

"Maximum Interest Amount" means the amount of interest that would have accrued if the Loans had been subject to the Maximum Rate from the Closing Date to and including the Commitment Termination Date.

"Maximum Rate" means a rate per annum equal to the lesser of (i) eighteen percent (18%) per annum and (ii) the maximum rate of interest on the relevant Obligation that is the highest effective maximum rate on any Parity Debt of the County; *provided, however*, that in no event shall the Maximum Rate be less than ten percent (10%), or exceed the maximum rate permitted by law.

"Moody's" means Moody's Investors Service, Inc. and any successor rating agency.

"Note" means the promissory note made by the County in favor of the Lender evidencing Loans made by the Lender.

"Obligations" means all amounts payable by the County, and all obligations to be performed by the County pursuant to the Loan Documents (including any amounts to reimburse the Lender for any advances or expenditures made by it under any Loan Documents).

"OFAC" means the United States Department of Treasury Office of Foreign Assets Control.

"Ordinance" means that certain ordinance number 16-0686 adopted by the Board of Commissioners of the County on January 13 , 2016.

"Other Connection Taxes" means Taxes imposed as a result of a present or former connection between the Lender and the jurisdiction imposing such Tax (other than connections arising from the Lender having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to or enforced this Agreement, the Note or the Ordinance).

"Other Taxes" means all present or future stamp, court or documentary, intangible, recording, filing or similar Taxes that arise from any payment made under, from the execution, delivery, performance, enforcement or registration of, from the receipt or perfection of a security interest under, or otherwise with respect to, this Agreement, the Note or the Ordinance, except any such Taxes that are Other Connection Taxes imposed with respect to an assignment.

"Outstanding Amount" means on any date, the aggregate outstanding principal amount thereof after giving effect to any Borrowings and prepayments or repayments of Loans occurring on such date.

"Parity Indebtedness" means any General Obligation Debt payable from ad valorem property tax receipts heretofor or hereafter issued or incurred by the County.

"Participant" has the meaning set forth in Section 8.06(b) hereof.

"Patriot Act" means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Title III of Pub. L. 107-56 (signed into law October 26, 2001).

"Person" means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity.

"Prime Rate" means, for any day, the rate of interest announced by the Lender as its prime commercial rate for U.S. dollar loans, or equivalent, as in effect on such day, with any change in the Prime Rate resulting from a change in the prime commercial rate to be effective as of the date of the relevant change in the prime commercial rate. If no such rate is established by the Lender, such rate shall be a fluctuating rate of interest per annum equal to the *"Prime Rate"* listed daily in the "Money Rate" section of *The Wall Street Journal*, or if *The Wall Street Journal* is not published on a particular Business Day, than the "prime rate" published in any other national financial journal or newspaper selected by the Lender. Any change in the Prime Rate shall take effect on the date specified in the announcement of such change.

"Property" means any interest in any kind of property or asset, whether real, personal or mixed, or tangible or intangible, whether now owned or hereafter acquired.

"Rating" means the long-term unenhanced debt ratings assigned by each of Fitch, S&P and Moody's to General Obligation Debt (without giving effect to any credit enhancement securing such General Obligation Debt).

"Rating Agencies" means Fitch, Moody's and S&P.

"Reduction Fee" means an amount equal to the product of (A) the Applicable Rate in effect on the date of the permanent reduction of the Commitment pursuant to Section 2.04 hereof, (B) the difference between (x) the Commitment Amount prior to such reduction and (y) the sum of the Commitment Amount after the reduction and the aggregate principal amount of the Loans outstanding after the reduction and (C) a fraction, the numerator of which is equal to the number of days from and including the date of such reduction to and including the anniversary of the Closing Date, and the denominator of which is 360.

"Related Parties" means, with respect to any Person, such Person's Affiliates and the partners, members, directors, officers, employees, agents and advisors of such Person and of such Person's Affiliates.

"Request for Borrowing" means with respect to a Borrowing, a Loan Notice.

"Reserve Percentage" means, for any day, the maximum reserve percentage, expressed as a decimal, at which reserves (including, without limitation, any emergency, marginal, special, and supplemental reserves) are imposed by the Board of Governors of the Federal Reserve System (or any successor) on *"eurocurrency liabilities"*, as defined in such Board's Regulation D (or any successor thereto), subject to any amendments of such reserve requirement by such Board or its successor, taking into account any transitional adjustments thereto, without

benefit or credit for any prorations, exemptions or offsets under Regulation D (and adjusted automatically on and as of the effective date of any change in any such reserve percentage.

“*S&P*” means Standard & Poor’s Ratings Services, a Standard & Poor’s Financial Services LLC business, and any successor rating agency.

“*Sanction(s)*” means any international economic sanction administered or enforced by the United States Government (including, without limitation, OFAC), the United Nations Security Council, the European Union, Her Majesty’s Treasury or other relevant sanctions authority.

“*SEC*” means the Securities and Exchange Commission, or any Governmental Authority succeeding to any of its principal functions.

“*State*” means the State of Illinois.

“*Swap Contract*” means (a) any and all rate swap transactions, basis swaps, credit derivative transactions, forward rate transactions, commodity swaps, commodity options, forward commodity contracts, equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward bond or forward bond price or forward bond index transactions, interest rate options, forward foreign exchange transactions, cap transactions, floor transactions, collar transactions, currency swap transactions, cross-currency rate swap transactions, currency options, spot contracts, or any other similar transactions or any combination of any of the foregoing (including any options to enter into any of the foregoing), whether or not any such transaction is governed by or subject to any master agreement, and (b) any and all transactions of any kind, and the related confirmations, which are subject to the terms and conditions of, or governed by, any form of master agreement published by the International Swaps and Derivatives Association, Inc., any International Foreign Exchange Master Agreement, or any other master agreement (any such master agreement, together with any related schedules, a “*Master Agreement*”) including any such obligations or liabilities under any Master Agreement.

“*Taxes*” means all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

“*Termination Fee*” means an amount equal to the product of (A) the Applicable Rate in effect on the date of termination of the Commitment pursuant to Section 2.04 hereof, (B) the difference between (x) the Commitment Amount and (y) the principal amount of any permanent reduction to the Commitment or Commitment Amount pursuant to Section 2.04 hereof for which a Reduction Fee has been paid to the Lender and (C) a fraction, the numerator of which is equal to the number of days from and including the date of termination to and including the anniversary of the Closing Date, and the denominator of which is 360.

“*Total Outstandings*” means the aggregate Outstanding Amount of all Loans.

"Type" means with respect to a Loan, its character as a Floating Rate Loan or a Eurodollar Rate Loan.

"United States" and "U.S." mean the United States of America.

"Unlimited Tax General Obligation Debt" means any General Obligation Debt of the County for the payment of which the County has pledged its full faith and credit and levied or has agreed to levy ad valorem taxes on all taxable property of the County, without limit as to rate or amount, for the repayment thereof.

"Unutilized Commitment" means the Commitment Amount then in effect minus the aggregate principal amount of the Loans outstanding.

"Unutilized Fee" has the meaning set forth in Section 2.07(a) hereof.

"Unutilized Fee Rate" means, the rates per annum associated with the Rating as specified below:

LEVEL	FITCH RATING	S&P RATING	MOODY'S RATING	APPLICABLE RATE
Level 1	A or above	A or above	A2 or above	0.25%
Level 2	A-	A-	A3	0.40%
Level 3	BBB+	BBB+	Baa1	0.55%
Level 4	BBB	BBB	Baa2	0.70%

In the event two Rating Agencies provide a Rating and there is a split Rating (*i.e.*, the Rating of any of the Rating Agencies are at a different Levels in the pricing grid set forth above), the Unutilized Fee Rate shall be based upon the Level in which the lowest Rating appears. In the event that all three Rating Agencies provide a Rating, then the Unutilized Fee Rate shall correspond to the highest of the two lowest Ratings as set forth in the table above. Any change in the Unutilized Fee Rate resulting from a change in a Rating will be and become effective as of and on the date of the announcement of the change in such Rating. References to Ratings above are references to rating categories as presently determined by the Rating Agencies and in the event of adoption of any new or changed rating system by any such Rating Agency including, without limitation, any recalibration of the long-term debt rating of any debt of the County in connection with the adoption of a "global" rating scale, each of the Ratings from the Rating Agency in question referred to above will be deemed to refer to the rating category under the new rating system which most closely approximates the applicable rating category as currently in effect. The County acknowledges, and the Lender agrees, that as of the Closing Date the Unutilized Fee Rate is that specified above for Level 1.

"written" or "in writing" means any form of written communication or a communication by means of telex, telecopier device or electronic mail.

Section 1.02. Other Interpretive Provisions. With reference to this Agreement, the Note and the Ordinance, unless otherwise specified herein or in the Note or the Ordinance:

(a) The definitions of terms herein apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun includes the corresponding masculine, feminine and neuter forms. The words “include,” “includes” and “including” are deemed to be followed by the phrase “without limitation.” The word “will” will be construed to have the same meaning and effect as the word “shall.” Unless the context requires otherwise, (i) any definition of or reference to any agreement, instrument or other document will be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein or in the Note or the Ordinance), (ii) any reference herein to any Person will be construed to include such Person’s successors and assigns, (iii) the words “hereto,” “herein,” “hereof” and “hereunder,” and words of similar import when used in this Agreement, the Note or the Ordinance, will be construed to refer to such document in its entirety and not to any particular provision thereof, (iv) all references in this Agreement, the Note or the Ordinance to Articles, Sections, Exhibits and Schedules will be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Agreement, the Note or the Ordinance in which such references appear, (v) any reference to any law includes all statutory and regulatory provisions consolidating, amending, replacing or interpreting such law and any reference to any law or regulation shall, unless otherwise specified, refer to such law or regulation as amended, modified or supplemented from time to time, and (vi) the words “asset” and “property” will be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights.

(b) In the computation of periods of time from a specified date to a later specified date, the word “from” means “from and including,” the words “to” and “until” each mean “to but excluding;” and the word “through” means “to and including.”

(c) Section headings herein and in the Note and the Ordinance are included for convenience of reference only and do not affect the interpretation of this Agreement, the Note or the Ordinance.

Section 1.03. Accounting Terms.

(a) *Generally.* All accounting terms not specifically or completely defined herein will be construed in conformity with, and all financial data (including financial ratios and other financial calculations) required to be submitted pursuant to this Agreement shall be prepared in conformity with, GAAP applied on a consistent basis, as in effect from time to time, applied in a manner consistent with that used in preparing the Audited Financial Statements, *except* as otherwise specifically prescribed herein.

(b) *Changes in GAAP.* If at any time any change in GAAP would affect the computation of any financial ratio or requirement set forth in any Loan Document, and either the County or the Lender shall so request, the Lender and the County shall negotiate in good faith to amend such ratio or requirement to preserve the original intent thereof in light of such change in GAAP; *provided that*, until so amended, (A) such ratio or requirement will continue to be computed in accordance with GAAP prior to such change therein and (B) the County shall

provide to the Lender financial statements and other documents required under this Agreement or as reasonably requested hereunder setting forth a reconciliation between calculations of such ratio or requirement made before and after giving effect to such change in GAAP.

Section 1.04. Rounding. Any financial ratios required to be maintained by the County pursuant to this Agreement shall be calculated by dividing the appropriate component by the other component, carrying the result to one place more than the number of places by which such ratio is expressed herein and rounding the result up or down to the nearest number (with a rounding-up if there is no nearest number).

Section 1.05. Times of Day. Unless otherwise specified, all references herein to times of day are references to Central time (daylight or standard, as applicable).

ARTICLE II

THE COMMITMENTS AND CREDIT EXTENSIONS

Section 2.01. Loans. Subject to the terms and conditions set forth herein, the Lender agrees to make loans (each such loan, a “Loan”) to the County from time to time, on any Business Day during the Availability Period, in an outstanding aggregate amount not to exceed at any time the Commitment Amount; *provided, however*, that after giving effect to any Borrowing, the Total Outstandings will not exceed the Commitment Amount. Subject to the other terms and conditions hereof, the County may borrow under this Section 2.01, prepay under Section 2.03, and reborrow under this Section 2.01. Loans shall be Eurodollar Rate Loans, or, if the Lender has notified the County that the Eurodollar Rate is unavailable in accordance with Section 3.03 or 3.04 hereof, Floating Rate Loans, as further provided herein. Each Loan constitutes an Advance (as defined in the Note).

Section 2.02. Borrowings. (a) The County shall give a written Loan Notice to the Lender (which notice shall be irrevocable once given) by no later than 11:00 a.m. (Chicago time) on the date one (1) Business Day prior to the date on which the County requests the Lender to make a Loan hereunder. Each Loan Notice shall be signed by two Authorized Representatives of the County, specify the date of the Loan requested (which must be a Business Day) and the amount of such Loan. Unless the circumstances described in Section 3.03 or 3.04 have occurred, or unless otherwise mutually agreed to by both parties, each Loan shall be a Eurodollar Rate Loan. The County agrees that the Lender may rely upon any written notice given by any person the Lender in good faith believes is an Authorized Representative of the County without the necessity of independent investigation. The proceeds of each Loan shall be made available to the County in immediately available funds by wire transfer to the Authorized Account. Each Borrowing shall be in a principal amount of \$100,000 or a whole multiple of \$10,000 in excess thereof. Each Loan Notice shall specify (i) whether the County is requesting a new Borrowing or a conversion of Loans from one Type to the other, (ii) the requested date of the Borrowing or conversion, as the case may be (which shall be a Business Day), (iii) the principal amount of Loans to be borrowed or converted, and (iv) the Type of Loans to be borrowed or to which existing Loans are to be converted. If the County fails to specify a Type of Loan in a Loan

Notice or if the County fails to give a timely notice requesting a conversion, then the applicable Loans shall be made as Eurodollar Rate Loans.

(b) *Availability of Funds.* Upon satisfaction of the applicable conditions set forth in Section 4.02 (and, if such Borrowing is the initial Borrowing, Section 4.01), the Lender shall make all funds available to the County by 3:00 p.m. on the Business Day specified in the applicable Loan Notice by wire transfer of such funds for deposit to an account specified by the County in the applicable Loan Notice, in each case in accordance with instructions provided to (and reasonably acceptable to) the Lender by the County.

(c) *Loans Unavailable After Default.* During the existence of a Default or an Event of Default, no Loans may be requested as, or converted to, Eurodollar Rate Loans without the prior written consent of the Lender (which consent shall not be unreasonably withheld), and the Lender may demand that any or all of the then outstanding Eurodollar Rate Loans be converted immediately to Floating Rate Loans.

Section 2.03. Prepayments. (a) The County shall have the privilege of prepaying without premium or penalty, and in whole or in part (but if in part, then in an amount not less than \$100,000) the Loans at any time upon notice to the Lender prior to 11:00 a.m. on the date fixed for prepayment. If such prepayment prepays the Loan in full and is accompanied by the termination of the Commitment in whole, such prepayment shall be made together with accrued interest thereon to the date of prepayment. If the County gives such notice, the County shall make such prepayment and the payment amount specified in such notice shall be due and payable on the date specified therein.

(b) If for any reason the Total Outstandings at any time exceed the Commitment then in effect, the County shall immediately prepay Loans in an aggregate amount equal to such excess.

Section 2.04. Termination or Reduction of Commitment. The County may, upon notice to the Lender, terminate the Commitment, or from time to time permanently reduce the Commitment; *provided* that (i) any such notice shall be received by the Lender not later than 2:00 p.m. three (3) Business Days prior to the date of termination or reduction, (ii) any such partial reduction shall be in an aggregate amount of \$500,000 or any whole multiple of \$10,000 in excess thereof, (iii) the County shall not terminate or reduce the Commitment if, after giving effect thereto and to any concurrent prepayments hereunder, the Total Outstandings would exceed the Commitment, and (iv) the County shall pay to the Lender a Termination Fee or Reduction Fee, if any, as set forth in Section 2.07(d) hereto. All Unutilized Fees accrued until the effective date of any termination of the Commitment shall be paid on the effective date of such termination.

Section 2.05. Repayment of Loans. The County shall repay to the Lender on the Commitment Termination Date the aggregate principal amount of Loans outstanding on such date.

Section 2.06. Interest.

(a) *Eurodollar Rate Loans.* Subject to the provisions of subsection (c) and the limitations on the Maximum Rate set forth in Section 2.12 below, each Eurodollar Rate Loan will bear interest on the outstanding principal amount thereof at a rate per annum equal to the sum of (A) the LIBOR Quoted Rate, as in effect from time to time, *plus* (B) the Applicable Rate, as in effect from time to time, from the date such Loan is advanced or created by conversion from a Floating Rate Loan, until maturity (whether by acceleration or otherwise). The LIBOR Quoted Rate shall be reset each Business Day (herein, each a “*Change Date*”) and remain in effect until the next Change Date.

(b) *Floating Rate Loans.* If the Lender has given the County the notice specified in Section 3.03 or 3.04 hereof, and the parties, after good faith negotiations, have not agreed to a comparable index rate within three (3) Business Days of delivery of such notice, subject to the provisions of subsection (c) below all Eurodollar Rate Loans shall thereafter bear interest with reference to the Floating Rate and be converted to Floating Rate Loans, and thereafter, the County may only request Floating Rate Loans hereunder. Subject to the limitations on the Maximum Rate set forth in Section 2.12 hereof, the outstanding principal balance of each Floating Rate Loan shall bear interest at the rate per annum equal to the Floating Rate as in effect from time to time, plus the Applicable Rate as in effect from time to time, from the date such Loan is advanced or created by conversion from a Eurodollar Rate Loan, until maturity (whether by prepayment, acceleration or otherwise). Any change in the interest rate on the Floating Rate Loans resulting from a change in the Floating Rate shall be effective on the date of the relevant change in the Floating Rate.

(c) *Default Rate.* (i) While any Event of Default exists, the County shall pay interest on all outstanding Obligations hereunder (including, without limitation, all Loans but excluding past due interest) at a fluctuating interest rate per annum at all times equal to the Default Rate, subject to the limitations on the Maximum Rate set forth in Section 2.12 hereof, and subject to the payment of interest on Loans in accordance with Section 7.02(b) and (c) hereof.

(ii) Accrued and unpaid interest on past due amounts shall be due and payable upon demand.

(d) *Interest Payments.* The Lender shall determine the interest rate applicable to the Loans based on the foregoing provisions, and its determination thereof shall be conclusive and binding except in the case of manifest error. Interest on each Loan shall be due and payable in arrears on each Interest Payment Date applicable thereto and at such other times as may be specified herein. Interest hereunder shall be due and payable in accordance with the terms hereof before and after judgment, and before and after the commencement of any proceeding under any Debtor Relief Law.

Section 2.07. Fees. (a) *Unutilized Fee.* The County shall pay to the Lender, a fee (the “*Unutilized Fee*”) equal to the product of (i) the Unutilized Fee Rate for such day and (ii) the actual daily Unutilized Commitment. The Unutilized Fee will accrue at all times during the Availability Period, including at any time during which one or more of the conditions in Article IV is not met, and shall be due and payable quarterly in arrears on the first Business Day of each May, August, November and February (each a “*Fee Payment Date*”), commencing with the first

such date to occur after the Closing Date, and on the last day of the Availability Period. The Unutilized Fee will be calculated quarterly in arrears, and if there is any change in the Unutilized Fee Rate during any quarter, the actual daily amount will be computed and multiplied by the Unutilized Fee Rate separately for each period during such quarter that such Unutilized Fee Rate was in effect.

(b) *Amendment and Waiver Fees.* The County hereby agrees to pay to the Lender, on the date of each amendment to this Agreement or any other Loan Document, or execution of any waiver of an existing or pending Event of Default hereunder or consent relating thereto, a non-refundable fee equal in an amount not to exceed \$5,000, plus, in each case, the reasonable fees and expenses of counsel to the Lender in an amount to be agreed upon by the parties prior to the commencement of such action. Such fees will be fully earned when paid and will not be refundable for any reason whatsoever.

(c) *Draw Fees.* The County hereby agrees to pay a non-refundable drawing fee (each, a "Draw Fee") of \$250 to the Lender for each advance of a Loan under this Agreement to be paid quarterly in arrears on each Fee Payment Date.

(d) *Termination or Reduction Fees.* The County shall pay the Lender a Termination Fee or Reduction Fee, as applicable, in connection with each permanent reduction or termination of the Commitment Amount prior to the anniversary of the Closing Date.

Section 2.08. Computation of Interest and Fees. All computations of interest for Eurodollar Rate Loans will be made on the basis of a year of three hundred sixty (360) and actual days elapsed. All computations of fees and interest on Floating Rate Loans will be made on the basis of a year of three hundred sixty-five (365) days and actual days elapsed. Interest will accrue on each Loan for the day on which the Loan is made, and shall not accrue on a Loan, or any portion thereof, for the day on which the Loan or such portion is paid; *provided* that any Loan that is repaid on the same day on which it is made shall, subject to Section 2.10, bear interest for one day. Each determination by the Lender of an interest rate or fee hereunder will be conclusive and binding for all purposes, absent manifest error.

Section 2.09. Evidence of Debt. The Borrowings made by the Lender shall be evidenced by one or more accounts or records maintained by the Lender in the ordinary course of business. The accounts or records maintained by the Lender shall be conclusive absent manifest error of the amount of the Borrowings made by the Lender to the County and the interest and payments thereon. Any failure to so record or any error in doing so will not, however, limit or otherwise affect the obligation of the County hereunder to pay any amount owing with respect to the Obligations. The County shall execute and deliver to the Lender the Note, which evidences the Lender's Loans in addition to such accounts or records. The Lender may attach schedules to its Note and endorse thereon the date, amount and maturity of its Loans and payments with respect thereto.

Section 2.10. Payments. General. All payments to be made by the County shall be made in Dollars and immediately available funds by wire transfer as directed by the Lender by 12:00 noon in accordance with wire transfer instructions provided by the Lender to the Chief Financial

Officer of the County, on or prior to the date specified and without condition or deduction for any counterclaim, defense, recoupment or setoff. Unless the Lender provides written notice to the contrary, payments shall be made to BMO Harris Bank N.A., ABA No. 071-000-288, For credit to Loan Clearing Account, Account No. 109-535-5, Ref: The County of Cook, Attention: Jimmy Chin. If any payment to be made by the County is come due on a day other than a Business Day, payment shall be made on the next following Business Day, and such extension of time will be reflected in computing interest or fees, as the case may be. All payments received by the Lender after 12:00 noon will be deemed received on the next succeeding Business Day and any applicable interest or fee will continue to accrue.

Section 2.11. Extension of Commitment Termination Date. At least sixty (60) days and no more than one hundred eighty (180) days prior to the Commitment Termination Date, the County may make a request to the Lender, upon written notice, to extend the Commitment Termination Date. Not more than thirty (30) days from the date on which the Lender receives any such notice from the County pursuant to the preceding sentence, the Lender shall notify the County of the initial consent or nonconsent of the Lender to such extension request, which consent shall be given at the sole and absolute discretion of the Lender. If the Lender consents to such extension request, the Lender shall deliver to the County written notice of the Lender's election to extend the Commitment Termination Date. Failure of the Lender to respond to a request for extension of the Commitment Termination Date constitutes denial of such extension. Notwithstanding the foregoing, the Commitment Termination Date shall not be extended beyond the fourth (4th) anniversary of the Closing Date.

Section 2.12. Maximum Rate. If the amount of interest payable for any period on the Loans exceeds the amount of interest that would be payable for such period had interest for such period been calculated at the Maximum Rate, then interest for such period shall be payable in an amount calculated at the Maximum Rate. Any interest that would have been due and payable for any period but for the operation of this Section shall accrue and be payable as provided in this Section and shall, less interest actually paid to the Lender for such period, constitute the "Excess Interest Amount." If there is any accrued and unpaid Excess Interest Amount as of any date, then the principal amount with respect to which interest is payable shall bear interest at the Maximum Rate until payment to the Lender of the entire Excess Interest Amount. Notwithstanding the foregoing, on the date on which no principal amount with respect to the Loans remains unpaid, the County shall pay to the Lender a fee equal to the lesser of the (i) accrued and unpaid Excess Interest Amount, if any, and (ii) the Maximum Interest Amount less the actual interest paid from the Closing Date to the Commitment Termination Date, after which payment, the County shall have no further obligation with respect to such deferred Excess Interest Amount.