

MEETING NOTICE FOR OCTOBER 7, 2015 @ 10 A.M. CT
TO DISCUSS BOND RESTRUCTURING

\$63,915,000

Lombard Public Facilities Corporation
Conference Center and Hotel First Tier Revenue Bonds, Series 2005A-1
CUSIP#: 541589AC1
CUSIP#: 541589AZ0

\$53,995,000

Lombard Public Facilities Corporation
Conference Center and Hotel First Tier Revenue Bonds Series, 2005A-2
CUSIP#: 541589BA4
CUSIP#: 541589BB2
CUSIP#: 541589BC0
CUSIP#: 541589BD8
CUSIP#: 541589BH9
CUSIP#: 541589BN6
CUSIP#: 541589BT3
CUSIP#: 541589BZ9

\$43,340,000

Lombard Public Facilities Corporation
Conference Center and Hotel Second Tier Revenue Bonds, Series 2005B
CUSIP #541589CD7
CUSIP #541589CF2
CUSIP #541589CH8
CUSIP #541589CN5
CUSIP #541589CT2
CUSIP #541589CZ8

Under that certain Indenture of Trust (the "Indenture") made and entered into as of August 1, 2005, by and between the Lombard Public Facilities Corporation (the "LPFC") and Amalgamated Bank of Chicago (the "Trustee"), as amended by that certain First Supplemental Trust Indenture, dated as of April 1, 2006, LPFC issued the First Tier Revenue Bonds Series 2005A-1 (the "Series 2005A-1 Bonds") and the First Tier Revenue Bonds Series 2005A-2 (the "Series 2005A-2 Bonds," collectively with the Series 2005A-1 Bonds, the "First Tier Bonds") and several other bond series, including the Second Tier Revenue Bonds, Series 2005B (the "Second Tier Bonds"), and the Third Tier Revenue Bonds, Series 2005C-1, 2005C-3, Series 2006C-2, and Series 2006C-3 (collectively, the "Third Tier Bonds" and together with the First Tier Bonds and the Second Tier Bonds, the "Bonds"). Capitalized terms not otherwise defined herein shall be as defined in the Indenture.

Based upon prior notices, holders of the First Tier Bonds and Second Tier Bonds should be aware that Events of Default currently exist under the Indenture. As holders should also be aware, ACA Financial Guaranty Corporation ("ACA") issued a bond insurance policy and a debt service reserve fund surety in connection with the original issuance of the Series 2005A-2 Bonds

(collectively, the "Bond Policy"). In consideration for its issuance of the Bond Policy, ACA is the Controlling Party with respect to the Bonds and is entitled to direct the Trustee with respect to remedies and other matters following an Event of Default.

ACA has been in discussions with the LPFC, the Village of Lombard, DuPage County, Illinois, and certain other parties in interest over the past several months regarding a possible restructuring of the Bonds and certain other contractual arrangements on a consensual basis (the "Restructuring"). ACA and the LPFC have reached agreement as to the terms of the proposed Restructuring. ACA would like to present this proposed Restructuring to the holders of the First Tier Bonds and Second Tier Bonds.

ACA has asked the Trustee to transmit this notice to you inviting you to a meeting in Chicago, Illinois on October 7, 2015 at 10:00 am. CT to discuss (a) the proposed Restructuring, and (b) the willingness of the holders of the First Tier Bonds and Second Tier Bonds to support the Restructuring. For those attending the meeting in person, the meeting location details will be provided to you. If you are not able to attend the meeting in person but wish to participate telephonically, a dial in number will be provided to you.

At the meeting, ACA's representatives and the Trustee's financial advisor, FTI Consulting, will present a detailed confidential presentation about the property, status of operations, projected future operations and the proposed Restructuring, including how the Restructuring will be implemented. To attend the meeting (in person or telephonically), you are required to sign and return the attached confidentiality agreement prior to October 7, 2015.

If you plan to attend this meeting, please (a) provide your contact information, (b) transmit the signed confidentiality agreement and (c) indicate whether you will participate in the meeting telephonically or in person to ACA, c/o Epiq Systems, as follows:

ACA Financial Guaranty Corp.
c/o Epiq Systems
Epiq Telephone: (646) 282-2500 (please ask for Solicitation Group)
Epiq Email: tabulation@epiqsystems.com (please reference "ACA" in the subject line)

If you are participating telephonically, dial in instructions will be provided prior to the meeting. In addition, any questions regarding this Notice, the confidentiality agreement or the meeting generally may be directed to the above email address and phone number.

AMALGAMATED BANK OF CHICAGO,
as Trustee

Dated: September 14, 2015

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (this "Agreement") is entered into as of _____, 2015, by and among: (i) ACA Financial Guaranty Corporation, the bond insurer (the "Bond Insurer") for the Series A-2 Bonds (as defined below) and (ii) the (A) undersigned bondholder (the "Bondholder"), and (B) Representatives (as defined below) of the Bondholder. Capitalized terms used herein but not otherwise defined shall have those meanings set forth in that certain Indenture of Trust (the "Indenture") made and entered into as of August 1, 2005, by and between the Lombard Public Facilities Corporation ("LPFC") and Amalgamated Bank of Chicago, as trustee (the "Trustee"), as amended by that certain First Supplemental Trust Indenture, dated as of April 1, 2006, pertaining to the First Tier Revenue Bonds Series 2005A-1 (the "Series A-1 Bonds"), the First Tier Revenue Bonds Series 2005A-2 (the "Series A-2 Bonds," and together with the Series A-1 Bonds, the "Series A Bonds"), the Second Tier Revenue Bonds, Series 2005B (the "Series B Bonds") and the Third Tier Revenue Bonds, Series 2005C-1, 2005C-3, Series 2006C-2, and Series 2006C-3 (the "Series C Bonds," together with the Series A Bonds and the Series B Bonds, the "Bonds").

By execution of the joinder attached hereto as Exhibit "A," the Lombard Public Facilities Corporation shall be deemed a party to this Agreement.

RECITALS

WHEREAS, the Lombard Public Facilities Corporation ("LPFC") is a not-for-profit corporation organized and existing under the laws of the State of Illinois and the issuer of the Bonds;

WHEREAS, Events of Default currently exist under the Indenture;

WHEREAS, the Bond Insurer issued a bond insurance policy and a debt service reserve fund surety in connection with the original issuance of the Series A-2 Bonds (collectively, the "Bond Policy");

WHEREAS, in consideration for its issuance of the Bond Policy, ACA is the Controlling Party with respect to the Bonds and is entitled to direct the Trustee with respect to remedies and other matters following an Event of Default;

WHEREAS, the Bond Insurer has been in discussions with LPFC, the Village of Lombard, DuPage County, Illinois, and certain other parties in interest over the past several months regarding a possible restructuring of the Bonds and certain other contractual arrangements on a consensual basis;

WHEREAS, the Bond Insurer and LPFC have reached agreement as to the terms of a proposed restructuring of the Bonds and certain other contractual arrangements on a consensual basis (the "Restructuring");

WHEREAS, the undersigned Bondholder is an individual holder of or manager of entities that hold beneficial interests in the Bonds in the amounts set forth on Exhibit "B" as of the date hereof;

WHEREAS, the Bond Insurer has requested that the Bondholder enter into Discussions (as defined below) regarding the Bonds and the Restructuring and, in furtherance thereof, review and discuss certain material, non-public information pertaining to LPFC's business plans, finances, and other information defined as "Confidential Information" in Paragraph 1 of this Agreement, in each case, subject to the terms hereof;

WHEREAS, the Bond Insurer desires to provide the Confidential Information to the Bondholder; and

WHEREAS, the parties hereto wish to assure confidentiality of the Confidential Information in accordance with the terms of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the parties agree as follows:

1. As used in this Agreement, the following terms have the following meanings:
 - (a) "Confidential Information" means all information provided by the Bond Insurer or its Representatives to the Bondholder and/or its Representatives, in any form whatsoever whether written or oral, during, or in connection with, any Discussions, including any non-public financial information (including presentations, term sheets or other materials with regard to any public or non-public financial information), and any other documents or information; provided, however, that, under no circumstances, shall "Confidential Information" include any information that:
 - (i) is or becomes generally available to the public, other than as a result of wrongful disclosure or actions by the Bondholder and/or its Representatives;
 - (ii) is disclosed to the Bondholder from a source (other than the Bond Insurer or its Representatives or parties acting on their behalf) which, to the Bondholder's knowledge after due inquiry, is not prohibited from disclosing such information to the Bondholder by a contractual, legal or fiduciary obligation to either the Bond Insurer or its respective Representatives; or
 - (iii) was in the Bondholder's (or its Representative's) possession prior to the date of this Agreement and received from a source which, to the Bondholder's knowledge after due inquiry, was not prohibited from disclosing such information to the Bondholder by a contractual, legal or fiduciary obligation to either the Bond Insurer or its Representatives.

- (b) "Discussions" means any meetings, calls or other exchanges of information among the Bond Insurer and/or the Bondholder (which may include participation of their Representatives or the participation of the LPFC and their Representatives) with respect to the Bonds and the Restructuring.
- (c) "Representatives" means, with respect to any person or entity, the directors, officers, partners, trustees, employees, agents, representatives, consultants, accountants, financial advisors, experts, persons or entities affiliated with any such person or entity, legal counsel and other professional advisors to such person or entity.

2. Except as otherwise expressly provided herein, the Bondholder and its Representatives will keep the Confidential Information confidential. The Bondholder shall be responsible for ensuring compliance by its Representatives (including employees) and auditors with this Agreement and shall be fully liable to the Bond Insurer and LPFC for any breach of this Agreement by any of its Representatives (including employees) or auditors. The Confidential Information will be used by the Bondholder or its Representatives solely in connection with the Bondholder's consideration of the Restructuring, and not be used, directly or indirectly, for any other purpose, including without limitation for any litigation or threat thereof (unless such information is subsequently obtained through legal process), or for the purpose of purchasing, selling or entering into any other transaction involving any Bonds in violation of applicable law while in possession of Confidential Information until such time as it has been disclosed in accordance with applicable law or as otherwise authorized under this Agreement.

3. The Bondholder (or its Representative) may disclose the Confidential Information it has received:

- (a) to such of its Representatives (i) who need the Confidential Information for the purpose of the Discussions and in connection with any proposed transaction or restructuring under discussion among the Bondholder and the Bond Insurer, and (ii) who has an obligation of confidentiality in respect of such Confidential Information consistent with this Agreement, provided if there is no such obligation of confidentiality, then such Representative, prior to the receipt of any Confidential Information, has entered into a confidentiality agreement, in a form substantially the same as this Agreement with the Bond Insurer;
- (b) to other holders of the Bonds engaged in the evaluation of a possible transaction or other restructuring; provided each such other holder has, prior to the receipt of any Confidential Information entered into a confidentiality agreement, in a form substantially the same as this Agreement with the Bond Insurer;
- (c) if permitted by the provisions of paragraph 6 hereof and then only in accordance therewith;

- (d) to the Bondholder's auditors to the extent required by applicable law, rule, or regulation; or
- (e) with the Bond Insurer's prior written consent, given or withheld in their sole discretion.

4. Nothing in this Agreement shall limit or preclude the Bondholder from taking any action to obtain any information from LPFC, the Bond Insurer, the Trustee or any other party through any lawful means, including, without limitation, in, through or in connection with any legal proceeding, by subpoena, discovery request, or otherwise, and any such information obtained by the Bondholder pursuant to action taken under this paragraph shall not be "Confidential Information" for purposes of this Agreement.

5. On December 7, 2015, or such later date as agreed to in writing by the Bondholder and the Bond Insurer (the "**Disclosure Date**"), the Bond Insurer shall:

- (a) transmit to the Bondholder a summary of the Confidential Information which, for the avoidance of doubt and without limitation, shall include all of the Confidential Information that the Bond Insurer reasonably believes is material non-public information as of the date of such filing, and
- (b) shall otherwise make such summary publicly available; it being hereby acknowledged and agreed that the public disclosure required by this paragraph is intended to ensure that the Bondholder shall not, from and after the Disclosure Date, possess any Confidential Information or any material non-public information on or after the Disclosure Date. No later than 7:00 p.m. prevailing Eastern Time on the Disclosure Date, the Bond Insurer shall notify the Bondholder, in writing, that as of such date they have made publicly available a summary of the material non-public information included in the Confidential Information.

6. Notwithstanding anything herein to the contrary, on or after 10:00 p.m. prevailing Eastern Time on the Supplemental Disclosure Date (defined below) and after complying with the conditions set forth below, the Bondholder (or its Representative) may publicly disclose a supplemental summary of any of the Confidential Information to the extent they deem any material non-public information was not included in the disclosures filed by the Bond Insurer on the Disclosure Date, and which supplemental summary will encompass all of the material non-public information that the Bondholder (or its Representative) determines was not disclosed on the Disclosure Date (the "**Bondholder Disclosure Right**"); provided, however, prior to exercising its Bondholder Disclosure Right, the Bondholder shall provide the Bond Insurer, with a copy to the Trustee, with written notice of their alleged breach or failure to comply with its disclosure obligations pursuant to paragraph 5 hereof, which notice shall (i) include a description of the disclosure that the Bondholder intends to make, and (ii) provide the Bond Insurer, with a copy to the Trustee, with at least three (3) business days to cure such breach or failure (the first date following such three business day cure period, the "**Supplemental Disclosure Date**"). If the Bond Insurer has not cured such breach of failure to the satisfaction of the Bondholder on or

before the Supplemental Disclosure Date, then the Bondholder may exercise its Bondholder Disclosure Right in accordance with this section 6.

7. Upon the Bondholder's reasonable request, the Bond Insurer will promptly advise the Bondholder whether or not they believe that any particular information remains Confidential Information as of the date of such request.

8. In the event that the Bondholder (or its Representative) is required, by interrogatories, subpoena, civil investigative demand, demand or customary request from a regulatory body, or similar legal process or applicable law or regulation, to disclose any Confidential Information provided to them under this Agreement, it is agreed that the Bondholder (or its Representative), if so entitled given the nature of the legal process, demand, or request at issue, will provide the Bond Insurer, with a copy to the Trustee, with prompt notice of such event so that one or more of them may seek a protective order or other appropriate remedy or, with the consent of all of the parties hereto, waive compliance with the applicable provisions of this Agreement. In the event that the Bond Insurer seeks such protective order or other remedy, the Bondholder shall cooperate with such party seeking the protective order or other remedy, provided the terms of the relief sought by the applying party will not narrow the scope of this Agreement. In the event such protective order or other remedy is not obtained and disclosure of Confidential Information is required under law, or the Bond Insurer grants a waiver hereunder, the Bondholder (or its Representative), as the case may be: (a) may, without liability hereunder, furnish that portion (and only that portion) of the Confidential Information that the Bondholder (or its Representative) is legally required to disclose, and (b) will exercise its commercially reasonable efforts to have confidential treatment accorded to the Confidential Information so furnished. Nothing herein shall be construed as requiring the Bondholder to challenge or appeal any order directing production of Confidential Information covered by this Agreement, or to subject itself to any penalties for non-compliance with any legal process or order.

9. Any discussion of public information or information that is not Confidential Information shall not be deemed to be material non-public information, and the Bondholder and the Bond Insurer agree that it shall not assert that any such discussion is material non-public information.

10. The parties hereto agree that they waive and shall not assert any claim that the Bondholder is or should be deemed to be, an "insider" under the securities laws or otherwise or to undertake any fiduciary duty, to any person or entity solely by being a party to this Agreement, by virtue of having received Confidential Information hereunder, or by engaging in the Discussions, or any other party in accordance herewith. Nothing in this paragraph shall be deemed to limit the obligations of the Bondholder under the express provisions of this Agreement. Nothing in this Agreement is intended to, nor shall it, waive or impair in any way whatsoever, any existing claims or defenses that any parties have and all parties hereto agree that this Agreement shall not be admissible in any proceeding relating to existing claims or defenses.

11. No person or entity shall be a third party beneficiary of any rights of any party under this Agreement. This Agreement is binding on all parties, including their respective successors and assigns.

12. The parties hereto agree that money damages may not be a sufficient remedy for any breach of this Agreement by the parties hereto and that the parties hereto may be irreparably harmed in the event of such a breach. Accordingly, the parties hereto shall, in addition and without prejudice to any other remedies or money damages to which they may be entitled, be entitled to seek specific performance and injunctive or other equitable relief as a remedy for any such breach.

13. It is understood and agreed that no failure or delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

14. This Agreement may only be waived or modified by an agreement in writing signed on behalf of the parties hereto.

15. THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS WITHOUT REGARD TO ANY PRINCIPLES OF CHOICE OF LAW THEREOF WHICH WOULD REQUIRE THE APPLICATION OF THE LAW OF ANY OTHER JURISDICTION.

16. Except as otherwise provided herein, all notices and other communications required under this Agreement shall be in writing and shall become effective when delivered by electronic mail, facsimile (confirmed by mail), overnight courier service, registered or certified mail, postage prepaid, addressed as set forth on the signature page hereof or to such other addresses as may be hereafter designated in writing by such party to the other parties or by hand delivery to such party at its address as set forth on the signature page hereof.

17. This Agreement will terminate on the Disclosure Date.

18. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which taken together shall constitute one agreement, and any counterpart may be executed and transmitted by facsimile or electronic copy and shall be binding on the parties hereto.

19. To evidence their agreement to the above, this Agreement has been executed by the Bond Insurer and the Bondholder, as indicated below.

20. For purposes of any notices to be provided to the Trustee hereunder, all such notices shall be sent to:

Amalgamated Bank of Chicago
30 N. LaSalle Street
38th Floor
Chicago, IL 60602

By signing below, the signatory represents that he or she has the authority to sign this Agreement on behalf of the party indicated below and bind it to the terms of this Agreement.

BONDHOLDER:

| _____ |

By: _____
Name (Print): _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
Email: _____

BOND INSURER:

ACA Financial Guaranty Corp.

By: _____
Name (Print): _____
Title: _____
Address: 600 Fifth Avenue, 2nd Floor
New York, NY 10020
Telephone: 212-375-2000
Facsimile: 212-375-2100
Email: _____

EXHIBIT A

LPFC JOINDER

By signing in the space below, the Lombard Public Facilities Corporation will be bound to the terms of that certain Confidentiality Agreement dated _____, 2015 by and between (i) ACA Financial Guaranty Corporation, the bond insurer for the Series A-2 Bonds and (ii) _____, one of the holders of Bonds, a copy of which is attached hereto (the "**Agreement**"). Any capitalized terms used herein but not otherwise defined shall have those meanings set forth in the Agreement.

Lombard Public Facilities Corporation

By: _____

Name (Print): _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

Email: _____

EXHIBIT B
BOND HOLDINGS

Series A-1 Bond Holdings: _____

Series A-2 Bond Holdings: _____

Series B Bond Holdings: _____

Series C Bond Holdings: _____