

STATE OF ILLINOIS )  
 ) SS.  
COUNTIES OF DUPAGE AND WILL )

**SECRETARY'S CERTIFICATE**

I, Laurie K. Kagann, Secretary of the Lisle-Woodridge Fire Protection District, DuPage and Will Counties, Illinois, do hereby certify that the attached hereto is a true and correct copy of that certain Ordinance now on file in my office entitled:


**ORDINANCE NO. 09-07**

**AN ORDINANCE PROVIDING FOR THE ISSUANCE OF  
\$600,000 FIRE PROTECTION NOTES, SERIES 2009  
OF THE LISLE-WOODRIDGE FIRE PROTECTION DISTRICT,  
DUPAGE AND WILL COUNTIES, ILLINOIS**

Which said Ordinance was duly adopted by said Board of Trustees at a meeting held on the 27th day of October 2009.

I do further certify that a quorum of said Board of Trustees was present at said meeting, and that all requirements of the Illinois Open Meetings Act were complied with.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of the Lisle-Woodridge Fire Protection District this 27th day of October, 2009.

  
\_\_\_\_\_  
SECRETARY, BOARD OF TRUSTEES  
LISLE-WOODRIDGE FIRE PROTECTION DISTRICT

(CORPORATE SEAL)

**ORDINANCE NO. 09-07**

AN ORDINANCE providing for the issuance of \$600,000 Fire Protection Notes, Series 2009, of the Lisle-Woodridge Fire Protection District, DuPage and Will Counties, Illinois.

WHEREAS it is deemed advisable and necessary for the best interests of the residents of the Lisle-Woodridge Fire Protection District, DuPage and Will Counties, Illinois (the "*District*"), in order to provide adequate protection from fire for lives and property in the District, to acquire equipment used or useful or incidental thereto a Fire Alarm Radio Network (the "*Network*"); and

WHEREAS pursuant to the provisions of Section 6 of the Fire Protection District Act of the State of Illinois, as amended (the "*Act*"), the District has the express power to issue a note or notes and to apply the proceeds of said note or notes to pay the cost of acquisition of personal property and real estate to be used for the purposes of the District; and

WHEREAS the estimated cost to the District of the Project is \$600,000 plus any estimated available amount of interest earnings on said sum prior to its expenditure; and

WHEREAS there are insufficient funds on hand to pay the total cost of the Network, and it is deemed advisable, necessary and in the best interests of the District and the residents thereof that the District borrow the sum of \$600,000 and issue a series of notes in the principal amount of \$600,000 in evidence thereof pursuant to the Act and the Reform Act for the purpose of paying the costs of the Network; and

NOW, THEREFORE, Be It Ordained by the Board of Trustees of the Lisle-Woodridge Fire Protection District, DuPage and Will Counties, Illinois, 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:

*“Act”* means the Fire Protection District Act of the State of Illinois, as amended, and as supplemented by the Reform Act.

*“Board”* means the Board of Trustees of the District.

*“Code”* means the Internal Revenue Code of 1986, as amended.

*“District”* means the Lisle-Woodridge Fire Protection District, DuPage and Will Counties, Illinois.

*“Note Register”* means the books of the District kept by the Note Registrar to evidence the registration and transfer of the Notes.

*“Note Registrar”* means the Treasurer of the Lisle-Woodridge Fire Protection District, Lisle, Illinois, or a successor thereto or a successor designated as Note Registrar hereunder.

*“Notes”* means one or more, as applicable, of the Fire Protection Notes, Series 2009, authorized to be issued by this Ordinance in the principal amount of \$600,000.

*“Ordinance”* means this Ordinance, numbered as set forth on the title page hereof, and passed by the Board on the 27<sup>th</sup> day of October, 2009.

*“Paying Agent”* means the Treasurer of the Lisle-Woodridge Fire Protection District, Lisle, Illinois, or a successor thereto or a successor designated as Note Registrar hereunder.

*“Network”* means the capital expenditures as described and defined as such in the preambles to this Ordinance.

*“Reform Act”* means the Local Government Debt Reform Act of the State of Illinois, as amended.

*“Tax-exempt”* means, with respect to the Notes, the status of interest paid and received thereon as not includible in the gross income of the owners thereof under the Code for federal income tax purposes except to the extent that such interest will be taken into account in

computing an adjustment used in determining the alternative minimum tax for certain corporations.

*Section 2. Incorporation of Preambles.* The Board hereby finds that all of the recitals contained in the preambles to this Ordinance are true, correct and complete and does incorporate them into this Ordinance by this reference.

*Section 3. Determination to Issue the Notes.* It is necessary and in the best interests of the District to acquire the Network to pay all related costs and expenses incidental thereto, and to borrow money and issue the Notes for such purposes.

*Section 4. Note Details.* For the purpose of providing for the costs of the Network, there shall be issued and sold the Notes in the principal amount of \$600,000. The Notes shall each be designated "*Fire Protection Note, Series 2009*"; be dated November 17, 2009 (the "*Dated Date*"); and shall also bear the date of authentication thereof. The Notes shall be in fully registered form, shall be in denominations of \$1,000 or integral multiples thereof (but no single Note shall represent principal maturing on more than one date), shall be numbered consecutively in such fashion as shall be determined by the Note Registrar, and shall become due and payable serially on January 1 and July 1 of the years and in the amounts and bearing interest at the rates percent per annum as shown in Exhibit 1:

Each Note 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 Note 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 January 1 and July 1 of each year, commencing on July 1, 2010. Interest on each Note 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 Note is registered at the close of business on the

applicable Record Date (the "*Record Date*"), and mailed to the registered owner of the Note as shown in the Note Register or at such other address furnished in writing by such Registered Owner. The Record Date shall be the 1st day of the month next preceding any regular or other interest payment date occurring on the first day of any month and 15 days preceding any interest payment date occasioned by the redemption of Notes on other than the first day of a month. The principal of or redemption price due on the Notes shall be payable in lawful money of the United States of America upon presentation thereof at the principal corporate trust office of the Paying Agent or at a successor Paying Agent and locality.

*Section 5. Execution; Authentication.* The Notes shall be executed on behalf of the District by the manual or facsimile signatures of the President, Secretary and Treasurer of the Board, as they may determine, and shall have impressed or imprinted thereon the corporate seal or facsimile thereof of the District. In case any such officer whose signature shall appear on any Note shall cease to be such officer before the delivery of such Note, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. All Notes shall have thereon a certificate of authentication, substantially in the form hereinafter set forth, duly executed by the Note Registrar as authenticating agent of the District and showing the date of authentication. No Note 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 Note Registrar by manual signature, and such certificate of authentication upon any such Note shall be conclusive evidence that such Note has been authenticated and delivered under this Ordinance. The certificate of authentication on any Note shall be deemed to have been executed by it if signed by an authorized signer of the Note Registrar, but it shall not be necessary that the same signer sign the certificate of authentication on all of the Notes issued hereunder.

*Section 6. Registration and Exchange or Transfer of Notes; Persons Treated as Owners.* (a) *General.* The District shall cause books (the "Note Register") for the registration and for the transfer of the Notes as provided in this Ordinance to be kept at the principal corporate trust office of the Note Registrar, which is hereby constituted and appointed the registrar of the District for the Notes. The District is authorized to prepare, and the Note Registrar or such other agent as the District may designate shall keep custody of, multiple Note blanks executed by the District for use in the transfer and exchange of Notes.

Any Note 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 Note at the principal corporate trust office of the Note Registrar, duly endorsed by or accompanied by a written instrument or instruments of transfer or exchange in form satisfactory to the Note Registrar and duly executed by the registered owner or an attorney for such owner duly authorized in writing, the District shall execute and the Note 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 Note or Notes of like tenor, of the same maturity, bearing the same interest rate, of authorized denominations, for a like aggregate principal amount.

The Note Registrar shall not be required to transfer or exchange any Note during the period from the close of business on the Record Date for an interest payment date to the opening of business on such interest payment date or during the period of 15 days preceding the giving of notice of redemption of Notes or to transfer or exchange any Note all or a portion of which has been called for redemption.

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

The person in whose name any Note 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 Note 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 Note to the extent of the sum or sums so paid.

No service charge shall be made for any transfer or exchange of Notes, but the District or the Note 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 Notes.

(b) *Global Book-Entry System.* The Notes shall be initially issued in the form of a separate single fully registered Note for each of the maturities of the Notes determined as described in Section 4 hereof. The President, Secretary and Treasurer of the Board and the Note Registrar are each authorized to execute and deliver, on behalf of the District, such letters to or agreements with DTC as shall be necessary to effectuate such book-entry system (any such letter or agreement being referred to herein as the "*Representation Letter*"), which Representation Letter may provide for the payment of principal of or interest on the Notes by wire transfer.

*Section 7. Form of Notes.* The Notes shall be in substantially the form hereinafter set forth; *provided, however*, that if the text of the Notes is to be printed in its entirety on the front side of the Notes, 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.



[FORM OF NOTE - FRONT SIDE]

REGISTERED  
No. \_\_\_\_\_

REGISTERED  
\$ \_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF ILLINOIS  
THE COUNTIES OF DUPAGE AND WILL  
LISLE-WOODRIDGE FIRE PROTECTION DISTRICT  
FIRE PROTECTION NOTE, SERIES 2009

See Reverse Side for  
Additional Provisions.

Interest Rate: \_\_\_\_\_ Maturity Date: \_\_\_\_\_ Dated Date: November 17, 2009 CUSIP \_\_\_\_\_

Registered Owner:

Principal Amount: \_\_\_\_\_ Dollars

KNOW ALL PERSONS BY THESE PRESENTS that the Lisle-Woodridge Fire Protection District, DuPage and Will Counties, Illinois, a municipal corporation duly organized and validly existing under the laws of the State of Illinois (the "*District*"), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above (subject to right of prior redemption as hereinafter stated), the Principal Amount identified above and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on such Principal Amount from the later of the Dated Date of this Note identified above or from the most recent interest payment date to which interest has been paid or duly provided for, at the Interest Rate per annum identified above, such interest to be payable on January 1 and July 1 of each year, commencing July 1, 2010, until said Principal Amount is paid or duly provided for. The principal of or redemption price on this Note is payable in lawful money of the United States of America upon presentation thereof at the principal corporate trust office of the paying agent and note registrar (the "*Note Registrar*"). Payment of interest shall be made to the Registered Owner hereof as shown on the registration books of the District maintained by the Note 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 regular or other interest payment date occurring on the first day of any month and 15 days preceding any interest payment date occasioned by the redemption of Notes on other than the first day of a month. Interest shall be paid by check or draft of the Note 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 Note Registrar, or as otherwise agreed by the District.

Reference is hereby made to the further provisions of this Note 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.

THERE IS NO STATUTORY AUTHORITY FOR THE LEVY OF A SEPARATE TAX IN ADDITION TO OTHER TAXES OF THE DISTRICT OR THE LEVY OF A SPECIAL TAX UNLIMITED AS TO RATE OR AMOUNT TO PAY PRINCIPAL OF OR INTEREST ON THE NOTES.

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 Note, including the authorizing Act, 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 District, represented by the Notes, and including all other indebtedness of the District, howsoever evidenced or incurred, does not exceed any constitutional or statutory or other lawful limitation; and that the District agrees and covenants to make provision for the payment of the interest hereon and also to pay and discharge the principal hereof as the same falls due in the annual appropriation ordinances to be duly adopted by the Board of Trustees of the District, and published, all in the manner, form and time as provided by law.

THE DISTRICT HAS DESIGNATED THIS NOTE AS A "QUALIFIED TAX-EXEMPT OBLIGATION" PURSUANT TO SECTION 265(b)(3) OF THE INTERNAL REVENUE CODE OF 1986.

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

IN WITNESS WHEREOF the Lisle-Woodridge Fire Protection District, DuPage and Will Counties, Illinois, by its Board of Trustees, has caused this Note to be executed by the manual or duly authorized facsimile signature of its President, Secretary and Treasurer 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.

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President, Board of Trustees  
Lisle-Woodridge Fire Protection  
District  
DuPage and Will Counties, Illinois

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Secretary, Board of Trustees  
Lisle-Woodridge Fire Protection  
District  
DuPage and Will Counties, Illinois

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Treasurer, Board of Trustees  
Lisle-Woodridge Fire Protection  
District  
DuPage and Will Counties, Illinois

[SEAL]

[FORM OF NOTE - REVERSE SIDE]

This note is one of a series of notes (the "*Notes*") in the aggregate principal amount of \$600,000 issued by the District for the purpose of paying the costs of the Network and of paying expenses incidental thereto, all as described and defined in the ordinance authorizing the Notes (the "*Ordinance*"), pursuant to and in all respects in compliance with the applicable provisions of the Fire Protection District Act of the State of Illinois, as amended, and as further supplemented by the Local Government Debt Reform Act of the State of Illinois, as amended (the "*Act*"), and with the Ordinance, which has been duly passed by the Board of Trustees of the District, in all respects as by law required.

This Note may be transferred or exchanged, but only in the manner, subject to the limitations, and upon payment of the charges as set forth in the Ordinance. Upon surrender for transfer or exchange of this Note at the principal corporate trust office of the Note Registrar duly endorsed by or accompanied by a written instrument or instruments of transfer or exchange in form satisfactory to the Note Registrar and duly executed by the Registered Owner or an attorney for such owner duly authorized in writing, the District shall execute and the Note 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 Note or Notes of like tenor, of the same maturity, bearing the same interest rate, of authorized denominations, for a like aggregate principal amount.

The Note Registrar shall not be required to transfer or exchange any Note 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 or during the period of 15 days preceding the giving of notice of redemption of Notes or to transfer or exchange any Note all or a portion of which has been called for redemption.

Unless waived by the Registered Owner of Notes to be redeemed, notice of any such redemption shall be given by the Note Registrar on behalf of the District by mailing the redemption notice by first class 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 Note or Notes to be redeemed at the address shown on the Note Register or at such other address as is furnished in writing by such Registered Owner to the Note Registrar. Neither the failure to mail such redemption notice, nor any defect in any notice so mailed, to any particular Registered Owner of a Note, 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 Note 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 Note entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice. Notice of redemption having been given as aforesaid, the Notes or portions of Notes so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the District shall default in the payment of the redemption price) such Notes or portions of Notes shall cease to bear interest. Upon surrender of such Notes for redemption in accordance with said notice, such Notes shall be paid by the Note 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. Upon surrender for any partial redemption of any Note, there shall be prepared for the Registered Owner a new Note or Notes of like tenor, of authorized denominations, of the same maturity, and bearing the same rate of interest in the amount of the unpaid principal.

The District and the Note 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 the District and the Note Registrar shall not be affected by any notice to the contrary.

ASSIGNMENT

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

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

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(Name and Address of Assignee)

the within Note and does hereby irrevocably constitute and appoint

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as attorney to transfer the said Note 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 Note in every particular, without alteration or enlargement or any change whatever.

*Section 8. Sale of Notes.* The Notes shall be executed as in this Ordinance provided as soon after the passage hereof as may be, shall be deposited with the Treasurer, and shall be by the Treasurer delivered to the purchaser thereof, namely, Harris N.A., Chicago, Illinois (the "*Purchaser*"), upon payment of the purchase price agreed upon, the same being \$600,000 plus accrued interest to date of delivery. The contract for the sale of the Notes to the Purchaser, as set forth in the note purchase agreement providing for same is hereby in all respects ratified, approved and confirmed, it being hereby declared that no person holding any office of the District, either by election or appointment, is in any manner financially interested directly in his own name or indirectly in the name of any other person, association, trust or corporation, in such contract. The designated officers of the District are hereby authorized to execute such agreement.

Upon the sale of the Notes, the designated officials and any other officers of the District as shall be appropriate, shall be and are hereby authorized and directed to approve or execute, or both, such documents of sale of the Notes as may be necessary, including, without limitation, Preliminary Official Statement, Official Statement, Note Purchase Contract, and closing documents.

The distribution by the Purchaser of a Preliminary Official Statement, relating to the Notes as approved by the designated officials is hereby in all respects authorized, ratified and approved, and the proposed use by the Purchaser of an Official Statement (in substantially the form of the Preliminary Official Statement but with appropriate variations to reflect the final terms of the Notes) is hereby approved.

*Section 9. Security of Notes.* The District hereby represents, warrants and agrees that the obligation to make the payments of principal of and interest on the Notes shall be a direct general obligation of the District payable from the Fire Alarm Radio Network fund, an Enterprise



fund of the District and such other sources of payment otherwise lawfully available. The District agrees that it will appropriate funds of the District annually and in a timely manner so as to provide for the making of all payments when due under the terms of this Ordinance.

There is no statutory authority for the levy of a separate tax in addition to other taxes of the District or the levy of a special tax unlimited as to rate or amount to pay principal of or interest on the Notes.

*Section 10. Creation of Funds and Appropriations.* The proceeds derived from the sale of the Notes shall be used as follows:

A. Accrued interest and premium, if any, on the Notes shall be and is hereby appropriated for the purpose of paying the first interest due on the Notes and to such end is hereby ordered to be deposited into the "*Fire Protection Notes, Series 2009, Fire Alarm Radio Network Account*" (the "*Alarm Fund*"), hereby created, which shall be the fund for the payment of principal of and interest on the Notes.

B. Note proceeds in an amount sufficient for such purpose, together with other District funds as may be necessary, are hereby appropriated for the purpose of paying the principal of and interest due on the Outstanding Obligation.

C. The balance of the proceeds of the Notes shall be set aside in a separate fund, hereby created, and designated as the "*Fire Alarm Radio Network Fund*" (the "*Alarm Fund*").

Money in the Alarm Fund shall be withdrawn from time to time as needed for the payment of the costs of the Network and paying the fees and expenses incidental thereto and also costs of issuance of the Notes.

Funds on deposit in the Alarm Fund may be invested by the Treasurer pursuant to any authorization granted to municipal corporations by Illinois statute or court decision.

*Section 11. Non-Arbitrage and Tax Exemption.* The District hereby covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Notes) if taking, permitting or omitting to take such action would cause any of the Notes to

be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause the interest on the Notes to be included in the gross income of the recipients thereof for federal income tax purposes. The District acknowledges that, in the event of an examination by the Internal Revenue Service of the exemption from federal income taxation for interest paid on the Notes, under present rules, the District is treated as the "taxpayer" in such examination and agrees that it will respond in a commercially reasonable manner to any inquiries from the Internal Revenue Service in connection with such an examination.

The District also agrees to comply with all provisions of the Code which, if not complied with by the District, would cause the Notes not to be Tax-exempt. The Board hereby authorizes the officials of the District responsible for issuing the Notes, the same being the President, Secretary and Treasurer, to make such further covenants and certifications as may be necessary to assure that the use thereof will not cause the Notes to be arbitrage bonds and to assure that the interest in the Notes will be exempt from federal income taxation. In connection therewith, the District and the Board further agree: (a) through their officers, to make such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable; (b) to consult with counsel approving the Notes and to comply with such advice as may be given; (c) to pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Notes; (d) to file such forms, statements, and supporting documents as may be required and in a timely manner; and (e) if deemed necessary or advisable by their officers, to employ and pay fiscal agents, financial advisors, attorneys, and other persons to assist the District in such compliance.

*Section 12. Designation of Issue.* The District hereby covenants that the District and all subordinate entities thereof will not issue any obligations of any kind or for any purpose in excess of the total aggregate amount of \$10,000,000 during the calendar year 2009, and the

District hereby designates the Notes as obligations being issued for the purposes of meeting the requirements of Section 265(b)(3) of the Code regarding qualified tax-exempt obligations.

*Section 13. Registered Form.* The District recognizes that Section 149 of the Code requires the Notes to be issued and to remain in fully registered form in order to be and remain Tax-exempt. In this connection, the District agrees that it will not take any action to permit the Notes to be issued in, or converted into, bearer or coupon form.

*Section 14. Continuing Disclosure Undertaking.* The President or Treasurer of the Board is hereby authorized, empowered and directed to execute and deliver the Continuing Disclosure Undertaking (the "*Continuing Disclosure Undertaking*") in substantially the same form as now before the Board, or with such changes therein as the individual executing the Continuing Disclosure Undertaking on behalf of the District shall approve, the official's execution thereof to constitute conclusive evidence of the approval of such changes. When the Continuing Disclosure Undertaking is executed and delivered on behalf of the District as herein provided, the Continuing Disclosure Undertaking will be binding on the District and the officers, employees and agents of the District, and the officers, employees and agents of the District are hereby authorized, empowered 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 the Continuing Disclosure Undertaking as executed. Notwithstanding any other provision of this Ordinance, the sole remedy for failure to comply with the Continuing Disclosure Undertaking shall be the ability of the beneficial owner of any Note to seek mandamus or specific performance by court order, to cause the District to comply with its obligations under the Continuing Disclosure Undertaking.

*Section 15. Rights and Duties of Note Registrar and Paying Agent.* If requested by the Note Registrar or the Paying Agent, or both, any officer of the District is authorized to execute standard forms of agreements between the District and the Note Registrar or Paying Agent with

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

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

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

(c) to give notice of redemption of Notes as provided herein;

(d) as to the Note Registrar, to cancel and/or destroy Notes which have been paid at maturity or upon redemption or submitted for exchange or transfer;

(e) as to the Note Registrar, to furnish the District at least annually a certificate with respect to Notes cancelled and/or destroyed; and

(f) to furnish the District at least annually an audit confirmation of Notes paid, Notes outstanding and payments made with respect to interest on the Notes.

The Secretary of the District is hereby directed to file a certified copy of this Ordinance with the Note Registrar and the Paying Agent.

Section 16. *Repealer and Effective Date.* All ordinances, resolutions or other proceedings in conflict herewith are, to the extent of such conflict, hereby repealed, and this Ordinance is effective immediately upon its adoption and approval.

AYES: 4 - Kagann, Filipello, Urasky, Lawrence

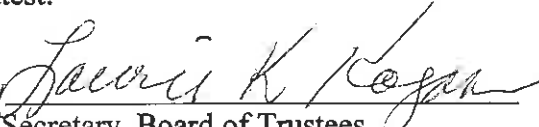
NAYS: 1 - Fisher

ABSENT: 0

Adopted October 27, 2009.

Approved:   
By \_\_\_\_\_  
President, Board of Trustees

Recorded in the District's Records on October 27, 2009.

Attest:  
By   
Secretary, Board of Trustees

(SEAL)

STATE OF ILLINOIS )  
 ) SS  
COUNTIES OF DUPAGE AND WILL )

**CERTIFICATION OF MINUTES AND ORDINANCE**

I, the undersigned, do hereby certify that I am the duly qualified and acting Secretary of the Lisle-Woodridge Fire Protection District, DuPage and Will Counties, Illinois (the "District"), and as such official I am the keeper of the official journal of proceedings, books, records, minutes and files of the District and of the Board of Trustees (the "Board") 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 Board held on the 27th day of October, 2009 insofar as the same relates to the adoption of an ordinance, entitled:

AN ORDINANCE providing for the issuance of \$600,000 Fire Protection Notes, Series 2009, of the Lisle-Woodridge Fire Protection District, DuPage and Will Counties, Illinois

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 Board 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 location where said meeting was held and at the principal office of the Board at least 48 hours in advance of the holding of said meeting, that said agenda contained a separate specific item concerning the proposed adoption of said ordinance, 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 Fire Protection District Act, as amended, and that the Board has complied with all of the provisions of said Acts and with all of the procedural rules of the Board in the adoption of said ordinance.

IN WITNESS WHEREOF I hereunto affix my official signature and the seal of the District this 27th day of October, 2009.

  
Secretary

[SEAL]

LISLE WOODRIDGE FIRE PROTECTION DISTRICT  
 FIRE PROTECTION NOTES, SERIES 2009  
 \*\* FINAL \*\*  
 Debt Service Schedule

Dated Date: 11/17/09  
 Delivery Date: 11/17/09

Date	Principal	Rate	Interest	Total Debt Service	Fiscal Debt Service
07/01/10	55,000.00	3.300	12,320.00	67,320.00	
01/01/11	55,000.00	3.300	8,992.50	63,992.50	131,312.50
07/01/11	60,000.00	3.300	8,085.00	68,085.00	
01/01/12	60,000.00	3.300	7,095.00	67,095.00	135,180.00
07/01/12	60,000.00	3.300	6,105.00	66,105.00	
01/01/13	60,000.00	3.300	5,115.00	65,115.00	131,220.00
07/01/13	60,000.00	3.300	4,125.00	64,125.00	
01/01/14	60,000.00	3.300	3,135.00	63,135.00	127,260.00
07/01/14	65,000.00	3.300	2,145.00	67,145.00	
01/01/15	65,000.00	3.300	1,072.50	66,072.50	133,217.50
<b>Total</b>	<b>600,000.00</b>		<b>58,190.00</b>	<b>658,190.00</b>	
<b>Accrued</b>					
<b>Net Cost</b>	<b>600,000.00</b>		<b>58,190.00</b>	<b>658,190.00</b>	