



**Up to \$20,000,000 in Tax Exempt
Line of Credit**

PROVIDED BY

HANK GAY
VICE PRESIDENT, INSTITUTIONAL MARKET GROUP
BMO Harris Bank N.A.

FOR THE BENEFIT OF

Village of Orland Park, Illinois

June 25, 2015

Village of Orland Park, Illinois

Tax Exempt Line of Credit

Summary of Terms and Conditions

June 25, 2015

(For discussion purposes only – not a commitment to lend)

Borrower(s):	Village of Orland Park, Illinois (the "Borrower" or the "Village")
Bank:	BMO Harris Bank N.A. ("BMO Harris" or the "Bank"). Please see Exhibit I.
Facility:	An amount not to exceed \$20,000,000 Tax Exempt Line of Credit ("Line" or "Facility"). Please note the Facility will be broken into two portions, a \$10MM portion that will initially be Revolving ("RLOC") in nature supporting Road Reconstruction Projects and another \$10MM portion that will be Non-Revolving ("NRLOC") in nature supporting Storm Water Management Projects.
Purpose:	To provide proceeds for Storm Water Management Projects and Road Reconstruction Projects.
Facility Day/Year:	Actual/365
RLOC Maturity:	Two years from closing.
Interest Payments:	Interest on any outstandings on the Facility will be due monthly on the first Business Day of each month.
Interest Rates and Other Fees:	The initial interest rate on the Facility and Other Fees are set forth in Exhibit II.
Conversion to Term Loan:	On an agreed upon date the Borrower may convert any outstandings to a term loan. The total aggregate term of the Line and the Term Loan shall not exceed ten ("10") years. The NRLOC may be structured as a ten year ("10") term loan if fully drawn at closing.
Indicative Pricing Perishability:	Rates and fees outlined in Exhibit II are indicative as of June 25, 2015 and are subject to market conditions at all times until the Bank shall commit in writing otherwise. In any event, such rates and fees should not be regarded as indicative after July 27, 2015.
Interest Rate Recapture:	The documents shall provide for the Bank to recapture interest as protection against the possibility of the interest rate payable on the Loan exceeding the maximum rate permissible by law.
Prepayments on Outstandings on the Line:	Draws and repayments may occur on a daily basis pursuant to the Credit Agreement.
Repayments on the Term Loan:	Principal payments on the term loan will occur semiannually on a schedule to be agreed upon by the Borrower and the Bank. The aggregate term of the Line and the Term Loan shall not exceed ten ("10") years.
Security:	Repayment of draws on the Line and any Term Loan Facility shall represent General Obligations of the Village and shall be payable from any funds of the Village legally available for such purpose including, but not limited to, home rule sales tax and water and sewer user fees.

The Village shall levy property taxes in arrears should there be a shortfall in general revenues.

Conditions Precedent:	<p>Usual and customary conditions for like situated borrowers, including the following:</p> <ol style="list-style-type: none"> 1. Absence of default or unmatured default, absence of material litigation, and absence of any material change in the Borrower's financial condition. 2. The absence of any situation occurring which would, in the reasonable opinion of the Bank, materially adversely affect the Borrower or this transaction. 3. The Bank not becoming aware of any information affecting either the Borrower or this transaction which is inconsistent in a material manner with what has been previously disclosed to the Bank and such information is true and correct in all material respects. 4. The Borrower shall maintain all necessary approvals, orders, authorizations, consents, licenses, certificates and permits from all applicable governmental authorities, which are or may be required to operate its facilities. 5. The Borrower shall have delivered other customary closing documentation, including, without limitation, legal opinions of counsel to the Borrower acceptable to the Bank.
Representations and Warranties:	<p>Usual representations and warranties for like situated borrowers and the Facility type and tenor, including, without limitation, absence of material adverse change, absence of material litigation, absence of default or potential default.</p>
Covenants:	<p>The Facility will contain customary affirmative covenants including payment of other obligations; continuation of business and maintenance of existence and material rights and privileges; compliance with laws and material contractual obligations; maintenance of property and insurance; maintenance of books and records; agreement to include debt service in the annual budget; the Village shall levy taxes for debt service should general revenues be insufficient; right of the Bank to request reasonable information and inspect property; receive notices of defaults, litigation and other material events such as compliance with environmental laws.</p> <p>The Facility will also contain customary negative covenants, including no sovereign immunity.</p>
Reporting Requirements:	<p>The Borrower will provide the following items in an electronic format acceptable to the Bank:</p> <ol style="list-style-type: none"> 1. Annual, audited, consolidated and consolidating financial statements of the Borrower within 210 days of the Borrower's fiscal year end. 2. Annual budget of the Borrower within 30 days of the Borrower's fiscal year end. 3. Additional information as reasonably requested by the Bank.
Financial Covenants:	<p>The Credit Agreement or similar agreement will incorporate by reference covenants contained in any Related Documents and said covenants and provisions will be deemed to be for the benefit of the Bank. Any amendments to, or waiver of, said provisions will require the written consent of the Bank. The Bank will also require the following covenants, which will be defined in the loan documentation OR are defined below.</p> <ol style="list-style-type: none"> 1. Any financial covenant or trigger event with any other general obligation debt holder, whether existing or so negotiated, during the term of the Loan shall also be deemed incorporated into the Loan Agreement. 2. Maintain underlying stand-alone general obligation ratings of no less than "BBB-/Baa3" from at least one of S&P, Fitch or Moody's at all times.
Events of Default	<p>Usual and customary for facilities of this type, including violation of covenants; inaccurate or false representations or warranties, cross default with other debt agreements, insolvency, bankruptcy, ERISA, unsatisfied judgments, repudiation, and material adverse change in Borrower's financial condition</p>
Participations; Transfer:	<p>The Bank reserves the right in its sole discretion to assign, sell, pledge or participate interests in the Agreement without the consent of the Borrower.</p>
Governing Law and Jurisdiction:	<p>This Agreement shall be deemed to be a contract under, and for all purposes shall be governed by, and construed and interpreted in accordance with, the laws of the State of Illinois.</p>
Legal Counsel:	<p>The Bank will require legal counsel and will employ Carol Thompson of Chapman and Cutler.</p>

Expenses:	Upon the acceptance of these terms by the Borrower, all legal expenses of the Bank, plus expenses and other documentation fees incurred as a result of the preparation of the transaction documents will be reimbursed by the Borrower whether or not the transaction closes.
Expected Timing of Bank Credit Decision:	Satisfactory due diligence, in the Bank's sole discretion, consists of, but may not be limited to, a full review of requested financial statements and financing documents and discussions with management. Should the Borrower request financing substantially on the terms outlined herein, Bank's credit decision would be made within approximately two weeks after receiving all requested information and completion of due diligence. Such decision will be in a separate writing so stating.
Yield Protection & Breakage Costs:	The Facility shall contain customary provisions (a) that require the Borrower to reimburse the Bank for any increased costs or loss of yield due to change in law, rule or regulation imposed upon the Bank, including but not limited to changes in the reserve requirements, tax code, capital adequacy and other requirements of law or governmental authority, including Dodd Frank and Basel III and (b) indemnifying the Bank for "breakage costs" incurred in connection with, among other things, any prepayment of Term Loans in whole or in part on a day other than the last day of an interest period or Maturity with respect thereto.
Indemnification:	The Bank will be indemnified against all losses, liabilities, claims, damages and expenses relating to or arising out of the loan documents, the transaction(s) contemplated hereby or the Borrower's use of loan proceeds, including without limitation environmental problems, such indemnity to include without limitation reasonable attorneys' fees and settlement costs.
Information Sharing:	The Borrower agrees that the Bank may provide any information or knowledge the Bank may have about the Borrower or about any matter relating to the Facility described in this Term Sheet to any of its subsidiaries or affiliates or their successors, or to any one or more purchasers, potential purchasers, participants or assignees.
Confidentiality Statement:	The terms of this Term Sheet are for Borrower's confidential use and may not be disclosed by it to any other person other than its employees, attorneys, board members and financial advisors (but not other commercial lenders), and then only in connection with the transactions being discussed and on a confidential basis, except where disclosure is required by law, or where the Bank consents to the proposed disclosure; <i>provided, however</i> , that the Borrower (and each employee, representative or other agent of the Borrower) may disclose to any and all persons, without limitation of any kind, the "tax treatment" and "tax structure" (in each case, within the meaning of Treasury Regulation Section 1.6011-4) of the transaction(s) contemplated hereby and all materials of any kind (including opinions or other tax analyses) that are or have been provided to the Borrower relating to such tax treatment or tax structure. The Bank may, from time to time, be providing debt financing, equity capital or other services (including financial advisory services) to other companies in respect of which the Borrower may have conflicting interests regarding the transaction described herein and otherwise. The Bank confirms that it will not use confidential information obtained from the Borrower by virtue of the potential transaction or the Bank's relationship with the Borrower in connection with the performance by the Bank of such services for other companies.
Municipal Advisor	This Summary of Terms and Conditions relates to a loan to the City. Under the transaction described herein, the Bank would be acting solely for its own account to loan money to you, and not as a municipal advisor, financial advisor, agent or fiduciary to you or any other person, regardless of whether the Bank or an affiliate has acted or is currently acting as such on a separate transaction. Neither the Bank nor its municipal securities broker-dealer affiliate, BMO Capital Markets GKST Inc. ("GKST"), is acting as a municipal advisor, underwriter or placement agent in connection with the proposed loan, and any GKST employees involved with such loan are acting on behalf of the Bank only. The Bank is not recommending that you take an action with respect to the transaction described this Summary of Terms and Conditions, and before taking any action with respect to this transaction, you should discuss the information contained herein with such legal, accounting, tax, financial and other advisors, as you deem appropriate. If you would like a municipal advisor in this transaction that has legal fiduciary duties to you, you are free to engage a municipal advisor to serve in that capacity.

This Summary of Terms and Conditions is for discussion purposes only in anticipation of engaging in a commercial arm's-length transaction with you. The Bank is acting for its own interest, and has financial and other interests that differ from your interests. The Bank's sole role would be to lend money to you. The Bank will not have any duty or liability to any person or entity in connection with the information provided herein. The information provided herein is not intended to be and should not be construed as "advice" within the meaning of Section 15B of the Securities Exchange Act of 1934.

This Summary of Terms and Conditions, together with any accompanying transmittal letter, should be viewed as an outline intended for discussion purposes only. It should not in any way be viewed as a commitment by BMO Harris Bank N.A., or any other entity to extend credit to the Borrower.

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Exhibit I

Information on BMO Harris Bank N.A.

	Public Ratings for BMO Harris Bank N.A.		
	S&P	Moody's	Fitch
Long Term Ratings:	A+	A2	AA-
Short Term Ratings:	A-1	P-1	F-1+
Outlook:	Negative*	Stable	Stable

*On August 8, 2014, S&P affirmed the long-term ratings on six of the largest Canadian banks, including BMO, and changed the outlook to negative from stable.

**On June 11, 2014, Moody's affirmed the long-term ratings of the seven largest Canadian banks, including BMO, and changed the outlook to negative from stable.

The Bank's most recent annual report can be accessed via the following website: <http://www.bmo.com>

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Exhibit II

Pricing and Other Fee Information

Interest Rates

RLOC Variable Rate Option:

The Draws will bear interest at a Variable Rate of interest which is equal to 1-month LIBOR multiplied by a tax factor plus the Credit Spread as set forth in the table below and payable on a 365-day basis. Please note the rates listed below are indicative and are for discussion purposes only. They are subject to negotiation and proper approvals.

1-Month LIBOR	X	Tax Factor Spread)	+	Tax Exempt Spread	=	Tax Exempt Variable Rate
0.19%		74%			0.42%		0.56%

Term Loan Fixed Rate Option:

The Term Loan will bear interest at a Fixed Rate of interest which is equal to the 10-year Swap Rate multiplied by a tax factor plus the Credit Spread as set forth in the table below and payable on a 365-day basis. Please note the rates listed below are indicative and are for discussion purposes only. They are subject to negotiation and proper approvals. Pricing will be set upon conversion to a Term Loan.

10 Year Swap Rate	X	Tax Factor Spread)	+	Tax Exempt Spread	=	Tax Exempt Fixed Rate
2.51%		74%			0.80%		2.66%

Term Loan Variable Rate Option:

The Term Loan will bear interest at a Variable Rate of interest which is equal to 1-month LIBOR multiplied by a tax factor plus the Credit Spread as set forth in the table below and payable on a 365-day basis. Please note the rates listed below are indicative and are for discussion purposes only. They are subject to negotiation and proper approvals.

1-Month LIBOR	X	Tax Factor Spread)	+	Tax Exempt Spread	=	Tax Exempt Variable Rate
0.19%		74%			0.80%		0.94%

The options above are subject to a Pricing Grid adjustment based on the Borrower's existing underlying General Obligation rating of "Aa1" and 'AA+' by Moody's and S&P, respectively. Tax Exempt Credit Spreads shall be subject to the increases shown below for each notch change downgrade (including gradations within each rating category).

Rating	Increase in Spread
Aa1 / AA+	No Change
Aa2 / AA	0.10%
Aa3 / AA-	0.10%
A1 / A+	0.20%
A2 / A	0.20%
A3 / A-	0.20%
Baa1 / BBB+	0.30%
Baa2 / BBB	0.30%
Baa3 / BBB-	0.30%

Other Fees and Rates

Unused Fee: 12.5 basis points on the undrawn portion of the commitment due quarterly in arrears. The Unused Fee shall be waived should the average outstanding be greater than or equal to 25% of the commitment.

Other Fees: Bank reserves the right to assess fees for amendments, substitutions, renewals and other expenses. Amount to be determined based on the complexity of the request, not to exceed \$5,000.00.

Default Rate: Base Rate + 4.00%

Base Rate: Defined as the higher of (i) Prime, (ii) Fed Funds plus 2% or (iii) LIBOR Quoted Rate plus 3%, or (iv) 5%