

- EXHIBIT A -

ESCROW AGREEMENT

This Escrow Agreement, dated as of December __, 2017, actually executed and delivered the date last hereinbelow written, by and between the City of Collinsville, Madison and St. Clair Counties, Illinois, and The Bank of New York Mellon Trust Company, National Association a national banking association, with corporate trust offices located in the City of Chicago, Illinois, not individually but in the capacity as hereinafter described, for and in consideration of mutual covenants set forth:

WITNESSETH:

ARTICLE I

DEFINITIONS

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

“Aggregate Payment Requirement” means each payment of interest on and principal of or redemption price (as applicable) of the Refunded Bonds from the date hereof through each principal maturity or the Call Date, as applicable.

“Agreement” means this Escrow Agreement, dated as of December __, 2017.

“Bond Ordinance” means the ordinance passed by the City Council of the City on the 27th day of November, 2017, entitled:

AN ORDINANCE providing for the issuance of not to exceed \$475,000 General Obligation Refunding Bonds, in one or more series, and not to exceed \$1,950,000 Taxable General Obligation Refunding Bonds, in one or more series, of the City of Collinsville, Madison and St. Clair Counties, Illinois, and providing for the levy and collection of a direct annual tax for the payment of the principal of and interest on said bonds, and authorizing the execution of one or more escrow agreements and bond orders in connection therewith.

authorizing the Bonds, as supplemented by the Bond Order authorized therein and executed in connection with the sale of the Bonds.

“Bond Registrar” means The Bank of New York Mellon Trust Company, National Association, Chicago, Illinois, as bond registrar and paying agent for the Refunded Bonds, as successor bank to the original bond registrar and paying agent.

“Bonds” means, collectively, the Series 2017A Bonds and the Series 2017B Bonds.

“Call Date” means December 15, 2014, for the Refunded Bonds, which is the earliest date of redemption for the Refunded Bonds.

“City” means the City of Collinsville, Madison and St. Clair Counties, Illinois.

“City Council” means the City Council which is the governing body of the City.

“City Representatives” means any two of the following: the Mayor, Clerk, Treasurer/Finance Director, or Manager of the City, or successors or assigns, or any of them acting together; *provided, however*, that one such officer must be an elected officer.

“Escrow Account” means the trust fund created under the terms of this Agreement with the Escrow Agent and comprised of the Government Obligations as more fully described in 2.02 hereof.

“Escrow Agent” means The Bank of New York Mellon Trust Company, National Association, Chicago, Illinois, not individually but in the capacity for the uses and purposes hereinafter mentioned, or any successor thereto.

“Government Obligations” means direct non-callable obligations of the United States of America (being United States Bills, Notes, Bonds or STRPS or SLGS) deposited hereunder.

“Paying Agent” means the paying agent for the Refunded Bonds, namely, the Bond Registrar therefor.

“2007B Refunded Bonds” means the refunded bonds described as follows:

**GENERAL OBLIGATION BONDS, SERIES 2007B
(TO BE REFUNDED BY SERIES 2017A BONDS)**

Original Principal Amount: \$1,215,000

Dated: October 31, 2007

Originally Due Serially: December 15, 2008-2021

Amount to be refunded: \$430,000

Redemption date: January 15, 2018

Outstanding Bonds to be refunded are due on December 15 of the years and described as follows:

YEAR	AMOUNT (\$) ORIGINAL BONDS DUE	RATE OF INTEREST (%)	AMOUNT (\$) TO BE REFUNDED
2017	95,000	3.75	NONE
2018	100,000	3.75	ALL
2019	105,000	3.85	ALL
2020	110,000	3.90	ALL
2021	115,000	4.00	ALL

which bonds are subject to redemption on any date at the redemption price of par plus accrued interest to the date of redemption.

“2009 Refunded Bonds” means the refunded bonds described as follows:

**TAXABLE GENERAL OBLIGATION BONDS, SERIES 2009
(TO BE REFUNDED BY SERIES 2017B BONDS)**

Original Principal Amount: \$2,700,000

Dated: March 1, 2009

Originally Due Serially or:

Subject to Mandatory Redemption: December 15, 2010-2028

Amount to be refunded: \$1,750,000

Redemption date: December 15, 2018

Outstanding Bonds to be refunded are due or subject to mandatory redemption on December 15 of the years and described as follows:

YEAR	AMOUNT (\$) ORIGINAL BONDS DUE	RATE OF INTEREST (%)	AMOUNT (\$) TO BE REFUNDED
2017	155,000	3.75	NONE
2018	170,000	3.75	NONE
2019 ¹	195,000	3.85	ALL
2020	210,000	3.90	ALL
2021 ²	225,000	4.00	ALL
2022	245,000	4.00	ALL
2023 ³	125,000	4.00	ALL
2024	125,000	4.00	ALL
2025 ⁴	145,000	4.00	ALL
2026	155,000	4.00	ALL
2027 ⁵	155,000	4.00	ALL
2028	170,000	4.00	ALL

of which bonds, those due on or after December 15, 2020 (including the mandatory redemption of bonds on December 15, 2019), are subject to redemption on December 15, 2018, the first call date, at the redemption price of par plus accrued interest to the date of redemption.

“Refunded Bonds” means, collectively, the 2007B Refunded Bonds and the 2009 Refunded Bonds.

“Series 2017A Bonds” means the City’s General Obligation Refunding Bonds, Series 2017A, a part of the proceeds of which are to be used for the refunding of the 2007B Refunded Bonds.

¹ Mandatory redemption of 2020 term bond.

² Mandatory redemption of 2022 term bond.

³ Mandatory redemption of 2024 term bond.

⁴ Mandatory redemption of 2026 term bond.

⁵ Mandatory redemption of 2028 term bond.

“*Series 2017B Bonds*” means the City’s Taxable General Obligation Refunding Bonds, Series 2017B, a part of the proceeds of which are to be used for the refunding of the 2009 Refunded Bonds.

“*SLGS*” means U.S. Treasury Obligations of the State and Local Government Series.

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

“*Verification Report*” means the report of Dunbar, Breitweiser & Company LLP, Bloomington, Illinois, attached hereto as *Exhibit A*, that the principal of, interest on, and profit realized from the Government Obligations, when received, and the beginning deposit on demand held hereunder will be sufficient timely to meet the Aggregate Payment Requirement.

ARTICLE II

CREATION OF ESCROW

2.01. *Statement of Refunding.* The Refunded Bonds are hereby refunded through their respective Call Dates by the deposit with the Escrow Agent of moneys sufficient to purchase certain Government Obligations described in 2.02 hereof, which Government Obligations (together with the beginning deposit of funds as described herein) will provide all moneys necessary to meet the Aggregate Payment Requirement.

2.02. *Escrow Deposit.* A) The City has deposited with the Escrow Agent at the execution and delivery of this Escrow Agreement the sum of \$_____ derived from: (i) proceeds of the Series 2017A Bonds in the amount of \$_____ and (ii) transfers from debt service funds for the 2007B Refunded Bonds in the amount of \$_____ (collectively, the “*2017A Proceeds*”). The 2017A Proceeds have been used to acquire the Government Obligations and to establish a beginning cash balance (“*2017A Beginning Cash*”). The Escrow Agent now holds the Government Obligations and the 2017A Beginning Cash, as follows:

DELIVERY	MATURITY	PAR	RATE OF
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TYPE	DATE	DATE	AMOUNT (\$)	INTEREST (%)
SLGS-__	__/__/2017	01/15/2018	_____	_____

2017A Beginning Cash: \$_____.

B) The City has deposited with the Escrow Agent at the execution and delivery of this Escrow Agreement the sum of \$_____ derived from: (i) proceeds of the Series 2017B Bonds in the amount of \$_____ and (ii) transfers from debt service funds for the 2009 Refunded Bonds in the amount of \$_____ (collectively, the “2017B Proceeds”). The 2017B Proceeds have been used to acquire the Government Obligations and to establish a beginning cash balance (“2017B Beginning Cash”). The Escrow Agent now holds the Government Obligations and the 2017B Beginning Cash, as follows:

TYPE	DELIVERY DATE	MATURITY DATE	PAR AMOUNT (\$)	RATE OF INTEREST (%)
SLGS-__	__/__/2017	06/15/2018	_____	_____
SLGS-__	__/__/2017	12/15/2018	_____	_____

2017B Beginning Cash: \$_____.

ARTICLE III

COVENANTS OF ESCROW AGENT

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

3.01. Hold Escrow Account. The Escrow Agent will hold the Government Obligations and all interest, income and profit derived therefrom and all uninvested cash in a segregated and separate trust fund account for the sole and exclusive benefit of the City and of the holders and registered owners of the Refunded Bonds and the Bonds, all to the purposes for which escrowed.

3.02. Beginning Cash; Reinvestments. The 2017A Beginning Cash (\$_____) and the the 2017B Beginning Cash (\$_____) in the Escrow Account shall not be invested by the Escrow Agent. There are no reinvestments of the money in the Escrow Account.

3.03. *Uninvested Amounts Held in Trust.* The Escrow Agent shall hold all balances not invested or reinvested as hereinabove described and on deposit in the Escrow Account on demand and in trust for the purposes hereof and shall secure same in accordance with applicable Illinois law for the securing of public funds.

3.04. *No Arbitrage.* The Escrow Agent will take no action in the investment or securing of the proceeds of the Government Obligations, which would cause the Bonds or the Refunded Bonds to be classified as “arbitrage bonds” under applicable sections of the Internal Revenue Code of 1986, as amended, and all lawful regulations promulgated thereunder; *provided*, it shall be under no duty to affirmatively inquire whether the Government Obligations as deposited are properly invested under said section; and, *provided, further*, it may rely on all specific directions in this Agreement in the investment or reinvestment of balances held hereunder.

3.05. *Apply Escrow Account to Pay Refunded Bonds.* The Escrow Agent will promptly collect the principal of, interest on and income and profit from the Government Obligations and promptly apply the same solely and only to meet and pay the Aggregate Payment Requirement as due from time to time for the Refunded Bonds.

3.06. *Remit Money to Paying Agent.* The Escrow Agent will remit to the Paying Agent for the benefit of the Refunded Bonds, in good funds on or before the Call Date, moneys sufficient timely to meet the Aggregate Payment Requirement, as set out in the Verification Report, and each such remittance shall fully release and discharge the Escrow Agent from any further duty or obligation thereto under this Agreement.

3.07. *Pay No Fees.* The Escrow Agent will make no payment of fees, due or to become due, of any Bond Registrar or the Paying Agent.

3.08. *Escrow Agent Fees.* The costs and expenses of the Escrow Agent will be paid by the City from funds other than those deposited hereunder. The Escrow Agent shall have no lien or right of set-off of any kind on the Escrow Account and shall look solely to the City and its

other funds for payment. The Escrow Agent shall charge such fees for its services as are reasonable and usual for like services rendered by similar institutions.

3.09. *Powers and Duties.* The Escrow Agent has all the powers and duties herein set forth with no liability in connection with any act or omission to act hereunder, except for its own negligence or willful misconduct, and shall be under no obligation to institute any suit or action or other proceeding under this Agreement or to enter any appearance in any suit, action or proceeding in which it may be defendant or to take any steps in the enforcement of its, or any, rights and powers hereunder, nor shall be deemed to have failed to take any such action, unless and until it shall have been indemnified by the City to its satisfaction against any and all costs and expenses, outlays, counsel fees and other disbursements, including its own reasonable fees, and if any judgment, decree or recovery be obtained by the Escrow Agent, payment of all sums due it, as aforesaid, shall be a first charge against the amount of any such judgment, decree or recovery. The Escrow Agent shall be protected in acting and relying upon any notice, order, requisition, request, consent, certificate, order, opinion (including an opinion of independent counsel), affidavit, letter, telegram or other paper or document in good faith deemed by it to be genuine and correct and to have been signed or sent by the proper person or persons. The Escrow Agent shall be indemnified and saved harmless by the Issuer from all losses, liabilities, costs and expenses, including attorney fees and expenses, which may be incurred by it as a result of its acceptance or the performance of its duties hereunder, unless such losses, liabilities, costs and expenses shall have been finally adjudicated to have resulted from the willful misconduct or negligence of the Escrow Agent, and such indemnification shall survive its resignation or removal, or the termination of this Agreement. The Escrow Agent shall not be required to risk, use or advance its own funds or otherwise incur financial liability in the performance of any of its duties or the exercise of any of its rights and powers hereunder. The Escrow Agent shall have

the right, but not the obligation, to consult with counsel of choice and shall not be liable for action taken or omitted to be taken by Escrow Agent either in accordance with the written advice of such counsel or in accordance with any opinion of counsel to the City addressed and delivered to the Escrow Agent. The Escrow Agent shall have the right to perform any of its duties hereunder through agents, attorneys, custodians or nominees, and shall not be responsible for the misconduct or negligence of such agents, attorneys, custodians and nominees appointed by it with due care.

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

3.11. *Call for Redemption.* The Refunded Bonds subject to redemption are hereby called for redemption on their respective Call Date at the redemption price therefor, stated again as follows:

SERIES	AMOUNT (\$)	CALL DATE	PREMIUM (%)	PREMIUM (\$)	TOTAL (\$)
2007B		01/15/2018	-0-	-0-	
2009		12/15/2018	-0-	-0-	

3.12. *Manner of Redemption.* The time, manner and form of giving notice of the call for redemption of the Refunded Bonds shall be as set forth in the ordinances of the City and related documents on file with the Bond Registrar, pursuant to which the Refunded Bonds were issued, and certified copy of which, by execution hereof, the Escrow Agent acknowledges receipt; and further, as required by The Depository Trust Company (“DTC”), which is the registered owner of all of the Refunded Bonds through its nominee Cede & Co. The Escrow Agent avers that it is a participant in DTC, and as such participant, the Escrow Agent knows the rules and procedures of DTC with respect to the redemption of the Refunded Bonds. **The Escrow Agent shall act as agent for the City in performing all acts, giving or causing to be given all notices, and**

providing such directions to the Bond Registrar to effect the payment and redemption of the Refunded Bonds as aforesaid.

3.13. *A. MSRB Notice.* The Escrow Agent shall act as agent for the City to authorize and direct the Bond Registrar to give notice of the call of such bonds, on or before the date the notice of such redemption is given to the holders of such bonds, (i) to the Municipal Securities Rulemaking Board (the “*MSRB*”) via the MSRB’s Electronic Municipal Market Access (“*EMMA*”) system or by such other method as at the time of giving such notice shall be directed or recognized by the Securities and Exchange Commission (the “*Commission*”) and (ii) to the public or private repository designated by the State of Illinois as the state information depository and recognized as such by the Commission for purposes of the Rule (the “*Illinois SID*”), if any, *provided, however*, that the Escrow Agent takes no responsibility for the giving of such notice. As of the date of this Agreement, there is no Illinois SID.

B. Notice of Defeasance. Promptly, upon the delivery of this Agreement, and in no event later than 30 calendar days from the date hereof, the Escrow Agent shall act as agent for the City in giving notice of the defeasance of all the Refunded Bonds to the MSRB via the EMMA system.

3.14. *Statement of Account.* The Escrow Agent will submit to the Treasurer a statement within 45 days of the date of this Agreement and thereafter within 30 days of the Call Date, itemizing all moneys received by it and all payments made by it under the provisions of this Agreement during the period of such statement.

3.15. *Insufficiencies of Money.* If at any time it shall appear to the Escrow Agent that the available proceeds of the Government Obligations and funds on deposit in the Escrow Account will not be sufficient to make any payment (whether principal, interest or premium) due to the holders or registered owners of any of the Refunded Bonds, as and to the extent provided herein,

the Escrow Agent shall notify the City not less than 15 days prior to such date, and the City agrees that it will from any funds lawfully available for such purpose make up the anticipated deficit so that no default in the making of any such payment will occur.

ARTICLE IV

COVENANTS OF CITY

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

4.01. Escrow Agent Not Liable for City. The Escrow Agent shall have no responsibility or liability whatsoever for (a) any of the recitals of the City herein, (b) the performance of or compliance with any covenant, condition, term or provision of the Bond Ordinance, and (c) any undertaking or statement of the City hereunder or under said Bond Ordinance.

4.02. City Shall Pay Insufficiencies. To the fullest extent it is required under the terms of the Refunded Bonds, the City will promptly and without delay remit to the Escrow Agent, within ten days after receipt of its written request, such sum or sums of money as are necessary to make the payments required under 3.15 hereof and to fully pay and discharge any obligation or obligations or charges, fees or expenses incurred by the Escrow Agent in carrying out any of the duties, terms or provisions of this Agreement. The City will promptly pay all Paying Agent and Bond Registrar fees.

4.03. Waive Other Redemption. The City does hereby waive any right to pay at maturity or redeem on any other date than as herein specified any of the Refunded Bonds.

ARTICLE V

AMENDMENTS AND IRREVOCABILITY OF AGREEMENT

5.01. Amend for Error. The City and the Escrow Agent may amend or add to the terms of this Agreement to correct errors, clarify ambiguities or insert inadvertently omitted material but only if any such correction, clarification or insertion has absolutely no adverse impact on the

holders or registered owners of the Bonds or any of the Refunded Bonds. The City may supplement this Agreement by providing for notice prior to any amendment to such parties as it may name in any such supplement, which will be effective upon filing with the Escrow Agent.

5.02. *No Other Amendment.* Except as provided in 5.01 hereof, all of the rights, powers, duties and obligations of the Escrow Agent hereunder shall be irrevocable and shall not be subject to amendment by the Escrow Agent and shall be binding on any successor to the Escrow Agent during the term of this Agreement.

5.03. *No Other Amendment.* Except as provided in 5.01 hereof, all of the rights, powers, duties and obligations of the City hereunder shall be irrevocable and shall not be subject to amendment by the City and shall be binding on any successor to the officials now comprising the City Council of the City during the term of this Agreement.

5.04. *No Other Amendment.* Except as provided in 5.01 and 5.02 hereof, all of the rights, powers, duties and obligations of the Treasurer hereunder shall be irrevocable and shall not be subject to amendment by the Treasurer and shall be binding on any successor to said official now in office during the term of this Agreement.

ARTICLE VI

NOTICE

6.01. *Notice to City.* All notices and communications to the City and the City Council shall be addressed in writing to:

City Clerk
City of Collinsville
City Hall
125 South Center Street
Collinsville, Illinois 62234

or at such other address as is furnished from time to time by the City.

6.02. *Notice to Escrow Agent.* All notices and communications to the Escrow Agent shall be addressed in writing to:

The Bank of New York Mellon
Trust Company, National Association
2 North LaSalle Street, Suite 1020
Chicago, Illinois 60602

or at such other address as is furnished from time to time by the Escrow Agent.

6.03. *Notice to Treasurer.* All notices and communications to the Treasurer shall be addressed in writing to:

Treasurer
City of Collinsville
City Hall
125 South Center Street
Collinsville, Illinois 62234

or at such other address as is furnished from time to time by the Treasurer.

ARTICLE VII

TERMINATION OF AGREEMENT

Upon the final disbursement for the payment of the Refunded Bonds as hereinabove provided for, the Escrow Agent will transfer any balance remaining in the Escrow Account to the Treasurer with due notice thereof mailed to the City, and thereupon this Agreement shall terminate.

ARTICLE VIII

MISCELLANEOUS

8.01. *Resignation of Escrow Agent.* The Escrow Agent may resign at any time by giving written notice thereof to the City. If an instrument of acceptance by a successor to the Escrow Agent appointment shall not have been delivered to the Escrow Agent within (60) days after the filing of such notice of resignation, the resigning Escrow Agent may petition any court of

competent jurisdiction for the appointment of a successor Escrow Agent. If no successor Escrow Agent shall have been so appointed and accepted appointment within sixty (60) days of such resignation, removal, incapability or the occurrence of a vacancy in the office of Escrow Agent, in the manner herein provided, the Escrow Agent may petition any court of competent jurisdiction for the appointment of a successor Escrow Agent, until a successor shall have been appointed as above provided.

8.02. *Email and Facsimile Transmissions.* The Escrow Agent shall have the right to accept and act upon instructions or directions pursuant to this Agreement sent by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods; *provided, however,* that the instructions or directions shall be signed by a person as may be designated and authorized to sign, as applicable, for the City by the City Representatives, who shall provide to the Escrow Agent an incumbency certificate listing such designated persons, which incumbency certificate shall be amended whenever a person is to be added or deleted from the listing. If the City elects to give the Escrow Agent e-mail or facsimile instructions (or instructions by a similar electronic method) and the Escrow Agent in its discretion elects to act upon such instructions, the Escrow Agent's understanding of such instructions shall be deemed controlling. The Escrow Agent shall not be liable for any losses, costs or expenses arising directly or indirectly from the Escrow Agent's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The City agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Escrow Agent, including without limitation the risk of the Escrow Agent acting on unauthorized instructions, and the risk of interception and misuse by third parties.

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IN WITNESS WHEREOF, the City has caused this Agreement to be signed in its name by its Mayor, to be attested by the City Clerk under its corporate seal hereunto affixed; and the Escrow Agent, not individually, but in the capacity as hereinabove described, has caused this Agreement to be signed in its corporate name by one of its _____ and to be attested by one of its _____, all this ____ day of December, 2017.

CITY OF COLLINSVILLE,
MADISON AND ST. CLAIR COUNTIES, ILLINOIS

By _____
Mayor

ATTEST:

City Clerk

[SEAL]

THE BANK OF NEW YORK MELLON TRUST
COMPANY, NATIONAL ASSOCIATION
as Escrow Agent

By _____
Its _____

ATTEST:

Its _____

The foregoing Escrow Agreement has been received and acknowledged by me as of the date last written.

Treasurer
City of Collinsville
Madison and St. Clair Counties, Illinois

EXHIBIT A

VERIFICATION REPORT