17/2008	\$ 353.17	\$ 354.00	\$ 0.84	\$ 353.17		
11/17/2008	\$ -					
Totals:		\$ 308,485.68	\$ 17,694.68	\$ 280,891.00		

GOVERNMENTAL CERTIFICATE

Original	Loan Date	Interest	Loan No.	Collateral	Account	Reference	Initials
	08-08-2004						

References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations.

Entity: VILLAGE OF CHATHAM
116 E. MULBERRY
CHATHAM, IL 62628

Lender: ILLINOIS NATIONAL BANK
322 E. CAPITOL AVE.
SPRINGFIELD, IL 62701

WE, THE UNDERSIGNED, DO HEREBY CERTIFY THAT:

THE ENTITY'S EXISTENCE. The complete and correct name of the governmental entity is VILLAGE OF CHATHAM ("Entity"). The Entity is a governmental entity which is, and at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the laws and regulations of The Entity's state of organization. The Entity has the full power and authority to own its properties and to transact the business and activities in which it is presently engaged or presently proposes to engage. The Entity maintains an office at 116 E. MULBERRY, CHATHAM, IL 62628. The Entity shall do all things necessary to preserve and to keep in full force and effect its existence, rights and privileges, and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of the Entity and any other governmental or quasi-governmental authority or court applicable to the Entity and The Entity's business activities.

CERTIFICATES ADOPTED. At a meeting of the appropriate governing body of the Entity, duly called and held on _____, at which a quorum was present and voting, or by other duly authorized action in lieu of a meeting, the resolutions set forth in this Certificate were adopted.

OFFICIALS. The following named persons is an Officials of VILLAGE OF CHATHAM:

NAMES	TITLES	AUTHORIZED	ACTUAL SIGNATURES
TOM GRAY	VILLAGE PRESIDENT	Y X	_____
_____	_____	Y X	_____
_____	_____	Y X	_____
_____	_____	Y X	_____
_____	_____	Y X	_____
_____	_____	Y X	_____
_____	_____	Y X	_____

ACTIONS AUTHORIZED. Any one (1) of the authorized persons listed above may enter into any agreements of any nature with Lender, and those agreements will bind the Entity. Specifically, but without limitation, any one (1) of such authorized persons is authorized, empowered, and directed to do the following for and on behalf of the Entity:

Borrow Money. To borrow, as a assigner or otherwise, from time to time from Lender, on such terms as may be agreed upon between the Entity and Lender, such sum or sums of money as in their judgment should be borrowed, without limitation.

Execute Notes. To execute and deliver to Lender the promissory note or notes, or other evidence of the Entity's credit accommodations, on Lender's forms, at such rates of interest and on such terms as may be agreed upon, evidencing the sums of money so borrowed, or any of the Entity's indebtedness to Lender, and also to execute and deliver to Lender one or more renewals, extensions, modifications, refinancings, consolidations, or substitutions for one or more of the notes, any portion of the notes, or any other evidence of credit accommodations.

Grant Security. To mortgage, pledge, transfer, endorse, hypothecate, or otherwise encumber and deliver to Lender any property now or hereafter belonging to the Entity or in which the Entity now or hereafter may have an interest, including without limitation all of the Entity's real property and all of the Entity's personal property (tangible or intangible), as security for the payment of any loans or credit accommodations so obtained, any promissory notes so executed (including any amendments to or modifications, renewals, and extensions of such promissory notes), or any other or further indebtedness of the Entity to Lender at any time owing, however the same may be evidenced. Such property may be mortgaged, pledged, transferred, endorsed, hypothecated or encumbered at the time such loans are obtained or such indebtedness is incurred, or at any other time or times, and may be either in addition to or in lieu of any property theretofore mortgaged, pledged, transferred, endorsed, hypothecated or encumbered.

Execute Security Documents. To execute and deliver to Lender the forms of mortgage, deed of trust, pledge agreement, hypothecation agreement, and other security agreements and financing statements which Lender may require and which shall evidence the terms and conditions under and pursuant to which such liens and encumbrances, or any of them, are given; and also to execute and deliver to Lender any other written instruments, any chattel paper, or any other collateral, of any kind or nature, which Lender may deem necessary or proper in connection with or pertaining to the giving of the liens and encumbrances. Notwithstanding the foregoing, any one of the above authorized persons may execute, deliver, or record financing statements.

Negotiate Items. To draw, endorse, and discount with Lender all drafts, trade acceptances, promissory notes, or other evidence of indebtedness payable to or belonging to the Entity or in which the Entity may have an interest, and either to receive cash for the same or to cause such proceeds to be credited to the Entity's account with Lender, or to cause such other disposition of the proceeds derived therefrom as they may deem advisable.

Further Acts. In the case of lines of credit, to designate additional or alternate individuals as being authorized to request advances under such lines, and in all cases, to do and perform such other acts and things, to pay any and all fees and costs, and to execute and deliver such other documents and agreements, including agreements waiving the right to a trial by jury, as the Officials may in their discretion deem reasonably necessary or proper in order to carry into effect the provisions of this Certificate.

**GOVERNMENTAL CERTIFICATE
(Continued)**

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ASSUMED BUSINESS NAMES. The Entity has filed or recorded all documents or filings required by law relating to all assumed business names used by the Entity. Excluding the name of the Entity, the following is a complete list of all assumed business names under which the Entity does business: None.

NOTICES TO LENDER. The Entity will promptly notify Lender in writing at Lender's address shown above (or such other addresses as Lender may designate from time to time) prior to any (A) change in the Entity's name; (B) change in the Entity's assumed business name(s); (C) change in the structure of the Entity; (D) change in the authorized signer(s); (E) change in the Entity's principal office address; (F) change in the Entity's principal residence; or (G) change in any other aspect of the Entity that directly or indirectly relates to any agreements between the Entity and Lender.

CERTIFICATION CONCERNING OFFICIALS AND CERTIFICATES. The Officials named above is duly elected, appointed, or employed by or for the Entity, as the case may be, and occupy the positions set opposite their respective names. This Certificate now stands of record on the books of the Entity, is in full force and effect, and has not been modified or revoked in any manner whatsoever.

CONTINUING VALIDITY. Any and all acts authorized pursuant to this Certificate and performed prior to the passage of this Certificate are hereby ratified and approved. This Certificate shall be continuing, shall remain in full force and effect and Lender may rely on it until written notice of its revocation shall have been delivered to and received by Lender at Lender's address shown above (or such addresses as Lender may designate from time to time). Any such notice shall not affect any of the Entity's agreements or commitments in effect at the time notice is given.

IN TESTIMONY WHEREOF. We have hereunto set our hand and attest that the signatures set opposite the names listed above is their genuine signatures.

We each have read all the provisions of this Certificate, and we each personally and on behalf of the Entity certify that all statements and representations made in this Certificate are true and correct. This Governmental Certificate is dated _____.

CERTIFIED TO AND ATTESTED BY:

By:

Authorized Signer for VILLAGE OF CHATHAM

NOTE: If the Official signing this Certificate is designated by the foregoing document as one of the officials authorized to act on the Entity's behalf, it is advisable to have this Certificate signed by at least one non-authorized official of the Entity.