

VILLAGE OF BRADLEY

RESOLUTION NO. R-11-25-02

RESOLUTION RELEASING LAKE FOREST BANK &
TRUST COMPANY, N.A. LETTER OF CREDIT #10001998

ADOPTED BY THE
BOARD OF TRUSTEES OF THE
VILLAGE OF BRADLEY

THIS 10th DAY OF November, 2025

Published in pamphlet form by the authority of the Board of Trustees of the Village of Bradley,
Kankakee County, Illinois this 10th day of November, 2025.

RESOLUTION NO. R-11-25-02

**RESOLUTION RELEASING LAKE FOREST BANK &
TRUST COMPANY, N.A. LETTER OF CREDIT #10001998**

WHEREAS, the Corporate Authorities of the Village of Bradley, Kankakee County, Illinois, have the authority to adopt resolutions and to promulgate rules and regulations that pertain to its government and affairs and protect the public health, safety, and welfare of its citizens; and

WHEREAS, on December 3, 2024, Lake Forest Bank & Trust Company, N.A. (the "Bank") issued to the Village of Bradley its Letter of Credit #10001998 in the amount of \$61,706.81 relative to the development of the new Culver's Restaurant located at 2061 Illinois State Route 50, Bourbonnais (a copy of said Letter of Credit is attached hereto as Exhibit A); and

WHEREAS, all work has been completed and the Village has determined that it is appropriate to release the Letter of Credit; and

WHEREAS, the original of the Letter of Credit has been mislaid and is lost and cannot be found or produced, and in lieu of the original, the Bank requires that the Village execute a Lost Letter of Credit Affidavit, a copy of which is attached hereto as Exhibit B; and

WHEREAS, the Corporate Authorities of the Village have determined that it is in the best interests of the Village and its citizens to release Letter of Credit #10001998 and to execute any and all documents to effectuate said release including the Lost Letter of Credit Affidavit attached hereto.

NOW THEREFORE, BE IT RESOLVED BY THE CORPORATE AUTHORITIES OF THE VILLAGE OF BRADLEY, KANKAKEE COUNTY, ILLINOIS, PURSUANT TO ITS STATUTORY AUTHORITY, AS FOLLOWS:

SECTION 1. The Corporate Authorities hereby find that all of the recitals contained in the preamble to this Resolution are true, correct, and complete and are hereby incorporated by reference hereto and made a part hereof.

SECTION 2. The Corporate Authorities hereby authorize the release of Lake Forest Bank & Trust Company, N.A. Letter of Credit #10001998 (Exhibit A) and further authorize and direct the Community Development Director to execute and deliver any and all documents, including the Lost Letter of Credit Affidavit (Exhibit B), necessary to effectuate the intent of this Resolution, which is to release said Letter of Credit.

SECTION 3. In the event that any provision or provisions, portion or portions, or clause or clauses of this Resolution shall be declared to be invalid or unenforceable by a Court of competent jurisdiction, such adjudication shall in no way affect or impair the validity or enforceability of any of the remaining provisions, portions, or clauses of this Resolution that may be given effect without such invalid or unenforceable provision or provisions, portion or portions, or clause or clauses.

SECTION 4. All ordinances, resolutions, motions, or parts thereof, conflicting with any of the provisions of this Resolution, are hereby repealed to the extent of the conflict.

SECTION 5. The Village Clerk is hereby directed to publish this Resolution in pamphlet form.

SECTION 6. This Resolution shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

PASSED by the Board of Trustees on a roll call vote on the 10th day of November, 2025.

TRUSTEES:

RYAN LEBRAN	Aye – <u>X</u>	Nay – _____	Absent – _____
BRIAN BILLINGSLEY	Aye – <u>X</u>	Nay – _____	Absent – _____
DARREN WESTPHAL	Aye – <u>X</u>	Nay – _____	Absent – _____
BRIAN TIERI	Aye – <u>X</u>	Nay – _____	Absent – _____
GRANT D. VANDENHOUT	Aye – <u>X</u>	Nay – _____	Absent – _____
GENE JORDAN	Aye – <u>X</u>	Nay – _____	Absent – _____

VILLAGE PRESIDENT:

MICHAEL WATSON	Aye – _____	Nay – _____	Absent – _____
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TOTALS:	Aye – <u>6</u>	Nay – <u>0</u>	Absent – <u>0</u>
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ATTEST:



KHAMSEO NELSON, DEPUTY VILLAGE CLERK

APPROVED this 10th day of November , 2025.



MICHAEL WATSON, VILLAGE PRESIDENT

ATTEST:



KHAMSEO NELSON, DEPUTY VILLAGE CLERK

STATE OF ILLINOIS)
) §§
COUNTY OF KANKAKEE)

I, Khamseo Nelson, Deputy Village Clerk of the Village of Bradley, County of Kankakee and State of Illinois, DO HEREBY CERTIFY that the attached is a true, perfect, and complete copy of Resolution number **R-11-25-02**, “RESOLUTION RELEASING LAKE FOREST BANK & TRUST COMPANY, N.A. LETTER OF CREDIT #10001998,” which was adopted by the Village Corporate Authorities at a meeting held on the 10TH day of November, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand in the Village of Bradley, County of Kankakee and State of Illinois, on this 10th day of November, 2025.



KHAMSEO NELSON, DEPUTY VILLAGE CLERK

(SEAL)



Exhibit A

**Lake Forest Bank & Trust Company, N.A.
Letter of Credit #10001998**

EXHIBIT B

Lost Letter of Credit Affidavit

WINTRUST
INTERNATIONAL SERVICES

DATE OF ISSUE:
DECEMBER 03, 2024

IRREVOCABLE
LETTER OF CREDIT NUMBER:
10001998

DATE AND PLACE OF EXPIRY:
DECEMBER 31, 2025 SEE BELOW

APPLICANT:
RAR OF ROMEOVILLE LLC
400 E. SUMMIT AVENUE
WALES, WI 53183

BENEFICIARY:
VILLAGE OF BRADLEY
147 S. MICHIGAN AVENUE
BRADLEY, IL 60915
ATTN: COMMUNITY DEVELOPMENT
DIRECTOR

ADVISING BANK:
NONE

AMOUNT: USD61,706.81

WE, LAKE FOREST BANK & TRUST COMPANY, N.A. (THE "BANK"), HEREBY ISSUE TO VILLAGE OF BRADLEY, 147 S. MICHIGAN AVENUE, BRADLEY, ILLINOIS 60915, (THE "VILLAGE"), FOR THE ACCOUNT OF RAR OF ROMEOVILLE LLC (HEREINAFTER REFERRED TO AS "DEVELOPER" AND/OR "APPLICANT"), THIS IRREVOCABLE STANDBY LETTER OF CREDIT IN THE AMOUNT OF SIXTY ONE THOUSAND SEVEN HUNDRED SIX AND 81/100 U.S. DOLLARS, AVAILABLE WITH LAKE FOREST BANK & TRUST COMPANY, N.A., C/O ITS SERVICE PROVIDER, WINTRUST FINANCIAL CORPORATION, ATTN: INTERNATIONAL SERVICES GROUP, 231 S. LASALLE ST., 13TH FLOOR, CHICAGO, IL 60604 AGAINST PRESENTATION OF THE FOLLOWING DOCUMENTS:

1. BENEFICIARY'S SIGNED DRAFT AT SIGHT DRAWN ON LAKE FOREST BANK & TRUST COMPANY, N.A., BEARING THE CLAUSE "DRAWN UNDER LAKE FOREST BANK & TRUST COMPANY, N.A. LETTER OF CREDIT NO. 10001998 DATED DECEMBER 03, 2024."

2. BENEFICIARY'S CERTIFICATE SIGNED BY THE VILLAGE COMMUNITY DEVELOPMENT DIRECTOR OF THE VILLAGE OF BRADLEY CERTIFYING EITHER:

(A) "WE CERTIFY THAT LETTER OF CREDIT NO. 10001998 IS ABOUT TO EXPIRE WITHIN 30 DAYS AND RAR OF ROMEOVILLE LLC HAS FAILED TO PROVIDE US WITH AN EXTENSION OR AN ACCEPTABLE REPLACEMENT IRREVOCABLE LETTER OF CREDIT AND THEIR OBLIGATIONS UNDER THE AGREEMENT REMAIN OUTSTANDING AS OF THE DATE OF THIS DRAWING."

OR

(B) "THE WORK HAS NOT BEEN COMPLETED IN ACCORDANCE WITH THE PLANS, SPECIFICATIONS AND AGREEMENTS (INCLUDING ANY AMENDMENTS THEREOF) FOR THE FOLLOWING PROJECT: NEW CULVER'S RESTAURANT, 2061 IL 50, BOURBONNAIS, IL 60914 ("PROJECT").

AND

3. THE ORIGINAL OF THIS LETTER OF CREDIT AND ALL AMENDMENTS, IF ANY.

WE HEREBY AGREE THAT THIS LETTER OF CREDIT SHALL EXPIRE ON DECEMBER 31, 2025, AS STATED HEREINABOVE; PROVIDED, WE SEND NOTICE TO THE VILLAGE

WINTRUST
INTERNATIONAL SERVICES

COMMUNITY DEVELOPMENT DIRECTOR OF THE VILLAGE OF BRADLEY, BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED OR OVERNIGHT COURIER AT LEAST SIXTY (60) DAYS PRIOR TO SAID CURRENT EXPIRATION DATE, THAT THIS LETTER OF CREDIT IS ABOUT TO EXPIRE. IN NO EVENT SHALL THIS LETTER OF CREDIT OR THE OBLIGATIONS CONTAINED HEREIN EXPIRE WITHOUT SUCH PRIOR WRITTEN NOTICE, IT BEING EXPRESSLY AGREED THAT THE ABOVE EXPIRATION DATE SHALL BE EXTENDED AS REQUIRED TO COMPLY WITH THIS NOTICE PROVISION.

WE FURTHER AGREE THAT THIS IRREVOCABLE LETTER OF CREDIT SHALL REMAIN IN FULL FORCE AND EFFECT UP TO ITS EXPIRY DATE AND PERTAIN TO ANY AND ALL AMENDMENTS OR MODIFICATIONS WHICH MAY BE MADE FROM TIME TO TIME TO THE PLANS, SPECIFICATIONS, AND AGREEMENTS FOR THE PROJECT, WITHOUT NOTICE FROM SAID VILLAGE OF SUCH AMENDMENTS OR MODIFICATIONS.

WE ARE INFORMED THAT SUCH IMPROVEMENTS MUST BE INSTALLED IN ACCORDANCE WITH THE ORDINANCES OF THE VILLAGE OF BRADLEY, APPROVED FINAL ENGINEERING AND LANDSCAPE PLANS, AND ALL APPLICABLE APPROVED PLANS, AND MUST FURTHER BE APPROVED BY THE VILLAGE ENGINEER, VILLAGE COMMUNITY DEVELOPMENT DEPARTMENT, AND THE BOARD OF TRUSTEES OF THE VILLAGE OF BRADLEY.

THE BANK, TO THE FULL EXTENT PERMITTED BY LAW, HEREBY KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY SUBMITS TO JURISDICTION AND VENUE IN KANKAKEE COUNTY, ILLINOIS, OVER SUIT, ACTION, OR PROCEEDING BY THE VILLAGE OF BRADLEY RELATING TO THIS IRREVOCABLE LETTER OF CREDIT. FURTHER, THIS IRREVOCABLE LETTER OF CREDIT IS EXECUTED IN THE STATE OF ILLINOIS AND SHALL BE CONSTRUED UNDER THE LAWS THEREOF. THE CIRCUIT COURT FOR THE TWENTY-FIRST JUDICIAL CIRCUIT, KANKAKEE COUNTY, ILLINOIS, SHALL HAVE EXCLUSIVE JURISDICTION OVER ANY SUIT, ACTION, OR OTHER PROCEEDING WHATSOEVER REGARDING THIS IRREVOCABLE LETTER OF CREDIT.

WE HEREBY ENGAGE WITH YOU THAT ALL DRAFT(S) DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS LETTER OF CREDIT WILL BE DULY HONORED WITHIN FIVE (5) BUSINESS DAYS FROM RECEIPT, IF PRESENTED TO LAKE FOREST BANK & TRUST COMPANY, N.A., C/O OUR SERVICE PROVIDER, WINTRUST FINANCIAL CORPORATION, ATTN: INTERNATIONAL SERVICES GROUP, 231 S. LASALLE ST., 13TH FLOOR, CHICAGO, IL 60604 BY 4:00 P.M. CENTRAL TIME ON OR BEFORE THE THEN CURRENT EXPIRY DATE.

IF, WITHIN FIVE (5) BUSINESS DAYS OF THE DATE ANY DEMAND (MADE IN CONFORMITY WITH THIS IRREVOCABLE LETTER OF CREDIT) IS PRESENTED, WE FAIL TO HONOR SAME, WE AGREE TO PAY ALL REASONABLE ATTORNEY FEES, COURT COSTS, AND ANY OTHER EXPENSES INCURRED BY THE VILLAGE OF BRADLEY IN ENFORCING ANY OF THE TERMS OF THIS LETTER OF CREDIT.

AS USED HEREIN, "BUSINESS DAY" MEANS ANY DAY ON WHICH THE OFFICE WHERE PRESENTATION TO US IS TO BE MADE IS OPEN FOR BUSINESS.

THIS IRREVOCABLE LETTER OF CREDIT IS ISSUED SUBJECT TO THE PROVISIONS OF ILLINOIS LAW AND THE FOLLOWING RULES OF THE INTERNATIONAL STANDBY PRACTICES 1998, INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 590 ("ISP 98"): 3.08, 3.09, 3.13, 3.14, 4.01, 4.02, 4.03, 4.12, 5.01, 5.02, 5.03, 5.04, 5.09, 7.01, AND 9.01. TO THE EXTENT ILLINOIS LAW OR THE ISP 98 RULES LISTED HEREIN CONFLICT WITH THE PROVISIONS OF THIS LETTER OF CREDIT, THE PROVISIONS OF THIS LETTER OF CREDIT SHALL CONTROL. TO THE EXTENT THE ISP 98 RULES LISTED HEREIN CONFLICT WITH THE PROVISIONS OF ILLINOIS LAW, THE PROVISIONS OF THE ISP 98 RULES SHALL CONTROL.

WINTRUST
INTERNATIONAL SERVICES

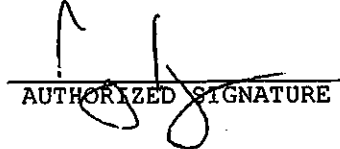
THIS LETTER OF CREDIT SETS FORTH IN FULL THE TERMS OF OUR UNDERTAKING, AND SUCH UNDERTAKING SHALL NOT IN ANY WAY BE MODIFIED, AMPLIFIED OR LIMITED BY REFERENCE TO ANY DOCUMENT, INSTRUMENT OR AGREEMENT REFERRED TO IN THIS STANDBY LETTER OF CREDIT, EXCEPT ONLY ISP98 REFERRED TO HEREIN, AND ANY SUCH REFERENCE SHALL NOT BE DEEMED TO INCORPORATE HEREIN ANY SUCH DOCUMENT, INSTRUMENT OR AGREEMENT.

PLEASE ADDRESS ALL CORRESPONDENCE REGARDING THIS LETTER OF CREDIT TO LAKE FOREST BANK & TRUST COMPANY, N.A., C/O ITS SERVICE PROVIDER, WINTRUST FINANCIAL CORPORATION, ATTN: INTERNATIONAL SERVICES GROUP, 231 S. LASALLE ST., 13TH FLOOR, CHICAGO, IL 60604 REFERENCING THE LETTER OF CREDIT NUMBER MENTIONED ABOVE. FOR TELEPHONE ASSISTANCE, PLEASE CONTACT THE STANDBY UNIT AT 1-312-981-0767 OR BY EMAIL TO OUR INTERNATIONAL SERVICES GROUP AT INTERNATIONALSERVICES@WINTRUST.COM.

LAKE FOREST BANK & TRUST COMPANY, N.A.



AUTHORIZED SIGNATURE



AUTHORIZED SIGNATURE

LOST LETTER OF CREDIT AFFIDAVIT

THIS LOST LETTER OF CREDIT AFFIDAVIT, dated as of _____, 2025 (this "Affidavit"), is made by Village of Bradley (the "Beneficiary") in favor of the issuing bank, Lake Forest Bank & Trust Company, N.A. (the "Bank").

WITNESSETH:

WHEREAS, to secure certain obligations under that certain Agreement by and among RAR of Romeoville LLC ("Applicant"), and Beneficiary, Bank issued its Irrevocable Standby Letter of Credit No. 10001998 for the account of Applicant in favor of Beneficiary, a copy of which is attached hereto as Exhibit A (the "Letter of Credit"); and

WHEREAS, the Beneficiary has advised the Bank that the Letter of Credit has been mislaid and is lost and cannot be found or produced.

NOW, THEREFORE, the Beneficiary agrees as follows:

1. The Beneficiary hereby represents and warrants to the Bank that:
 - a. It has made or caused to be made a diligent search for the Letter of Credit and has been unable to find or recover the same; and
 - b. It does not know of any person or entity that claims, or may claim, any interest in the Letter of Credit, other than the Beneficiary and the Beneficiary has not sold, assigned, pledged or transferred the Letter of Credit.
2. The Beneficiary acknowledges that the Letter of Credit has not been draw upon by the Beneficiary and is hereby cancelled. The Beneficiary agrees that neither it nor its successors or assigns shall have any rights as beneficiary to draw upon or otherwise claim any interest in the Letter of Credit, all of which are hereby irrevocably terminated and relinquished.
3. The Beneficiary shall, in the event the Letter of Credit is found or otherwise comes into its hands, custody or power, cancel and deliver or cause the same to be cancelled and delivered to the Bank, c/o Wintrust Financial Corporation, 231 S. Lasalle St., 13th Floor, Chicago, IL 60604, without requiring any consideration therefor.
4. Beneficiary shall indemnify and hold harmless the Bank, its successors and assigns, from and against any and all costs, damages, losses, fees, penalties, judgments, taxes or expenses which it may incur by reason of its actions with respect to the misrepresentation of facts submitted in this Affidavit or otherwise resulting from the fact that the Letter of Credit has been lost (including, without limitation, any claimed draws thereon).

[Signature page follows]

IN WITNESS WHEREOF, the Beneficiary has executed this Affidavit as of the date first hereinabove written.

Village of Bradley
as the Beneficiary

By: Michael Watson
Print Name: MICHAEL WATSON
Print Title: Village President

State of IL
County of Kankakee

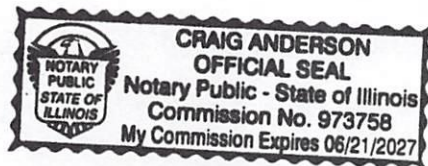
Signed and sworn (or affirmed) to before me on November 17th 2025 (date)

by Craig Anderson (name of person)

as Officer (type of authority e.g., officer, trustee, etc)

of Village of Bradley (name of party on behalf of whom instrument was executed).

(seal)



[Signature]
Signature of notary public

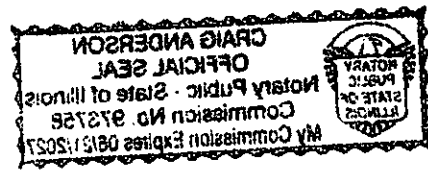


EXHIBIT A

See attached copy of Letter of Credit No. 10001998

WINTRUST
INTERNATIONAL SERVICES

DATE OF ISSUE:
DECEMBER 03, 2024

IRREVOCABLE
LETTER OF CREDIT NUMBER:
10001998

DATE AND PLACE OF EXPIRY:
DECEMBER 31, 2025 SEE BELOW

APPLICANT:
RAR OF ROMEOVILLE LLC
400 E. SUMMIT AVENUE
WALES, WI 53183

BENEFICIARY:
VILLAGE OF BRADLEY
147 S. MICHIGAN AVENUE
BRADLEY, IL 60915
ATTN: COMMUNITY DEVELOPMENT
DIRECTOR

ADVISING BANK:
NONE

AMOUNT: USD61,706.81

WE, LAKE FOREST BANK & TRUST COMPANY, N.A. (THE "BANK"), HEREBY ISSUE TO VILLAGE OF BRADLEY, 147 S. MICHIGAN AVENUE, BRADLEY, ILLINOIS 60915, (THE "VILLAGE"), FOR THE ACCOUNT OF RAR OF ROMEOVILLE LLC (HEREINAFTER REFERRED TO AS "DEVELOPER" AND/OR "APPLICANT"), THIS IRREVOCABLE STANDBY LETTER OF CREDIT IN THE AMOUNT OF SIXTY ONE THOUSAND SEVEN HUNDRED SIX AND 81/100 U.S. DOLLARS, AVAILABLE WITH LAKE FOREST BANK & TRUST COMPANY, N.A., C/O ITS SERVICE PROVIDER, WINTRUST FINANCIAL CORPORATION, ATTN: INTERNATIONAL SERVICES GROUP, 231 S. LASALLE ST., 13TH FLOOR, CHICAGO, IL 60604 AGAINST PRESENTATION OF THE FOLLOWING DOCUMENTS:

1. BENEFICIARY'S SIGNED DRAFT AT SIGHT DRAWN ON LAKE FOREST BANK & TRUST COMPANY, N.A., BEARING THE CLAUSE "DRAWN UNDER LAKE FOREST BANK & TRUST COMPANY, N.A. LETTER OF CREDIT NO. 10001998 DATED DECEMBER 03, 2024."

2. BENEFICIARY'S CERTIFICATE SIGNED BY THE VILLAGE COMMUNITY DEVELOPMENT DIRECTOR OF THE VILLAGE OF BRADLEY CERTIFYING EITHER:

(A) "WE CERTIFY THAT LETTER OF CREDIT NO. 10001998 IS ABOUT TO EXPIRE WITHIN 30 DAYS AND RAR OF ROMEOVILLE LLC HAS FAILED TO PROVIDE US WITH AN EXTENSION OR AN ACCEPTABLE REPLACEMENT IRREVOCABLE LETTER OF CREDIT AND THEIR OBLIGATIONS UNDER THE AGREEMENT REMAIN OUTSTANDING AS OF THE DATE OF THIS DRAWING."

OR

(B) "THE WORK HAS NOT BEEN COMPLETED IN ACCORDANCE WITH THE PLANS, SPECIFICATIONS AND AGREEMENTS (INCLUDING ANY AMENDMENTS THEREOF) FOR THE FOLLOWING PROJECT: NEW CULVER'S RESTAURANT, 2061 IL 50, BOURBONNAIS, IL 60914 ("PROJECT").

AND

3. THE ORIGINAL OF THIS LETTER OF CREDIT AND ALL AMENDMENTS, IF ANY.

WE HEREBY AGREE THAT THIS LETTER OF CREDIT SHALL EXPIRE ON DECEMBER 31, 2025, AS STATED HEREINABOVE; PROVIDED, WE SEND NOTICE TO THE VILLAGE

WINTRUST

INTERNATIONAL SERVICES

COMMUNITY DEVELOPMENT DIRECTOR OF THE VILLAGE OF BRADLEY, BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED OR OVERNIGHT COURIER AT LEAST SIXTY (60) DAYS PRIOR TO SAID CURRENT EXPIRATION DATE, THAT THIS LETTER OF CREDIT IS ABOUT TO EXPIRE. IN NO EVENT SHALL THIS LETTER OF CREDIT OR THE OBLIGATIONS CONTAINED HEREIN EXPIRE WITHOUT SUCH PRIOR WRITTEN NOTICE, IT BEING EXPRESSLY AGREED THAT THE ABOVE EXPIRATION DATE SHALL BE EXTENDED AS REQUIRED TO COMPLY WITH THIS NOTICE PROVISION.

WE FURTHER AGREE THAT THIS IRREVOCABLE LETTER OF CREDIT SHALL REMAIN IN FULL FORCE AND EFFECT UP TO ITS EXPIRY DATE AND PERTAIN TO ANY AND ALL AMENDMENTS OR MODIFICATIONS WHICH MAY BE MADE FROM TIME TO TIME TO THE PLANS, SPECIFICATIONS, AND AGREEMENTS FOR THE PROJECT, WITHOUT NOTICE FROM SAID VILLAGE OF SUCH AMENDMENTS OR MODIFICATIONS.

WE ARE INFORMED THAT SUCH IMPROVEMENTS MUST BE INSTALLED IN ACCORDANCE WITH THE ORDINANCES OF THE VILLAGE OF BRADLEY, APPROVED FINAL ENGINEERING AND LANDSCAPE PLANS, AND ALL APPLICABLE APPROVED PLANS, AND MUST FURTHER BE APPROVED BY THE VILLAGE ENGINEER, VILLAGE COMMUNITY DEVELOPMENT DEPARTMENT, AND THE BOARD OF TRUSTEES OF THE VILLAGE OF BRADLEY.

THE BANK, TO THE FULL EXTENT PERMITTED BY LAW, HEREBY KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY SUBMITS TO JURISDICTION AND VENUE IN KANKAKEE COUNTY, ILLINOIS, OVER SUIT, ACTION, OR PROCEEDING BY THE VILLAGE OF BRADLEY RELATING TO THIS IRREVOCABLE LETTER OF CREDIT. FURTHER, THIS IRREVOCABLE LETTER OF CREDIT IS EXECUTED IN THE STATE OF ILLINOIS AND SHALL BE CONSTRUED UNDER THE LAWS THEREOF. THE CIRCUIT COURT FOR THE TWENTY-FIRST JUDICIAL CIRCUIT, KANKAKEE COUNTY, ILLINOIS, SHALL HAVE EXCLUSIVE JURISDICTION OVER ANY SUIT, ACTION, OR OTHER PROCEEDING WHATSOEVER REGARDING THIS IRREVOCABLE LETTER OF CREDIT.

WE HEREBY ENGAGE WITH YOU THAT ALL DRAFT(S) DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS LETTER OF CREDIT WILL BE DULY HONORED WITHIN FIVE (5) BUSINESS DAYS FROM RECEIPT, IF PRESENTED TO LAKE FOREST BANK & TRUST COMPANY, N.A., C/O OUR SERVICE PROVIDER, WINTRUST FINANCIAL CORPORATION, ATTN: INTERNATIONAL SERVICES GROUP, 231 S. LASALLE ST., 13TH FLOOR, CHICAGO, IL 60604 BY 4:00 P.M. CENTRAL TIME ON OR BEFORE THE THEN CURRENT EXPIRY DATE.

IF, WITHIN FIVE (5) BUSINESS DAYS OF THE DATE ANY DEMAND (MADE IN CONFORMITY WITH THIS IRREVOCABLE LETTER OF CREDIT) IS PRESENTED, WE FAIL TO HONOR SAME, WE AGREE TO PAY ALL REASONABLE ATTORNEY FEES, COURT COSTS, AND ANY OTHER EXPENSES INCURRED BY THE VILLAGE OF BRADLEY IN ENFORCING ANY OF THE TERMS OF THIS LETTER OF CREDIT.

AS USED HEREIN, "BUSINESS DAY" MEANS ANY DAY ON WHICH THE OFFICE WHERE PRESENTATION TO US IS TO BE MADE IS OPEN FOR BUSINESS.

THIS IRREVOCABLE LETTER OF CREDIT IS ISSUED SUBJECT TO THE PROVISIONS OF ILLINOIS LAW AND THE FOLLOWING RULES OF THE INTERNATIONAL STANDBY PRACTICES 1998, INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 590 ("ISP 98"): 3.08, 3.09, 3.13, 3.14, 4.01, 4.02, 4.03, 4.12, 5.01, 5.02, 5.03, 5.04, 5.09, 7.01, AND 9.01. TO THE EXTENT ILLINOIS LAW OR THE ISP 98 RULES LISTED HEREIN CONFLICT WITH THE PROVISIONS OF THIS LETTER OF CREDIT, THE PROVISIONS OF THIS LETTER OF CREDIT SHALL CONTROL. TO THE EXTENT THE ISP 98 RULES LISTED HEREIN CONFLICT WITH THE PROVISIONS OF ILLINOIS LAW, THE PROVISIONS OF THE ISP 98 RULES SHALL CONTROL.

WINTRUST
INTERNATIONAL SERVICES


THIS LETTER OF CREDIT SETS FORTH IN FULL THE TERMS OF OUR UNDERTAKING, AND SUCH UNDERTAKING SHALL NOT IN ANY WAY BE MODIFIED, AMPLIFIED OR LIMITED BY REFERENCE TO ANY DOCUMENT, INSTRUMENT OR AGREEMENT REFERRED TO IN THIS STANDBY LETTER OF CREDIT, EXCEPT ONLY ISP98 REFERRED TO HEREIN, AND ANY SUCH REFERENCE SHALL NOT BE DEEMED TO INCORPORATE HEREIN ANY SUCH DOCUMENT, INSTRUMENT OR AGREEMENT.

PLEASE ADDRESS ALL CORRESPONDENCE REGARDING THIS LETTER OF CREDIT TO LAKE FOREST BANK & TRUST COMPANY, N.A., C/O ITS SERVICE PROVIDER, WINTRUST FINANCIAL CORPORATION, ATTN: INTERNATIONAL SERVICES GROUP, 231 S. LASALLE ST., 13TH FLOOR, CHICAGO, IL 60604 REFERENCING THE LETTER OF CREDIT NUMBER MENTIONED ABOVE. FOR TELEPHONE ASSISTANCE, PLEASE CONTACT THE STANDBY UNIT AT 1-312-981-0767 OR BY EMAIL TO OUR INTERNATIONAL SERVICES GROUP AT INTERNATIONALSERVICES@WINTRUST.COM.

LAKE FOREST BANK & TRUST COMPANY, N.A.



AUTHORIZED SIGNATURE



AUTHORIZED SIGNATURE