

SECOND AMENDMENT TO CREDIT AGREEMENT

This SECOND AMENDMENT TO CREDIT AGREEMENT (this "*Amendment*") dated as of August __, 2019 (the "*Amendment Date*") is between the VILLAGE OF ORLAND PARK, ILLINOIS, a municipality and home rule unit of local government duly organized and existing under the Constitution and laws of the State of Illinois (the "*Borrower*"), and BMO HARRIS BANK N.A., a national banking association (the "*Lender*"). All capitalized terms used herein and not defined herein shall have the meanings set forth in the Agreement (as hereinafter defined).

WITNESSETH

WHEREAS, the Borrower and the Lender have entered into that certain Credit Agreement dated as of August 12, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "*Agreement*"), pursuant to which the Lender has agreed to extend credit to the Borrower on the terms and conditions set forth in the Agreement; and

WHEREAS, the parties hereto wish to amend certain provisions of the Agreement as set forth herein.

NOW THEREFORE, in consideration of the premises, the parties hereto hereby agree as follows:

SECTION 1. AMENDMENTS.

Upon satisfaction of the conditions precedent set forth in Section 2 hereof, the Agreement shall be amended as follows:

1.01. Subject to the terms of Section 3 hereof, the defined term "*Commitment Termination Date*" set forth in Section 1.01 of the Agreement is hereby amended in its entirety and as so amended shall be restated to read as follows:

"*Commitment Termination Date*" means the earliest of:

- (a) December 12, 2019; and
- (b) the date the Commitment is reduced to zero pursuant to Section 2.04 or Section 7.02 hereof.

SECTION 2. CONDITIONS PRECEDENT.

The effectiveness of this Amendment is subject to the satisfaction of or waiver by the Lender of all of the following conditions precedent:

- 2.01. Delivery by the Borrower of an executed counterpart of this Amendment.

2.02. The following statements shall be true and correct as of the date hereof:

(a) the representations and warranties of the Borrower contained in the Agreement and each of the Loan Documents are true and correct on and as of the date hereof as though made on and as of such date (except to the extent the same expressly relate to an earlier date); and

(b) no Default or Event of Default has occurred and is continuing or would result from the execution of this Amendment.

2.03. Payment to the Lender or directly to its counsel, as applicable, of the reasonable legal fees and expenses of counsel to the Lender.

2.04. All other legal matters with respect to this Amendment shall be satisfactory to the Lender and its counsel.

SECTION 3. CONDITION SUBSEQUENT.

The amendment set forth in Section 1.01 hereof is subject to ratification of this Amendment and the execution thereof by the signatories hereof by the Board of Trustees of the Borrower at their meeting on August 19, 2019. If such ratification does not occur, the amendment in Section 1.01 hereof shall not be effective and the Commitment Termination Date will not be deemed to have been extended beyond August 12, 2019.

SECTION 4. REPRESENTATIONS AND WARRANTIES OF THE BORROWER.

In addition to the representations given in Article V of the Agreement, the Borrower, hereby represents and warrants as follows:

4.01. The execution, delivery and performance by the Borrower, of this Amendment and the Agreement, as amended hereby, are within its respective powers, have been duly authorized by all necessary action and do not contravene any law, rule or regulation, any judgment, order or decree or any contractual restriction binding on or affecting the Borrower.

4.02. No authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required for the due execution, delivery and performance by Borrower of this Amendment or the Agreement, as amended hereby.

4.03. This Amendment and the Agreement, as amended hereby, constitute legal, valid and binding obligations of the Borrower and are enforceable against the Borrower in accordance with their respective terms, except that (i) the enforcement thereof may be limited by principles of sovereign immunity and by bankruptcy, reorganization, insolvency, liquidation, moratorium and other laws relating to or affecting the enforcement of creditors' rights and remedies generally, as the same may be applied in the event of the bankruptcy, reorganization, insolvency,

liquidation or similar situation of the Borrower, and (ii) no representation or warranty is expressed as to the availability of equitable remedies.

SECTION 5. MISCELLANEOUS.

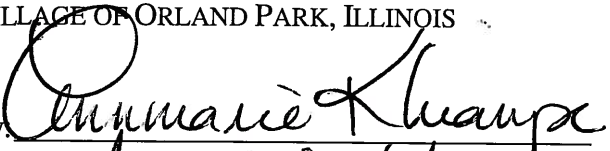
Except as specifically amended herein, the Agreement shall continue in full force and effect in accordance with its terms. Reference to this Amendment need not be made in any note, document, agreement, letter, certificate, the Agreement or any communication issued or made subsequent to or with respect to the Agreement, it being hereby agreed that any reference to the Agreement shall be sufficient to refer to, and shall mean and be a reference to, the Agreement, as hereby amended. In case any one or more of the provisions contained herein should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired hereby. All capitalized terms used herein without definition shall have the same meanings herein as they have in the Agreement. THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF ILLINOIS WITHOUT GIVING EFFECT TO CONFLICTS OF LAWS PRINCIPLES. EACH PARTY HEREBY WAIVES ANY OBJECTION THAT THE LENDER MAY NOW OR HEREAFTER HAVE TO THE LAYING OF THE VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING AND ANY CLAIM THAT SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN SUCH A COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

This Amendment may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered by their respective officers hereunto duly authorized as of the Amendment Date.

VILLAGE OF ORLAND PARK, ILLINOIS

By:



Name: Annmarie K. Nampe

Title: Finance Director

By:



Name: Keith Pekau

Title: Village President

BMO HARRIS BANK N.A.

By:



Name: Adam J. Hanula

Title: Vice President