



# Invest in Illinois | LETTER OF AGREEMENT

Please identify the Community Development Linked Deposit Program and complete the form below:

Ag Invest: Long-Term

Ag Invest: Value Added Ag

Business Invest: CUP

Business Invest: SCALE UP

## SECTION 1: FINANCIAL INSTITUTION INFORMATION

The Office of the Illinois State Treasurer ("Treasurer") agrees to enter into an agreement with \_\_\_\_\_ (Financial Institution) under the following terms and conditions:

Transaction Type: \_\_\_\_\_ New Loan \_\_\_\_\_ Refinance (Ag Only) \_\_\_\_\_

\*Deposit Amount: \_\_\_\_\_ Treasurer's Asking Deposit Rate: \_\_\_\_\_ Deposit Date (Date of ACH/WT): \_\_\_\_\_

\*Length of Terms: \_\_\_\_\_ Borrower Loan Rate: \_\_\_\_\_ Maturity Date: \_\_\_\_\_

For Ag Invest and Business Invest Programs, the borrower's loan rate may not exceed the deposit rate by more than 3.75% (2.75% for Ag only) For the SCALE UP program, the borrower's loan rate, at the time of deposit, must not exceed the Effective Federal Funds rate by more than 7.50%. The participating Financial Institution may not charge any additional fees in connection with this loan.

\* Please refer to the program guidelines for terms and loan limits found at [www.illinoistreasurer.gov](http://www.illinoistreasurer.gov).

## SECTION 2: CERTIFICATIONS AND ACKNOWLEDGMENTS

The participating Financial Institution certifies and agrees to the following:

1. Financial Institution will loan these funds to the Borrower for the purpose described in the Application.
2. Financial Institution will comply with all applicable legal requirements related to the Deposit of State Moneys Act (15 ILCS 520) and with all policies and procedures under the Community Development Linked Deposit Program.
3. Financial Institution will submit this executed Letter of Agreement to the Treasurer Office within **10 business days** of the deposit/renewal date otherwise the Treasurer may withdraw the deposit.
4. Financial Institution acknowledges that all funds must be transferred to borrower within **10 business days** of the deposit date otherwise the Treasurer may require the Financial Institution to pay a market rate of interest to cover any loss of interest incurred by the Treasurer. Financial Institution also acknowledges that the funds cannot be used as a line of credit.
5. Financial Institution agrees to notify the Treasurer of a prepayment of a loan within **10 business days** otherwise the Treasurer may require the Financial Institution to pay a market rate of interest to cover any loss of interest incurred by the Treasurer.
6. Financial Institution acknowledges that the deposit amount for a refinance of an existing loan may not exceed the current balance of the loan at the time of application.
7. This Agreement supplements the Master Deposit Agreement between the Treasurer and the Financial Institution.

## SECTION 3: SIGNATURES AND NOTARY

By signing below, Borrower acknowledges that they have received a loan from the Financial Institution under the terms set forth above and certifies that the loan shall be used for eligible program purposes in accordance with the Application. Borrower acknowledges that this is a loan and not a line of credit.

Lender Representative: \_\_\_\_\_ Title: \_\_\_\_\_ Financial Institution: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

County: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Lender Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Borrower's Full Name: \_\_\_\_\_ Borrower's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

SUBSCRIBED and SWORN to before me (Notary signature date should match that of the Financial Institution Representative's signature date)

(Notary Public Signature) \_\_\_\_\_

This \_\_\_\_\_ Day of \_\_\_\_\_

Year \_\_\_\_\_

RECEIVED AND AGREED TO:

\_\_\_\_\_ Date: \_\_\_\_\_

Michael W. Frerichs, Illinois State Treasurer

Please return this completed application to: [Banking-TimeDeposit@illinoistreasurer.gov](mailto:Banking-TimeDeposit@illinoistreasurer.gov)

(seal)

June 2024