

EXTRACT OF MINUTES of a regular public meeting of the President and Board of Trustees of the Village of Orland Park, Cook and Will Counties, Illinois, held at the Village Hall, in said Village, at 7:00 p.m., on the 19th day of September, 2011.

The President called the meeting to order and directed the Village Clerk to call the roll.

Upon the roll being called, the President and the following Trustees answered physically present at said location: _____

The following Trustees were allowed by a majority of the Trustees in accordance with and to the extent allowed by rules adopted by the President and Board of Trustees to attend the meeting by video or audio conference: _____

No Trustee was not permitted to attend the meeting by video or audio conference.

The following Trustees were absent and did not participate in the meeting in any manner or to any extent whatsoever: _____

The President and Board of Trustees then discussed the Main Street Triangle redevelopment project proposed for the Village and considered an ordinance authorizing a loan agreement for and providing for the issuance of one or more series of Taxable General Obligation Refunding Bonds of the Village of Orland Park, Cook and Will Counties, Illinois, authorizing the execution of one or more bond orders in connection with the issuance of said bonds and providing for the levy and collection of a direct annual tax for the payment of the principal of and interest on said bonds.

Thereupon, Trustee _____ presented the following ordinance:

AN ORDINANCE authorizing a loan agreement for and providing for the issuance of Taxable General Obligation Refunding Bonds of

the Village of Orland Park, Cook and Will Counties, Illinois, authorizing the execution of one or more bond orders in connection with the issuance of said bonds and providing for the levy and collection of a direct annual tax for the payment of the principal of and interest on said bonds.

(the “*Bond Ordinance*”) which was before the President and Board of Trustees and was made available to any person requesting it in words and figures as follows.

Trustee _____ moved and Trustee _____ seconded the motion that the Bond Ordinance as presented be adopted.

A discussion of the matter followed.

The President directed that the roll be called for a vote upon the motion to adopt the ordinance.

Upon the roll being called, the following Trustees voted AYE: _____

and the following Trustees voted NAY: _____ .

WHEREUPON, the President declared the motion carried and the ordinance adopted.

Other business was duly transacted at said meeting.

Upon motion duly made and carried, the meeting adjourned.

Village Clerk

ORDINANCE NUMBER _____

AN ORDINANCE authorizing a loan agreement for and providing for the issuance of Taxable General Obligation Refunding Bonds of the Village of Orland Park, Cook and Will Counties, Illinois, authorizing the execution of one or more bond orders in connection with the issuance of said bonds and providing for the levy and collection of a direct annual tax for the payment of the principal of and interest on said bonds.

Adopted by the President and Board of Trustees on the 19th day of September, 2011.

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ORDINANCE NUMBER _____

AN ORDINANCE authorizing a loan agreement for and providing for the issuance of Taxable General Obligation Refunding Bonds of the Village of Orland Park, Cook and Will Counties, Illinois, authorizing the execution of one or more bond orders in connection with the issuance of said bonds and providing for the levy and collection of a direct annual tax for the payment of the principal of and interest on said bonds.

WHEREAS the Village of Orland Park, Cook and Will Counties, Illinois (the "*Village*") has a population in excess of 25,000 as determined by the last official census, and pursuant to the provisions of Section 6 of Article VII of the Constitution of the State of Illinois, the Village is a home rule unit and may exercise any power or perform any function pertaining to its government and affairs including, but not limited to, the power to tax and to incur debt; and

WHEREAS, pursuant to the provisions of the Tax Increment Allocation Redevelopment Act, as amended (the "*TIF Act*"), the Village has heretofore approved a redevelopment plan (the "*Plan*") and project (the "*Project*") for and designated that certain redevelopment project area in the Village and known as the "Main Street Triangle Tax Increment Financing District" (the "*Redevelopment Project Area*"); and

WHEREAS, the Village has further adopted tax increment allocation financing for the Redevelopment Project Area and has established a special tax allocation fund for the Redevelopment Project Area, all as provided in and pursuant to the TIF Act; and

WHEREAS, in order to effectuate the Plan and Project the President and Board of Trustees of the Village (the "*Corporate Authorities*") have heretofore authorized the execution by the Village of a redevelopment agreement (the "*Agreement*") with Metra Triangle FC, LLC (the "*Developer*"); and

WHEREAS, pursuant to the Agreement the Village will provide certain financial incentives to the Developer in order to facilitate the redevelopment of the Redevelopment Project Area; and

WHEREAS, in order to pay or reimburse certain costs which constitute eligible “redevelopment project costs” under the TIF Act as approved in the Plan and as contemplated in the Agreement, the Corporate Authorities have heretofore and it hereby is expressly determined that it is advisable and necessary that the Village enter into a loan agreement (the “*Loan Agreement*”) as described in the attached EXHIBIT A; and

WHEREAS, the Village now contemplates that it will be advisable and necessary to make periodic draws under the Loan Agreement and to pay interest thereon (such draws and interest being, collectively, the “*Prior Obligations*”); and

WHEREAS, the Corporate Authorities have heretofore and it hereby is determined that it is advisable and necessary and in the best interests of the Village that all of the Prior Obligations be currently refunded from time to time (collectively, the “*Refunding*”) in order to achieve debt service savings or to restructure the indebtedness evidenced by the Prior Obligations; and

WHEREAS the estimated cost to the Village of the Refunding is not more than \$65,000,000 plus any estimated available amount of interest earnings on said sum prior to its expenditure; and

WHEREAS there are insufficient funds on hand and available to pay the costs of the Refunding, and it is necessary for that purpose that a sum to pay such costs be borrowed at this time, and in evidence of such indebtedness, general obligation bonds of the Village be issued in the principal amount of not to exceed \$65,000,000, and that such indebtedness be incurred in accordance with the Act as hereinafter defined, and without submitting the question of incurring such indebtedness to the electors of the Village for their approval:

NOW THEREFORE Be It Ordained by the President and Board of Trustees of the Village of Orland Park, Cook and Will Counties, Illinois, in the exercise of its home rule powers, as follows:

Section 1. Definitions. In addition to such other words and terms used and defined in this Ordinance, the following words and terms used in this Ordinance shall have the following meanings, unless, in either case, the context or use clearly indicates another or different meaning is intended. Words and terms defined in the singular may be used in the plural and vice-versa. Reference to any gender shall be deemed to include the other and also inanimate persons such as corporations, where applicable.

A. The following words and terms are as defined in the preambles hereto.

Agreement

Corporate Authorities

Developer

Loan Agreement

Plan

Prior Obligations

Project

Redevelopment Project Area

Refunding

TIF Act

Village

B. The following words and terms are defined as set forth.

“Act” means the Illinois Municipal Code, including specifically therein the TIF Act, as supplemented and amended by the Local Government Debt Reform Act, as amended, and the other Omnibus Bond Acts, as amended, and also as supplemented by the home rule powers of the Village under Section 6 of Article VII of the Illinois Constitution of 1970; and in the event of

conflict between the provisions of said code and said acts and the Village's home rule powers, the home rule powers shall be deemed to supersede the provisions of said code.

"Agency Obligation" means obligations issued or guaranteed by any of the following agencies, *provided* that such obligations are backed by the full faith and credit of the United States of America: Export-Import Bank of the United States direct obligations or fully guaranteed certificates of beneficial ownership; Federal Financing Bank; Farmers Home Administration certificates of beneficial ownership; Federal Housing Administration Debentures; Government National Mortgage Association guaranteed mortgage-backed bonds; General Services Administration participation certificates; United States Maritime Administration obligations guaranteed under Title XI; New Communities Debentures; United States Public Housing Notes and Bonds; and United States Department of Housing and Urban Development Project Notes and Local Authority Bonds.

"Bond" or *"Bonds"* means one or more, as applicable, of the not to exceed \$65,000,000 Taxable General Obligation Refunding Bonds authorized to be issued by this Ordinance.

"Bond Counsel" means Chapman and Cutler LLP, Chicago, Illinois.

"Bond Fund" means the Bond Fund established and defined in Section 17 of this Ordinance.

"Bond Order" means a bond order and notification of sale setting forth details of a Series of Bonds as hereinafter provided.

"Bond Register" means the books of the Village kept by the Bond Registrar to evidence the registration and transfer of the Bonds.

"Bond Registrar" means that entity having fiduciary powers so identified in a Bond Order as bond registrar, and successors or assigns.

“*County Clerks*” means the respective County Clerks of The County of Cook, Illinois, and The County of Will, Illinois.

“*Defeasance Obligations*” means, for any Series of Bonds, obligations which are non-callable or otherwise subject to prepayment or acceleration and which are lawful investments for the Village when purchased and limited to (1) (a) Agency Obligations, (b) Federal Obligations, (c) the interest component of the obligations of Resolution Funding Corp which have been stripped by request to the Federal Reserve Bank of New York and are in book entry form, (d) pre-refunded municipal bonds rated “Aaa” by Moody’s or “AAA” by Standard & Poor’s and which pre-refunded bonds have been pre-refunded with cash, direct U.S. or U.S. guaranteed obligations, or (2) other obligations as may be permitted by the Insurer in its Policy for that Series of Bonds and related documents.

“*Depository*” means The Depository Trust Company, a New York limited trust company, its successors, or a successor depository qualified to clear securities under applicable state and federal laws.

“*Designated Officers*” means the President, the Village Clerk, the Village Treasurer, the Finance Director and the Village Manager, or successors or assign.

“*Federal Obligation*” means any direct obligation of, or any obligation the timely payment of principal of and interest on which is fully and unconditionally guaranteed by, the United States of America.

“*Full Faith and Credit Taxes*” means the unlimited ad valorem taxes levied by and under this Ordinance against all of the taxable property in the Village, without limitation as to rate or amount, pledged hereunder as security for the Bonds.

“*Interest Payment Date*” means a Stated Maturity of interest on the Bonds.

“*Ordinance*” means this Ordinance, numbered as set forth on the title page hereof, and passed by the Corporate Authorities on the 19th day of September, 2011, as originally adopted and as the same may from time to time be amended or supplemented.

“*Outstanding*” or “outstanding” refers to Bonds which are outstanding and unpaid; *provided, however*, such term shall not include Bonds which (i) have matured and for which moneys are on deposit with proper paying agents or similar institutions having trust powers, or are otherwise properly available, sufficient to pay all principal and interest thereof, or (ii) the provision for payment of which has been made by the Village by the deposit in an irrevocable trust or escrow account of funds or Defeasance Obligations, the principal of and interest on which will be sufficient to pay at maturity or as called for redemption all of the principal of and interest and any applicable premium on such Bonds.

“*Paying Agent*” means that entity have fiduciary capaVillage and so identified in a Bond Order as paying agent, and successors or assigns.

“*Purchase Price*” means the price paid by the Purchasers for the Bonds as set forth in a relevant Bond Order, *provided* that no Purchase Price shall be less than 98% of the par amount of the Bonds (net of original issue discount, if any).

“*Purchasers*” means the Purchasers of the Bonds so identified in a relevant Bond Order.

“*Record Date*” means the 15th day of the month next preceding any regularly scheduled Interest Payment Date occurring on the first day of a month and 15 days preceding any Interest Payment Date occasioned by a redemption of Bonds on other than a regularly scheduled Interest Payment Date.

“*Series*” means a series of Bonds issued pursuant to this Ordinance.

“*Stated Maturity*” when used with respect to any Bond or Refunded Bond or any interest thereon means the date specified in such Bond or Refunded Bond as the fixed date on which the

principal of such Bond or Refunded Bond or such interest is due and payable, whether by maturity, mandatory redemption or otherwise.

“*Taxable*” means, with respect to the Bonds, the status of interest paid and received thereon as not excludable from the gross income of the owners thereof under the Code for federal income tax purposes.

“*Term Bonds*” means Bonds which are subject to mandatory redemption prior to maturity by operation of the Bond Fund, as hereinafter provided.

“*Treasurer*” means the Village Treasurer, or designee, or successors or assigns.

C. Certain further words and terms used in various sections are defined therein.

Section 2. Incorporation of Preambles. The Corporate Authorities hereby find that all of the recitals contained in the preambles to this Ordinance are true, correct and complete and do incorporate them into this Ordinance by this reference.

Section 3. Determination To Issue Bonds. It is necessary and in the best interests of the Village to undertake the Refunding and to pay all necessary costs thereof, to pay all related costs and expenses incidental thereto, and to borrow money and issue the Bonds in one or more Series for such purposes. It is hereby found and determined that such borrowing of money is for a proper public purpose or purposes and is in the public interest, and is authorized pursuant to the Act; and these findings and determinations shall be deemed conclusive.

Section 4. Bond Details. For the purpose of providing for such costs, there shall be issued and sold the Bonds, in the aggregate principal amount of not to exceed \$65,000,000. The Bonds shall each be designated “*Taxable General Obligation Refunding Bond, Series 201_*” or such other designation and Series identification as shall be provided in a relevant Bond Order; shall be dated the date of delivery (the “*Dated Date*”); and shall also bear the date of authentication thereof. The Bonds shall be in fully registered book-entry form (hereinafter

“*Book Entry Form*”), shall be in denominations of \$5,000 or integral multiples thereof (but no single Bond shall represent principal maturing on more than one date), shall be numbered consecutively in such fashion as shall be determined by the Bond Registrar, and shall become due and payable (subject to right of prior redemption as hereinafter stated) on December 1 of the years and in the amounts and bearing interest at the rates percent per annum as shall be provided in a Bond Order *provided, however*, that no Bond (i) shall bear interest at a rate percent per annum which is in excess of five and one-half percent (5.50%) or (ii) have a Stated Maturity which is later than twenty-five (25) years after the Dated Date.

Each Bond shall bear interest from the later of its Dated Date as herein provided or from the most recent Interest Payment Date to which interest has been paid or duly provided for, until the principal amount of such Bond is paid or duly provided for, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable on June 1 and December 1 of each year, commencing on such June 1 or December 1 as shall be provided in a relevant Bond Order. Interest on each Bond shall be paid by check or draft of the Paying Agent, payable upon presentation thereof in lawful money of the United States of America, to the person in whose name such Bond is registered at the close of business on the applicable Record Date, and mailed to the registered owner of the Bond as shown in the Bond Registrar or at such other address furnished in writing by such Registered Owner, or as otherwise may be agreed with the Depository. The principal of the Bonds shall be payable in lawful money of the United States of America upon presentation thereof at the principal office maintained for the purpose by the Paying Agent.

Section 5. Book Entry Provisions. The Bonds shall be initially issued in the form of a separate single fully registered Bond for each of the maturities of the Bonds. Upon initial issuance, the ownership of each such Bond shall be registered in the Bond Register in the name

of “Cede & Co.”, or any successor thereto, as nominee of the Depository. All of the outstanding Bonds from time to time shall be registered in the Bond Register in the name of Cede & Co., as nominee of the Depository. The Treasurer, as representative of the Village, and the Paying Agent and Bond Registrar are authorized to execute and deliver on behalf of the Village, and as such agent for the Village, such letters to or agreements with the Depository as shall be necessary to effectuate such book-entry system (any such letter or agreement being referred to herein as the “*Representation Letter*”). Without limiting the generality of the authority given with respect to entering into such Representation Letter, it may contain provisions relating to (a) payment procedures, (b) transfers of the Bonds or of beneficial interests therein, (c) redemption notices and procedures unique to the Depository, (d) additional notices or communications, and (e) amendment from time to time to conform with changing customs and practices with respect to securities industry transfer and payment practices.

With respect to Bonds registered in the Bond Register in the name of Cede & Co., as nominee of the Depository, none of the Village, the Treasurer, the Paying Agent or the Bond Registrar shall have any responsibility or obligation to any broker-dealer, bank or other financial institution for which the Depository holds Bonds from time to time as securities depository (each such broker-dealer, bank or other financial institution being referred to herein as a “*Depository Participant*”) or to any person on behalf of whom such a Depository Participant holds an interest in the Bonds. Without limiting the meaning of the immediately preceding sentence, the Village, the Treasurer, the Paying Agent and the Bond Registrar shall have no responsibility or obligation with respect to (a) the accuracy of the records of the Depository, Cede & Co., or any Depository Participant with respect to any ownership interest in the Bonds, (b) the delivery to any Depository Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register, of any notice with respect to the Bonds, including any notice of redemption,

or (c) the payment to any Depository Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register, of any amount with respect to principal of or interest on the Bonds. No person other than a registered owner of a Bond as shown in the Bond Register shall receive a Bond certificate with respect to any Bond. Upon delivery by the Depository to the Bond Registrar of written notice to the effect that the Depository has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions hereof with respect to the payment of interest to the registered owners of Bonds at the close of business on the applicable record date, the name “*Cede & Co.*” in this Ordinance shall refer to such new nominee of the Depository.

In the event that (a) the Village determines that the Depository is incapable of discharging its responsibilities described herein and in the Representation Letter, (b) the agreement among the Village, the Paying Agent and Bond Registrar, and the Depository evidenced by the Representation Letter shall be terminated for any reason or (c) the Village determines that it is in the best interests of the Village or of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the Village shall notify the Depository and the Depository shall notify the Depository Participants of the availability of Bond certificates, and the Bonds shall no longer be restricted to being registered in the Bond Register in the name of Cede & Co., as nominee of the Depository. The Village may determine that the Bonds shall be registered in the name of and deposited with a successor depository operating a book-entry system, as may be acceptable to the Village, or such depository’s agent or designee, but if the Village does not select such alternate book-entry system, then the Bonds shall be registered in whatever name or names registered owners of Bonds transferring or exchanging Bonds shall designate, in accordance with the provisions hereof.

Section 6. Execution; Authentication. The Bonds shall be executed on behalf of the Village by the manual or duly authorized facsimile signature of its President and attested by the manual or duly authorized facsimile signature of its Village Clerk, as they may determine, and shall have impressed or imprinted thereon the corporate seal or facsimile thereof of the Village. In case any such officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. All Bonds shall have thereon a certificate of authentication, substantially in the form hereinafter set forth, duly executed by the Bond Registrar as authenticating agent of the Village and showing the date of authentication. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Ordinance unless and until such certificate of authentication shall have been duly executed by the Bond Registrar by manual signature, and such certificate of authentication upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Ordinance.

Section 7. Redemption.)a) *Optional Redemption.* If so provided in the Bond Order, the Bonds shall be subject to redemption prior to maturity at the option of the Village, from any available moneys, *provided, however,* that the first optional redemption date for the Bonds shall not be later than 10 1/2 years from the date the Bonds are issued and *further provided* that no Bond may be callable for redemption at a redemption price in excess of 102% of principal amount redeemed.

(b) *Mandatory Redemption.* The Bonds maturing on the date or dates, if any, indicated in the Bond Order shall be Term Bonds and be subject to mandatory redemption, in integral multiples of \$5,000 selected by lot by the Bond Registrar, at a redemption price of par plus

accrued interest to the redemption date for the Term Bonds on December 1 of the years, if any, and in the principal amounts, if any, as indicated in the Bond Order.

The principal amounts of Term Bonds to be mandatorily redeemed in each year may be reduced through the earlier optional redemption thereof, with any partial optional redemptions of such Term Bonds credited against future mandatory redemption requirements in such order of the mandatory redemption dates as the Village may determine. In addition, on or prior to the 60th day preceding any mandatory redemption date, the Bond Registrar may, and if directed by the Village shall, purchase Term Bonds required to be retired on such mandatory redemption date. Any such Term Bonds so purchased shall be cancelled and the principal amount thereof shall be credited against the mandatory redemption required on such next mandatory redemption date.

Section 8. Redemption Procedure. The Bonds subject to redemption shall be identified, notice given, and paid and redeemed pursuant to the procedures as follows.

A. *Redemption Notice.* For a mandatory redemption of Term Bonds, the Bond Registrar shall proceed to redeem the Term Bonds without any further order or direction from the Village whatsoever. For an optional redemption, the Village shall, at least 45 days prior to any optional redemption date (unless a shorter time period shall be satisfactory to the Bond Registrar), notify the Bond Registrar of such redemption date and of the principal amount and maturities of Bonds to be redeemed.

B. *Selection of Bonds within a Maturity.* For purposes of any redemption of less than all of the Bonds of a single maturity of a Series, the particular Bonds or portions of Bonds to be redeemed shall be selected by lot by the Bond Registrar for the Bonds of such Series and of such maturity by such method of lottery as the Bond Registrar shall deem fair and appropriate; *provided*, that such lottery shall provide for the selection for

redemption of Bonds or portions thereof so that any \$5,000 Bond or \$5,000 portion of a Bond shall be as likely to be called for redemption as any other such \$5,000 Bond or \$5,000 portion. The Bond Registrar shall make such selection (1) upon or prior to the time of the giving of official notice of redemption, or (2) in the event of a refunding or defeasance, upon advice from the Village that certain Bonds have been refunded or defeased and are no longer Outstanding as defined.

C. *Official Notice of Redemption.* The Bond Registrar shall promptly notify the Village in writing of the Bonds or portions of Bonds selected for redemption and, in the case of any Bond selected for partial redemption, the principal amount thereof to be redeemed. Unless waived by the registered owner of Bonds to be redeemed, official notice of any such redemption shall be given by the Bond Registrar on behalf of the Village by mailing the redemption notice by first class U.S. mail not less than 30 days and not more than 60 days prior to the date fixed for redemption to each registered owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such registered owner to the Bond Registrar. All official notices of redemption shall include the name of the Bonds and at least the information as follows:

- (1) the redemption date;
- (2) the redemption price;
- (3) if less than all of the outstanding Bonds of a particular maturity of a Series are to be redeemed, the identification (and, in the case of partial redemption of Bonds within such maturity, the respective principal amounts) of the Bonds to be redeemed;

(4) a statement that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption and that interest thereon shall cease to accrue from and after said date; and

(5) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the office designated for that purpose of the Bond Registrar.

D. *Conditional Redemption.* Unless moneys sufficient to pay the redemption price of the Bonds to be redeemed shall have been received by the Bond Registrar prior to the giving of such notice of redemption, such notice may, at the option of the Village, state that said redemption shall be conditional upon the receipt of such moneys by the Bond Registrar on or prior to the date fixed for redemption. If such moneys are not received, such notice shall be of no force and effect, the Village shall not redeem such Bonds, and the Bond Registrar shall give notice, in the same manner in which the notice of redemption was given, that such moneys were not so received and that such Bonds will not be redeemed.

E. *Bonds Shall Become Due.* Official notice of redemption having been given as described, the Bonds or portions of Bonds so to be redeemed shall, subject to the stated condition in paragraph (D) immediately preceding, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the Village shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds shall be paid by the Bond

Registrar at the redemption price. The procedure for the payment of interest due as part of the redemption price shall be as herein provided for payment of interest otherwise due.

F. *Insufficiency in Notice Not Affecting Other Bonds; Failure to Receive Notice; Waiver.* Neither the failure to mail such redemption notice, nor any defect in any notice so mailed, to any particular registered owner of a Bond, shall affect the sufficiency of such notice with respect to other registered owners. Notice having been properly given, failure of a registered owner of a Bond to receive such notice shall not be deemed to invalidate, limit or delay the effect of the notice or redemption action described in the notice. Such notice may be waived in writing by a registered owner of a Bond entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice by registered owners shall be filed with the Bond Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver. *In lieu of the foregoing official notice, so long as the Bonds are held in book entry form, notice may be given as provided in the Representation Letter, and the giving of such notice shall constitute a waiver by DTC and the book entry owner, as registered owner, of the foregoing notice. After giving proper notification of redemption to the Bond Registrar, as applicable, the Village shall not be liable for any failure to give or defect in notice.*

G. *New Bond in Amount Not Redeemed.* Upon surrender for any partial redemption of any Bond, there shall be prepared for the registered owner a new Bond or Bonds of like tenor, of Authorized Denominations, of the same maturity, and bearing the same rate of interest in the amount of the unpaid principal.

H. *Effect of Nonpayment upon Redemption.* If any Bond or portion of Bond called for redemption shall not be so paid upon surrender thereof for redemption, the principal shall become due and payable on demand, as aforesaid, but, until paid or duly

provided for, shall continue to bear interest from the redemption date at the rate borne by the Bond or portion of Bond so called for redemption.

I. *Bonds to Be Cancelled; Payment to Identify Bonds.* All Bonds which have been redeemed shall be cancelled and destroyed by the Bond Registrar and shall not be reissued. Upon the payment of the redemption price of Bonds being redeemed, each check or other transfer of funds issued for such purpose shall bear the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

J. *Additional Notice.* The Village agrees to provide such additional notice of redemption as it may deem advisable at such time as it determines to redeem Bonds, taking into account any requirements or guidance of the Securities and Exchange Commission, the Municipal Securities Rulemaking Board, the Government Accounting Standards Board, or any other federal or state agency having jurisdiction or authority in such matters; *provided, however,* that such additional notice shall be (1) advisory in nature, (2) solely in the discretion of the Village (unless a separate agreement shall be made), (3) not be a condition precedent of a valid redemption or a part of the Bond contract, and (4) any failure or defect in such notice shall not delay or invalidate the redemption of Bonds for which proper official notice shall have been given. Reference is also made to the provisions of the Continuing Disclosure Undertaking of the Village with respect to the Bonds, which may contain other provisions relating to notice of redemption of Bonds.

K. *Bond Registrar to Advise Village.* As part of its duties hereunder, the Bond Registrar shall prepare and forward to the Village a statement as to notices given with respect to each redemption together with copies of the notices as mailed.

Section 9. Registration and Exchange or Transfer of Bonds; Persons Treated as Owners. The Village shall cause the Bond Register to be kept at the principal office maintained for the purpose by the Bond Registrar. The Village is authorized to prepare, and the Bond Registrar or such other agent as the Village may designate shall keep custody of, multiple Bond blanks executed by the Village for use in the transfer and exchange of Bonds.

Any Bond may be transferred or exchanged, but only in the manner, subject to the limitations, and upon payment of the charges as set forth in this Ordinance. Upon surrender for transfer or exchange of any Bond at the office of the Bond Registrar, duly endorsed by or accompanied by a written instrument or instruments of transfer or exchange in form satisfactory to the Bond Registrar and duly executed by the registered owner or an attorney for such owner duly authorized in writing, the Village shall execute and the Bond Registrar shall authenticate, date and deliver in the name of the transferee or transferees or, in the case of an exchange, the registered owner, a new fully registered Bond or Bonds of like tenor, of the same maturity, bearing the same interest rate, of authorized denominations, for a like aggregate principal amount.

The Bond Registrar shall not be required to transfer or exchange any Bond during the period from the close of business on the Record Date for an interest payment to the opening of business on such Interest Payment Date.

The execution by the Village of any fully registered Bond shall constitute full and due authorization of such Bond, and the Bond Registrar shall thereby be authorized to authenticate, date and deliver such Bond; *provided, however,* that the principal amount of Bonds of each maturity authenticated by the Bond Registrar shall not at any one time exceed the authorized principal amount of Bonds for such maturity less the amount of such Bonds which have been paid.

The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of or interest on any Bond shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

No service charge shall be made for any transfer or exchange of Bonds, but the Village or the Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds.

Section 10. Form of Bond. The Bonds shall be in substantially the form hereinafter set forth; *provided, however,* that if the text of the Bonds is to be printed in its entirety on the front side of the Bonds, then the second paragraph on the front side and the legend “See Reverse Side for Additional Provisions” shall be omitted and the text of paragraphs set forth for the reverse side shall be inserted immediately after the first paragraph.

registration books of the Village maintained by the Bond Registrar, at the close of business on the applicable Record Date (the “*Record Date*”). The Record Date shall be the 15th day of the month next preceding any regularly scheduled Interest Payment Date occurring on the first day of a month and 15 days preceding any Interest Payment Date occasioned by a redemption of Bond on other than a regularly scheduled Interest Payment Date. Interest shall be paid by check or draft of the Bond Registrar, payable upon presentation in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books, or at such other address furnished in writing by such Registered Owner to the Bond Registrar, or as otherwise agreed by the Village and the Bond Registrar for so long as this Bond is held by The Depository Trust Company, New York, New York, the Depository, or nominee, in book-entry only form as provided for same.

Reference is hereby made to the further provisions of this Bond set forth on the reverse hereof, and such further provisions shall for all purposes have the same effect as if set forth at this place.

It is hereby certified and recited that all conditions, acts and things required by the Constitution and Laws of the State of Illinois to exist or to be done precedent to and in the issuance of this Bond, have existed and have been properly done, happened and been performed in regular and due form and time as required by law; that the indebtedness of the Village, represented by the Bonds, and including all other indebtedness of the Village, howsoever evidenced or incurred, does not exceed any constitutional or statutory or other lawful limitation; and that provision has been made for the collection of a direct annual tax, in addition to all other taxes, on all of the taxable property in the Village sufficient to pay the interest hereon as the same falls due and also to pay and discharge the principal hereof at maturity.

This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been manually signed by the Bond Registrar.

IN WITNESS WHEREOF the Village of Orland Park, Cook and Will Counties, Illinois, by its President and Board of Trustees, has caused this Bond to be executed by the manual or duly authorized facsimile signature of its President and attested by the manual or duly authorized facsimile signature of its Village Clerk and its corporate seal or a facsimile thereof to be impressed or reproduced hereon, all as appearing hereon and as of the Dated Date identified above.

President, Village of Orland Park
Cook and Will Counties, Illinois

ATTEST:

Village Clerk, Village of Orland Park
Cook and Will Counties, Illinois

[SEAL]

Date of Authentication: _____, _____

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the within-mentioned Ordinance and is one of the Taxable General Obligation Refunding Bonds, Series 201__, having a Dated Date of [_____,] 201__, of the Village of Orland Park, Cook and Will Counties, Illinois.

as Bond Registrar

Bond Registrar and Paying Agent:

_____, Chicago, Illinois

[FORM OF BOND - REVERSE SIDE]

This bond is one of a Series of bonds (the “*Bonds*”) in the aggregate principal amount of \$____,____,000 issued by the Village for the purpose of paying costs of the Refunding, and of paying expenses incidental thereto, all as described and defined in the ordinance authorizing the Bonds (as supplemented by a Bond Order and Notification of Sale, the “*Ordinance*”), pursuant to and in all respects in compliance with the applicable provisions of the Illinois Municipal Code, as amended, and as supplemented by the Local Government Debt Reform Act, as amended, and the other Omnibus Bond Acts, as amended, and as further supplemented and, where necessary, superseded, by the powers of the Village as a home rule unit under the provisions of Section 6 of Article VII of the Illinois Constitution of 1970, (such code, acts and powers being the “*Act*”), and with the Ordinance, which has been duly passed by the President and Board of Trustees of the Village, approved by the President, and published, in all respects as by law required.

This Bond is subject to provisions relating to registration, transfer and exchange; and such other terms and provisions relating to security and payment as are set forth in the Ordinance, to which reference is hereby expressly made, and to all the terms of which the Registered Owner hereof is hereby notified and shall be subject.

The Bonds coming due on and after December 1, 20____, are subject to redemption prior to maturity at the option of the Village on _____ 1, 20____, and any date thereafter, from any lawfully available monies, in whole or in part, and if in part, in such principal amounts and from such maturities as the Village shall determine, and within any maturity by lot, at a redemption price of [par] plus accrued interest, upon the terms and conditions and as otherwise provided in the Bond Ordinance.

The Village and the Bond Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal

hereof and interest due hereon and for all other purposes, and neither the Village nor the Bond Registrar shall be affected by any notice to the contrary.

UNDER VARIOUS SUBSECTIONS OF SECTION 141 OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED, INTEREST ON THIS BOND IS NOT EXCLUDABLE FROM GROSS INCOME OF THE OWNERS HEREOF FOR FEDERAL INCOME TAX PURPOSES. BONDHOLDERS SHOULD CONSULT THEIR OWN TAX ADVISORS WITH RESPECT TO THE INCLUSION OF INTEREST ON THIS BOND IN GROSS INCOME FOR FEDERAL INCOME TAX PURPOSES.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

Here insert Social Security Number, Employer Identification Number or other Identifying Number

(Name and Address of Assignee)

the within Bond and does hereby irrevocably constitute and appoint

as attorney to transfer the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

Signature guaranteed: _____

NOTICE: The signature to this transfer and assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Section 11. Security for the Bonds. The Bonds, together with the interest and any premium thereon, shall be and forever remain until paid or defeased, secured by the full faith and credit of the Village and the Village's levy of the Full Faith and Credit Taxes.

Section 12. Tax Levy; Abatement. For the purpose of providing funds required to pay the principal of and interest on the Bonds, there is hereby levied upon all of the taxable property within the Village, in the years for which any of the Bonds are Outstanding, a direct annual tax for each of the years while the Bonds or any of them are Outstanding, in amounts sufficient for that purpose; and there is hereby levied on all of the taxable property in the Village, in addition to all other taxes, the Full Faith and Credit Taxes in the amounts and for the years as shall be set forth in a relevant Bond Order.

The Full Faith and Credit Taxes and other moneys on deposit in the Bond Fund shall be applied to pay principal of and interest on the Bonds. Interest or principal coming due at any time when there are insufficient funds on hand from the Full Faith and Credit Taxes to pay the same shall be paid promptly when due from current funds on hand in advance of the collection of the Full Faith and Credit Taxes herein levied; and when the Full Faith and Credit Taxes shall have been collected, reimbursement shall be made to said funds in the amount so advanced.

The Village covenants and agrees with the Purchasers and registered owners of the Bonds that so long as any of the Bonds remain outstanding, the Village will take no action or fail to take any action which in any way would adversely affect the ability of the Village to levy and collect the Full Faith and Credit Taxes. The Village and its officers will comply with all present and future applicable laws in order to assure that the Full Faith and Credit Taxes may be levied, extended and collected as provided herein and deposited into the Bond Fund.

In the event that funds from any lawful source, including, specifically, the incremental property taxes, if any, derived from the Redevelopment Project Area, may be made available for the purpose of paying any principal of or interest on the Bonds so as to enable the abatement of the Full Faith and Credit Taxes levied herein for the payment of same, the Corporate Authorities shall, by proper proceedings, direct the deposit of such other funds into the Bond Fund, and

further shall direct the abatement of the taxes by the amount so deposited. A certified copy or other notification of any such proceedings abating taxes may then be filed with the County Clerks in a timely manner to effect such abatement.

Section 13. Filing with County Clerks. Promptly, as soon as this Ordinance becomes effective, a copy of this Ordinance, certified by the Village Clerk of the Village, shall be filed with the County Clerks; and said County Clerk sin and for each of the years as set forth hereinabove shall ascertain the rate percent required to produce the aggregate Full Faith and Credit Taxes hereinbefore provided to be levied and subject to abatement as provided in said section 12; and said County Clerks shall extend the same for collection on the tax books in connection with other taxes levied in said years in and by the Village for general corporate purposes of the Village; and the County Clerks, or other appropriate officer or designee, shall remit the Full Faith and Credit Taxes for deposit to the credit of the Bond Fund; and, subject to abatement as stated hereinabove, in said years such annual tax shall be levied and collected by and for and on behalf of the Village in like manner as taxes for general corporate purposes for said years are levied and collected, and in addition to and in excess of all other taxes.

Section 14. Loan Agreement Authorized; Sale of Bonds; Bond Orders and Documents.

A. LOAN AGREEMENT AUTHORIZED. The Loan Agreement, incorporating the terms as set forth in EXHIBIT A attached hereto, is hereby expressly authorized and the Designated Officers are hereby specifically authorized, without further official action by or direction of the Corporate Authorities, to enter into such documents and to take such actions as shall be deemed reasonable and necessary to effectuate the Loan Agreement.

B. SALE OF BONDS AUTHORIZED. From time to time and at such times as there shall be Prior Obligations outstanding under the Loan Agreement, the Designated Officers are hereby authorized to proceed, without any further authorization or direction whatsoever from the

Corporate Authorities, to sell and deliver the Bonds, in one or more series, upon the terms as prescribed in this Section, pursuant to one or more Bond Orders. The Designated Officers must find and determine in each Bond Order that no person holding any office of the Village either by election or appointment, is in any manner financially interested either directly, in his or her own name, or indirectly in the name of any other person, association, trust or corporation in said Bond Purchase Contract with the Purchasers for the purchase of the Bonds. Each Series of Bonds shall be sold and delivered to the Purchasers at the price of not less than 98% of the par value of the principal amount thereof (net of any original issue discount), plus accrued interest to the date of delivery. Such sale shall be made upon the advice (in the form of a written certificate or report) of Speer Financial, Inc., the Village's independent financial advisor ("*Speer*"), that the net interest cost rate on such Series of Bonds, calculated in accordance with customary market practice, does not exceed five and one-half percent (5.50%) and that the terms of the Bonds are fair and reasonable in view of current conditions in the bond markets. Nothing in this Section shall require the Designated Officers to sell any of the Bonds if in their judgment, aided by Speer, the conditions in the bond markets shall have deteriorated from the time of adoption thereof or the sale of all or any portion of the Bonds shall for some other reason not be deemed advisable, but the Designated Officers shall have the authority to sell the Bonds in any event so long as the limitations set forth in this Ordinance and the conditions of this Section shall have been met. As a further exercise of this authority, the Designated Officers may sell the Bonds in more than one Series; and, in such event, shall be authorized to change the name of the Bonds for each such Series so that such Series may properly be identified separately. Further, in such event, the provisions for registration, redemption and exchange of Bonds shall be read as applying to Bonds only of each Series, respectively, and not as between Series.

C. BOND ORDERS AND SALE DOCUMENTS. Upon the sale of the Bonds or any Series of the Bonds, the Designated Officers and any other officers of the Village as shall be appropriate, shall be and are hereby authorized and directed to approve or execute, or both, a relevant Bond Order and such additional documents of sale of the Bonds as may be necessary, including, without limitation, an Official Statement, a Bond Purchase Contract (which may be in the form of an executed Official Bid Form), and closing documents (which may include an Escrow Agreement), all as prepared by Bond Counsel and approved as to form by the Village Attorney. The distribution of the Preliminary Official Statement in form as prepared by Speer relating to the Bonds is hereby in all respects authorized and approved, and the proposed use by the Purchasers of an Official Statement (in substantially the form of the Preliminary Official Statement but with appropriate variations to reflect the final terms of the Bonds) is hereby approved. The Designated Officers shall execute a bond purchase contract for the sale of the Bonds to the Purchasers (each, a “*Bond Purchase Contract*”) in the form approved by the Village Attorney. Upon the sale of each Series of the Bonds, the Designated Officers shall prepare the relevant Bond Order, which shall include the pertinent details of sale as provided herein and which shall further identify the amounts of principal of and interest on such Prior Obligations as shall be refunded by the proceeds of said Bonds, and such shall be entered into the records of the Village and made available to the Corporate Authorities at the next public meeting thereof. The Designated Officers shall also file with the County Clerks each Bond Order or like document including a statement of Full Faith and Credit Taxes. The Designated Officers are hereby authorized to take any action as may be required on the part of the Village to consummate the transactions contemplated by each Bond Purchase Contract, this Ordinance, said Preliminary Official Statement, said final Official Statement, the Escrow Agreement, if any, and the Bonds,

but the authority granted in this Ordinance to the Designated Officers to sell Bonds as provided herein shall expire on April 30, 2013.

Section 15. Continuing Disclosure Undertaking. Any Designated Officer is hereby authorized to execute and deliver the Continuing Disclosure Undertaking, in substantially the form heretofore executed by the Village in connection with prior financings, to effect compliance with Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934. When such Continuing Disclosure Undertaking is executed and delivered on behalf of the Village, it will be binding on the Village and the officers, agents, and employees of the Village, and the same are hereby authorized and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of such Continuing Disclosure Undertaking as executed and delivered. Notwithstanding any other provisions hereof, the sole remedies for failure to comply with such Continuing Disclosure Undertaking shall be the ability of the beneficial owner of any Bond to seek mandamus or specific performance by court order, to cause to the Village to comply with its obligations thereunder.

Section 16. General Covenants. The Village covenants and agrees with the registered owners of the Bonds that, so long as any Bonds remain outstanding and unpaid:

(a) The Village will punctually pay or cause to be paid the principal of, interest on and premium, if any, to become due in respect of the Bonds in strict conformity with the terms of the Bonds and this Ordinance, and it will faithfully observe and perform all of the conditions, covenants and requirements thereof and hereof.

(b) The Village will pay and discharge, or cause to be paid and discharged, any and all lawful claims which, if unpaid, might become a lien or charge upon the Full Faith and Credit Taxes or any part thereof, or which might impair the security of the Bonds.

Nothing herein contained shall require the Village to make any such payment so long as the Village in good faith shall contest the validity of said claims.

(c) The Village will preserve and protect the security of the Bonds and the rights of the Bondholders, and will warrant and defend their rights against all claims and demands of all persons. From and after the sale and delivery of any of the Bonds by the Village, the Bonds shall be incontestable by the Village.

(d) The Village will adopt, make, execute and deliver any and all such further ordinances, resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention of, or to facilitate the performance of, this Ordinance and for the better assuring and confirming unto the holders of the Bonds of the rights and benefits provided in this Ordinance.

Section 17. Creation of Funds and Appropriations.

A. There is hereby created the “*General Obligation Refunding Bonds 2011 Bond Fund*” (the “*Bond Fund*”), which shall be the fund for the payment of principal of and interest on the Bonds. Accrued interest, if any, received upon delivery of the Bonds shall be deposited into the Bond Fund and be applied to pay first interest coming due on the Bonds.

B. The Full Faith and Credit Taxes shall either be deposited into the Bond Fund and used solely and only for paying the principal of and interest on the Bonds or be used to reimburse a fund or account from which advances to the Bond Fund may have been made to pay principal of or interest on the Bonds prior to receipt of Full Faith and Credit Taxes. Interest income or investment profit earned in the Bond Fund shall be retained in the Bond Fund for payment of the principal of or interest on the Bonds on the Interest Payment Date next after such interest or profit is received or, to the extent lawful and as determined by the Corporate Authorities, transferred to such other fund as may be determined. The Village hereby pledges, as equal and

ratable security for the Bonds, all present and future proceeds of the Full Faith and Credit Taxes on deposit in the Bond Fund for the sole benefit of the registered owners of the Bonds, subject to the reserved right of the Corporate Authorities to transfer certain interest income or investment profit earned in the Bond Fund to other funds of the Village, as described in the preceding sentence.

C. The amount necessary from the proceeds of the Bonds shall be disbursed directly upon the issuance of the Bonds or shall be deposited into a separate fund, hereby created, designated the "Expense Fund" (the "*Expense Fund*") to be used to pay expenses of issuance of the Bonds. Disbursements from such fund shall be made from time to time by the Village Treasurer as needed to pay costs of issuance of the Bonds or shall be made upon the delivery of the Bonds by the Purchasers at the direction of the Treasurer. Any excess in said fund shall be transferred after six months to the Bond Fund.

D. The sum necessary of the principal proceeds of the Bonds shall be used to provide for the Refunding, and to that end shall be deposited with the Treasurer and shall be used by the Treasurer, without further official action by or direction from the Corporate Authorities, to prepay the principal of and interest on the Prior Obligations. If necessary the Designated Officers are furthermore hereby expressly authorized to enter into an Escrow Agreement to effectuate the Refunding, any such agreement to be in form as provided by Bond Counsel and approved by the Village Attorney, with such revisions, additions, alterations and deletions as the Designated Officers shall deem necessary, their execution thereof to constitute ratification by the Corporate Authorities with no further official direction by or action of the Corporate Authorities.

Section 18. Rights and Duties of Bond Registrar and Paying Agent. If requested by the Bond Registrar or the Paying Agent, or both, any officer of the Village is authorized to execute standard forms of agreements between the Village and the Bond Registrar or Paying Agent with

respect to the obligations and duties of the Bond Registrar or Paying Agent hereunder. In addition to the terms of such agreements and subject to modification thereby, the Bond Registrar and Paying Agent by acceptance of duties hereunder agree:

(a) to act as bond registrar, paying agent, authenticating agent, and transfer agent as provided herein;

(b) as to the Bond Registrar, to maintain a list of Bondholders as set forth herein and to furnish such list to the Village upon request, but otherwise to keep such list confidential to the extent permitted by law;

(c) as to the Bond Registrar, to cancel and/or destroy Bonds which have been paid at maturity or submitted for exchange or transfer;

(d) as to the Bond Registrar, to furnish the Village at least annually a certificate with respect to Bonds canceled and/or destroyed;

(e) to furnish the Village at least annually an audit confirmation of Bonds paid, Bonds Outstanding and payments made with respect to interest on the Bonds;

The Village Clerk of the Village is hereby directed to file a certified copy of this Ordinance with the Bond Registrar and the Paying Agent.

Section 19. Defeasance. Bonds may be discharged, payment provided for, and the Village's liability terminated as follows:

(a) *Discharge of Indebtedness.* If (i) the Village shall pay or cause to be paid to the registered owners of the Bonds the principal, premium, if any, and interest to become due thereon at the times and in the manner stipulated therein and herein, (ii) all fees and expenses of the Paying Agent shall have been paid, and (iii) the Village shall keep, perform and observe all and singular the covenants and promises in the Bonds and in this Ordinance expressed as to be kept, performed and observed by it or on its part, then these presents and the rights hereby granted shall cease, determine and be void. If the Village shall pay or cause to be paid to the registered owners of all Outstanding Bonds of a particular Series, or of a particular maturity within a Series, the principal, premium, if any, and interest to become due thereon at the times and in the manner stipulated therein and herein, such Bonds shall cease to be entitled to any lien, benefit or security under the

Ordinance, and all covenants, agreements and obligations of the Village to the holders of such Bonds shall thereupon cease, terminate and become void and discharged and satisfied.

(b) *Provision for Payment.* Bonds for the payment or redemption or prepayment of which sufficient monies or sufficient Defeasance Obligations shall have been deposited with the Paying Agent or an escrow agent having fiduciary capacity (whether upon or prior to the maturity or the redemption date of such Bonds) and accompanied by an opinion of bond counsel as to compliance with the covenants with respect to such Bonds, and accompanied by an express declaration of defeasance of the Bonds by the Corporate Authorities, shall be deemed to be paid within the meaning of this Ordinance and no longer outstanding under this Ordinance; *provided, however*, that if such Bonds are to be redeemed prior to the maturity thereof, notice of such redemption shall have been duly given as provided in this Ordinance or arrangements satisfactory to the Paying Agent shall have been made for the giving thereof. Defeasance Obligations shall be considered sufficient only if said investments mature and bear interest in such amounts and at such times as will assure sufficient cash to pay currently maturing interest or principal, as applicable, and redemption premium, if any, when due on the Bonds.

The Village may at any time surrender to the Bond Registrar for cancellation by it any Bonds previously authenticated and delivered hereunder, which the Village may have acquired in any manner whatsoever, and such Bonds, upon such surrender and cancellation, shall be deemed to be paid and retired.

(c) *Termination of Village's Liability.* Upon the discharge of indebtedness under paragraph (a) hereof, or upon the deposit with the Paying Agent or an escrow agent having fiduciary capacity of sufficient money and Defeasance Obligations (such sufficiency being determined as provided in paragraph (b) hereof) for the retirement of any particular Bond or Bonds, all liability of the Village in respect of such Bond or Bonds shall cease, determine and be completely discharged and the holders thereof shall thereafter be entitled only to payment out of the money and the proceeds of the Defeasance Obligations deposited with aforesaid for their payment.

Section 20. Publication of Ordinance. A full, true and complete copy of this Ordinance shall be published within ten days after passage in pamphlet form by authority of the Corporate Authorities.

Section 21. Superseder and Effective Date. All ordinances, resolutions and orders, or parts thereof, in conflict herewith, are to the extent of such conflict hereby superseded; and this Ordinance shall be in full force and effect immediately upon its passage and approval.

ADOPTED: September 19, 2011

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED: September 19, 2011

President, Village of Orland Park,
Cook and Will Counties, Illinois

ATTEST:

Village Clerk, Village of Orland Park
Cook and Will Counties, Illinois

Published in pamphlet form by authority of the President and Board of Trustees on
September 19, 2011.

Recorded in the records of the Village on September 19, 2011.

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CERTIFICATION OF MINUTES AND ORDINANCE

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Orland Park, Cook and Will Counties, Illinois (the “*Village*”), and as such official I am the keeper of the official journal of proceedings, books, records, minutes and files of the Village and of the President and Board of Trustees (the “*Corporate Authorities*”) thereof.

I do further certify that the foregoing is a full, true and complete transcript of that portion of the minutes of the meeting of the Corporate Authorities held on the 19th day of September, 2011, insofar as the same relates to the adoption of an ordinance, numbered _____, entitled:

AN ORDINANCE authorizing a loan agreement for and providing for the issuance of Taxable General Obligation Refunding Bonds of the Village of Orland Park, Cook and Will Counties, Illinois, authorizing the execution of one or more bond orders in connection with the issuance of said bonds and providing for the levy and collection of a direct annual tax for the payment of the principal of and interest on said bonds.

a true, correct and complete copy of which said ordinance as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the Corporate Authorities on the adoption of said ordinance were taken openly; that the vote on the adoption of said ordinance was taken openly; that said meeting was held at a specified time and place convenient to the public; that notice of said meeting was duly given to all newspapers, radio or television stations and other news media requesting such notice; that an agenda for said meeting was posted at the principal office of the Corporate Authorities and at the location where said meeting was to be held on a day which was not a Saturday, Sunday or legal holiday for Illinois municipalities and at least 48 hours in advance of holding said meeting; that said agenda described or made specific reference to said ordinance; that a true, correct and complete copy of said agenda as so posted is attached hereto; and that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and the Illinois Municipal Code, as amended, and that the Corporate Authorities have complied with all of the provisions of said Act and said Code, except as said Act and said Code are validly superseded by the home rule powers of the Village, and with all of the procedural rules of the Corporate Authorities in the adoption of said ordinance.

IN WITNESS WHEREOF I hereunto affix my official signature and the seal of the Village
this 19th day of September, 2011.

Village Clerk

[SEAL] **VILLAGE CLERK TO ATTACH AGENDA**

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CERTIFICATE OF PUBLICATION IN PAMPHLET FORM

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Orland Park, Cook and Will Counties, Illinois (the “*Village*”), and as such official I am the keeper of the official journal of proceedings, books, records, minutes, and files of the Village and of the President and Board of Trustees (the “*Corporate Authorities*”) thereof.

I do further certify that on the 19th day of September, 2011, there was published in pamphlet form, by authority of the Corporate Authorities a true, correct and complete copy of Ordinance Number _____ of the Village providing for the issuance of Taxable General Obligation Refunding Bonds, Series 2011B, of the Village and that said ordinance as so published was on said date readily available for public inspection and distribution, in sufficient number to meet the needs of the general public, at my office as Village Clerk located in the Village.

IN WITNESS WHEREOF I have affixed hereto my official signature and the seal of the Village this 19th day of September, 2011.

Village Clerk

[SEAL]

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CERTIFICATE OF FILING

I do hereby certify that I am the duly qualified and acting County Clerk of The County of Cook, Illinois, and as such officer I do hereby certify that on the ___ day of August, 2011, there was filed in my office a properly certified copy of Ordinance Number _____, passed by the President and Board of Trustees of the Village of Orland Park, Cook and Will Counties, Illinois, on the 19th day of September, 2011, and entitled:

AN ORDINANCE authorizing a loan agreement for and providing for the issuance of Taxable General Obligation Refunding Bonds of the Village of Orland Park, Cook and Will Counties, Illinois, authorizing the execution of one or more bond orders in connection with the issuance of said bonds 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 that the same has been deposited in, and all as appears from, the official files and records of my office.

IN WITNESS WHEREOF I have hereunto affixed my official signature and the seal of The County of Cook, Illinois, at Chicago, Illinois, this ____ day of September, 2011.

County Clerk of The County
of Cook, Illinois

[SEAL]

STATE OF ILLINOIS)
) SS
COUNTY OF WILL)

CERTIFICATE OF FILING

I do hereby certify that I am the duly qualified and acting County Clerk of The County of Will, Illinois, and as such officer I do hereby certify that on the ___ day of August, 2011, there was filed in my office a properly certified copy of Ordinance Number _____, passed by the President and Board of Trustees of the Village of Orland Park, Cook and Will Counties, Illinois, on the 19th day of September, 2011, and entitled:

AN ORDINANCE authorizing a loan agreement for and providing for the issuance of Taxable General Obligation Refunding Bonds of the Village of Orland Park, Cook and Will Counties, Illinois, authorizing the execution of one or more bond orders in connection with the issuance of said bonds 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 that the same has been deposited in, and all as appears from, the official files and records of my office.

IN WITNESS WHEREOF I have hereunto affixed my official signature and the seal of The County of Will, Illinois, at Joliet, Illinois, this ____ day of September, 2011.

County Clerk of The County
of Will, Illinois

[SEAL]



VILLAGE OF ORLAND PARK

SUMMARY OF TERMS AND CONDITIONS

September 13, 2011

Borrower: Village of Orland Park ("Village")

Credit Bank: Fifth Third Bank ("Bank")

Credit Facility: (1) Taxable General Obligation Revolving Line of Credit (RLOC)
(2) Converting to a Term Loan

Amount: Up to \$30,000,000.00

Term: Up to a total of ten (10) years, with
(1) Up to three (3) years
(2) Up to balance of ten (10) years

Purpose: To fund project costs and reserves related to the Main Street Triangle Development Project, located at 143rd Street and LaGrange Road in the Village ("Project")

Security: The Credit Facility shall be a general obligation of the Village, secured by a pledge of its full faith and credit as a Home Rule community.

Pricing: 1) Floating rate of 30-day LIBOR plus 90 bps.
Option available to synthetically fix the rate using an interest rate swap.
2) Floating rate of 30-day LIBOR plus 100 bps.
or
1) Fixed rate of 10-year US Treasury plus 150 bps.

2) Fixed rate of 10-year US Treasury plus 175 bps.

Fees:

Commitment fee of \$50,000.00

- Fee of \$10,000.00 due upon acceptance and signing of this proposal.
- Fee of \$15,000.00 due within one week of signing the RDA.
- Balance of fee of \$25,000.00 due at closing, no later than October 20, 2011.
- If the Village does not sign the RDA, the commitment fee of \$10,000.00 will remain intact, and the balance of \$40,000.00 will be waived.

Undrawn/unused line fees are waived, or zero per annum

Exit fee of \$20,000.00

- Applicable only if the revolving line of credit (RLOC) does not convert to a term loan.

Rate Modifiers:

To the extent the Credit Facility is declared tax-exempt, the pricing (except Undrawn and Commitment fees) will be modified by multiplying by .8.

Ratings Grid:

The above pricing will increase should the Village’s public debt rating decline below AA, as follows:

Lower of Moody’s or S&P rating:	New Floating rate (basis L equals 30 day LIBOR)	New Fixed Rate (basis T equals 10 year Treasury)
AA1/AA+, AA2/AA or AA3/AA-	L + 90 bps.	T + 150 bps.
A1/A+ or A2/A	L + 150 bps.	Add fee of 15 bps.
A3/A-	L + 190 bps.	Add 25 bps. fee to above
Below A3/A-	Default	Default

Amortization:

Interest only for first three (3) years.
Thereafter, amortize over 25 years.

Sinking Fund:

The Village agrees to make monthly deposits into a Bank-controlled sinking fund, based on Projected Annual Debt service.

Covenants:

Ordinary and Customary for this type of transaction.

Expenses: All expenses incurred by the Bank shall be paid by the Borrower, including but not limited to, legal expenses or third party reports. Such expenses shall be paid at closing, or on demand, in the event the transaction fails to close.

Due diligence findings on the developer, conducted by the Bank for the financing, will be shared with the Village.

Representations: The Village shall represent that it has taken all legal action necessary to enter into this agreement, in a form satisfactory to the Bank.

Conditions Precedent: Delivery of all documentation, including legal opinions, in a form satisfactory to the Bank;

Evidence that this Credit Facility is at parity with other Village general obligation debt;

Satisfactory review of the Project budget, contracts, and construction documents, as reasonably requested by the Bank;

Payment of all expenses, including legal fees;

Mutual agreement on recurring non-credit banking services;

Review of other documents the Bank may reasonably request

Reporting: Annual audited financial statements within 180 days of fiscal year-end

Budgets and forecasts, as necessary

Events of Default: Non-payment of principal or interest when due

Downgrade below BBB+ (S&P, Fitch) or Baa1 (Moody's)

Violation of covenants, if not cured in 30 days

Bankruptcy or insolvency

Governing Law: State of Illinois, with waiver of jury trial

This document outlines Terms and Conditions under which the Bank would consider extending credit to the Borrower, and is in no way a commitment to lend. By accepting this term sheet, the Village solicits the Bank to seek a Credit Commitment based on the terms outlined above. Acceptance must be received not later than September 23, 2011, with anticipated closing not later than October 20, 2011.

Accepted by the Village of Orland Park this _____ day of _____, 2011

By: _____

Title: _____

Laura Shallow
Vice President/Senior Relationship Manager
Public Funds Group
Fifth Third Bank