

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

In re:)	Chapter 11
)	
LOMBARD PUBLIC FACILITIES)	Case No. 17-22517
CORPORATION,)	
Debtor.)	
)	Honorable Jacqueline P. Cox
)	

**ORDER GRANTING DEBTOR'S MOTION PURSUANT TO 11 U.S.C §§ 1125, 1126
AND 1128, FED. R. BANKR. P. 2002, 3016, 3017, 3018 AND 3020 AND LOCAL RULE
3016 FOR AN ORDER: (A) APPROVING DISCLOSURE STATEMENT; (B)
ESTABLISHING PROCEDURES FOR THE SOLICITATION AND TABULATION OF
VOTES TO ACCEPT OR REJECT THE DEBTOR'S PLAN; (C) APPROVING FORMS
OF NOTICES AND BALLOTS; AND (D) SETTING CONFIRMATION HEARING AND
RELATED DEADLINES**

Upon the motion (the "Motion")¹ of Lombard Public Facilities Corporation, as debtor and debtor-in-possession (the "Debtor") in the above-captioned chapter 11 case (the "Chapter 11 Case") pursuant to sections 1125, 1126 and 1128 of title 11 of the United States Code (the "Bankruptcy Code"), Rules 2002, 3016, 3017, 3018 and 3020 of the Federal Rules of Bankruptcy Procedures and Rule 3016 of the Local Rules of the U.S. Bankruptcy Court for the Northern District of Illinois (the "Local Rules") seeking entry of an order (A) approving the *Disclosure Statement in Connection with Debtor's Plan of Reorganization*, dated November 3, 2017 (as such may be amended, supplemented or modified from time to time, the "Disclosure Statement") [Docket No. 203], (B) establishing the procedures for the solicitation and tabulation of votes to accept or reject the *Plan of Reorganization of Lombard Public Facilities Corporation Under Chapter 11 of the Bankruptcy Code*, November 3, 2017 (as it may be amended, supplemented or modified from time to time, the "Plan") [Docket No. 202]; (C) approving the form of notices and Ballots (as defined below); and (D) setting the Confirmation Hearing (as

¹ Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion.

defined below) and related deadlines, all as more fully described in the Motion; and the Court having jurisdiction to consider the Motion and grant the requested relief in accordance with 28 U.S.C. §§ 157 and 1334; and consideration of the Motion being a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A), (L), and (O); and venue being proper before this Court pursuant to 28 U.S.C. §1408; and the Court having held a hearing on [December 5, 2017 at 9:30 a.m.] (prevailing Central Time) to consider the requested relief (the “Disclosure Statement Hearing”); and the Debtor having provided good and sufficient notice of the Motion as set forth therein; and upon the record of the Disclosure Statement Hearing, and all of the proceedings before the Court, the Court finds and determines that the requested relief is in the best interests of the Debtor, its estate, creditors, and all parties in interest; the Debtor has provided due and proper notice of the Motion and Hearing and no further notice is necessary; and the legal and factual bases set forth in the Motion establish just and sufficient cause to grant the requested relief herein:

IT IS HEREBY FOUND AND DETERMINED THAT:

A. The Disclosure Statement contains adequate information within the meaning of section 1125 of the Bankruptcy Code.

B. The procedures set forth below for the solicitation and tabulation of votes to accept or reject the Plan provide for a fair and equitable voting process and are consistent with section 1126 of the Bankruptcy Code.

C. Service of the Disclosure Statement Hearing Notice complied with the requirements of Bankruptcy Rules 2002(b) and 3017 and constitutes sufficient notice of the Disclosure Statement Hearing.

D. The contents of the Solicitation Packages, Information Packages, and Non-Voting Packages as set forth in the Motion, comply with Bankruptcy Rules 2002 and 3017 and constitute sufficient notice to all interested parties including, without limitation, Holders of Claims against the Debtor.

E. The form of the ballots attached hereto as Exhibits A-1 through A-4 (each, a “Ballot” and collectively, the “Ballots”) are approved and (i) are sufficiently consistent with

Official Form No. 14, (ii) adequately address the particular needs of this Chapter 11 Case and (iii) are appropriate for each class of Voting Classes.

F. Ballots need not be provided to the Holders of Unimpaired Claims in Class 1 and Class 5 and Holders of Unclassified Claims because the Plan provides that such Holders are conclusively deemed to have accepted or rejected the Plan pursuant to sections 1126(f) of the Bankruptcy Code, and thus are not entitled to vote to accept or reject the Plan.

G. The voting instructions and procedures attached to the Ballots provide for a fair and equitable voting process and are consistent with section 1126 of the Bankruptcy Code and the applicable Bankruptcy Rules.

H. The notices of the Plan and Confirmation Hearing, as set forth in the Motion satisfy the requirements of due process with respect to all Holders of Claims.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that:

1. **Motion Granted.** The Motion is GRANTED in its entirety.
2. **Disclosure Statement Approved.** The Disclosure Statement is hereby approved as containing adequate information within the meaning of Section 1125(a) of the Bankruptcy Code. Any objections that have not previously been withdrawn or resolved are hereby overruled. The Debtor is authorized to distribute, or cause to be distributed, the Disclosure Statement and Solicitation Package in order to solicit votes on, and pursue confirmation of, the Plan.
3. **Fixing the Voting Record Date.** The record date with respect to Holders of Claims shall be **December 1, 2017** (the "Voting Record Date").
4. **Determination of Claims.** The Voting Record Date shall be used for determining the Holders of Claims in (a) the Voting Classes, who are entitled to receive Solicitation Packages and vote to accept or reject the Plan, and (b) the Non-Voting Classes, who shall receive a Non-Voting Package. Further, the amount of each Holder's Claims for voting purposes shall be determined as of the applicable Voting Record Date, subject to procedures set forth in this Order.

5. **Solicitation Packages.** The Debtor is authorized to distribute, or cause to be distributed, to each Holder of a Claim in one of the Voting Classes a solicitation package (the “Solicitation Package”) containing copies of:

- a. a cover letter from the Debtor, substantially in the form attached hereto as Exhibit B, which (i) describes the contents of the Solicitation Package and instructions, (ii) explains that the Plan Supplement shall be filed on or before seven (7) days before the Voting Deadline (as defined below); and (iii) explaining the solicitation process and urging members of the Voting Classes to vote to accept the Plan;
- b. the Disclosure Statement together with the Plan and all other exhibits annexed thereto;
- c. the Disclosure Statement Order, excluding the exhibits annexed thereto;
- d. the Notice of the Confirmation Hearing, substantially in the form attached hereto as Exhibit C (the “Confirmation Hearing Notice”);
- e. a Ballot to accept or reject the Plan, in substantially the form of the appropriate ballot corresponding to the Class under the Plan of the Holder of Claim, as the case may be, set forth in Exhibits A-1 to A-4;
- f. pre-addressed return envelope; and
- g. such other materials as the Bankruptcy Court may direct or approve, including any supplemental solicitation materials the Debtor may file with the Court.

6. **Authority to Distribute Solicitation Packages.** The Debtor is authorized to distribute, or cause to be distributed, the Solicitation Packages to the Holders of Claims in Voting Classes as of the Voting Record Date.

7. **Voting for A-2 Bond Secured Claims (Class 3).** The Bond Insurer, and only the Bond Insurer, shall be entitled to vote on account of Series A-2 Bond Secured Claims (i.e., the Class 3 Claim) to accept or reject the Plan.

8. **Voting for Allowed Series A-2 Deficiency Claim.** The Bond Insurer, and only the Bond Insurer, shall be entitled to vote on account of Allowed Series A-2 Deficiency Claim (i.e., a Class 6 Claim) to accept or reject the Plan.

9. **Electronic Transmittal of Solicitation Packages.** In disseminating the solicitation materials, including the Disclosure Statement, the Debtor may include some or all the documents in the form of a CD-ROM or flash drive in an Adobe Acrobat (PDF) standard format. Parties shall be provided a paper copy of the solicitation materials upon request to Epiq Bankruptcy Solutions, LLC, the Debtor's noticing, claims and balloting agent (the "Voting Agent") by writing to Lombard Public Facilities Corporation c/o Epiq Bankruptcy Solutions, 10300 SW Allen Boulevard, Beaverton, OR 97005.

10. **Dissemination of Ballots and Notices to Beneficial Holders.** The Debtor is authorized to transmit the Solicitation Packages to Holders of Claims in the Voting Class by mailing or causing to be mailed such materials by the Solicitation Commencement Date (as defined below) to the Nominees (as defined below) in accordance with customary procedures in the securities industry.

11. **Nominees and Beneficial Owners.** With respect to the Solicitation Packages that will be sent to holders of debt securities entitled to vote on the Plan, the Debtor, through the Voting Agent, shall deliver Solicitation Packages to the record holders of such Claims, including, without limitation, representatives such as brokers, banks, commercial banks, transfer agents, trust companies, dealers, other agents or nominees, or their mailing agents (collectively, the "Nominees"). Each Nominee will receive reasonably sufficient numbers of Solicitation Packages, including sufficient beneficial Ballots (the "Beneficial Owner Ballots"), to distribute to the beneficial owners of the Claims (the "Beneficial Owner") for whom such Nominee acts.² In addition, upon written request the Debtor shall reimburse each Nominee's reasonable, actual, and necessary out-of-pocket expenses associated with the distribution of the Solicitation Packages to the Beneficial Owners of such Claims.

² While the Solicitation Packages shall contain Beneficial Owner Ballots for voting by the Beneficial Owners, in accordance with its customary practice, the Voting Agent shall distribute copies of Master Ballots to the Nominees after the initial mailing of the Solicitation Packages with the Beneficial Owner Ballots.

12. **Transmittal by Nominees to Beneficial Holders.** The Nominee shall distribute, or cause to be distributed, the Solicitation Packages and notices to the Beneficial Owners within five (5) business days of receiving the Solicitation Packages and notices.

13. **Transferred Claims.** A transferee shall be entitled to receive Solicitation Packages and cast a Ballot on account of the transferred Claim only if: (a) all actions necessary to effect the transfer of the Claim pursuant to Bankruptcy Rule 3001(e) have been completed by the Voting Record Date; or (b) the transferee files, no later than the Voting Record Date, (i) the documentation required by Bankruptcy Rule 3001(e) to evidence the transfer and (ii) a sworn statement of the transferor supporting the validity of the transfer.

14. **Binding Vote of Transferred Claims.** In the event a Claim is transferred after the transferor has executed and submitted a Ballot to the Voting Agent, the transferee of such Claim shall also be bound by any such vote (and the consequences thereof) made by the Holder of such transferred Claim as of the Voting Record Date. Each transferee shall be treated as a single Creditor for purposes of the numerosity requirements in section 1126(c) of the Bankruptcy Code and the other procedures set forth in this Motion.

15. **Information Package.** To the extent that the following parties have not otherwise received a Solicitation Package, the Debtor, through the Voting Agent, shall distribute, or cause to be distributed, (a) the Disclosure Statement, together with the Plan and all other exhibits annexed thereto, (b) the Disclosure Statement Order, excluding the exhibits annexed thereto, and (c) the Confirmation Hearing Notice (collectively, the “Information Package”) to: (i) the Office of the U.S. Trustee for the Northern District of Illinois; (ii) the District Director of the Internal Revenue Service, (iii) the Office of the United States Attorney for the Northern District of Illinois, (iv) counterparties to executory contracts or unexpired leases; and (v) those parties requesting notice pursuant to Bankruptcy Rule 2002.

16. **Non-Voting Packages.** The Debtor is hereby authorized and empowered to distribute, or cause to be distributed, to each Holder of a Claim in Classes 1 and 5, and each Holder of an Unclassified Claim (collectively, the “Non-Voting Classes”) and each Holder of all

other Claims, who does not otherwise receive a Solicitation Package or an Information Package pursuant to this Order, a “Non-Voting Package,” which is hereby approved, by first-class mail, containing copies of the Confirmation Hearing Notice and the notice of non-voting status, attached hereto as Exhibit D (the “Notice of Non-Voting Status”).

17. **Solicitation Commencement Date.** The Voting Agent shall have completed distribution of the appropriate Solicitation Packages, Information Packages and Non-Voting Packages no later than five (5) business days from the date of entry of this Order (the “Solicitation Commencement Date”), or as soon as reasonably practicable.

18. **Multiple Claims.** Holders of Claims who have more than one non-duplicative Claim associated with the same mailing address against the Debtor in a particular Voting Class, shall receive only one Solicitation Package and one Ballot in the aggregate amount of all Claims held by such Holders against such Debtor within that Voting Class. Subject to Paragraph 7 of this Order, a Holder of Claims in more than one Class under the Plan shall be required to execute and submit a separate Ballot for each Class of Claims in which such Holder of Claims holds a Claim.

19. **Undeliverable or Returned Notices and Solicitation Packages.** The Debtor is excused from distributing Solicitation Packages, Information Packages, Non-Voting Packages, or Confirmation Hearing Notices, as applicable, to the same addresses to which the Disclosure Statement Hearing Notices were distributed and found undeliverable. Further, if the Debtor sends Solicitation Packages, Information Packages, Non-Voting Packages, or Confirmation Hearing Notices which are returned as undeliverable, the Debtor is excused from attempting to re-deliver the Solicitation Packages, Information Packages, Non-Voting Packages, or Confirmation Hearing Notices to such entities.

20. **Notice by Publication.** The Debtor is authorized to publish a notice, substantially in the form of the Confirmation Hearing Notice, as may be revised due publication limitations, in a publication considered local vis-a-vis the location of the Debtor not less than twenty-one (21) days prior to the Voting Deadline.

21. **Service and Notice.** Service of the Solicitation Packages, Information packages, Non-Voting Packages, and other notices and documents described in the Motion is adequate and sufficient and no further notice is necessary.

22. **Approval of Ballots and Procedures for Voting on the Plan.** The Ballots are hereby approved.

23. **Voting Deadline.** **January 4, 2018 at 5:00 p.m. (prevailing Central Time)** shall be the deadline by which all Ballots must be properly executed, completed, delivered to, and received by the Voting Agent (the "Voting Deadline").

24. **Voting Agent.** The Voting Agent is authorized to, among other things, perform all Balloting Services.

25. **Voting by Beneficial Holders.** The Nominees shall follow either of the two following options, as such entities determine, to obtain the votes of the Beneficial Holders:

- a. **Master Ballots:** A Nominee may obtain the votes of Beneficial Owners by forwarding to the Beneficial Owners the applicable unsigned Beneficial Owner Ballot, together with the Solicitation Package, a return envelope provided by, and addressed to, the Nominee, and other materials requested to be forwarded.³ Each such Beneficial Owner may then indicate his/her or its vote on the Beneficial Owner Ballot, complete the information requested in the Beneficial Owner Ballot, review the certifications contained in the Beneficial Owner Ballot, execute the Beneficial Owner Ballot, and return the Beneficial Owner Ballot to the Nominee. After collecting the Ballots, the Nominee shall, in turn, complete the applicable Master Ballot provided to such Nominee by the Balloting Agent, and compile the votes and other information from the Beneficial Owner Ballot, execute the Master Ballot, and deliver the Master Ballot to the Balloting Agent so that it is received by the Balloting before the Voting Deadline; or
- b. **Pre-Validated Ballots:** A Nominee may pre-validate a Beneficial Owner Ballot, by: (i) signing the applicable Beneficial Owner Ballot, indicating the name of the Nominee and DTC participant number; (ii) indicating on the Beneficial Owner Ballot the account number of the Beneficial Owner,

³ At the option of the Nominee, Beneficial Owners may relay votes or voting instructions electronically to the Nominee and Nominees may use their customary procedures for obtaining such votes electronically.

and amount of the securities held by the Nominee for such Beneficial Owner; and (iii) forwarding such Beneficial Owner Ballot together with the Solicitation Package and other materials requested to be forwarded to the Beneficial Owner for voting. The Beneficial Owner may then complete the information requested in the Ballot, review the certifications contained in the Ballot, and return the Ballot directly to the Voting Agent in the pre-addressed, postage paid envelope included with the Solicitation Package so that it is received by the Voting Agent before the Voting Deadline.

26. **Retention of Ballots.** The Voting Agent and the Nominees will retain all Ballots, Beneficial Owner Ballots or Master Ballots, as applicable, whether in hard copy or by electronic direction, in their files for a period of at least one year after the Effective Date of the Plan, unless otherwise ordered by the Bankruptcy Court. Additionally, each Nominee will maintain a list of the Beneficial Owners to whom "pre-validated" Ballots (as described above) were delivered, for at least one year after the Effective Date of the Plan

27. **Ballot Tabulation.** The Ballots must be properly executed and completed, and the original thereof shall be delivered to the Voting Agent so as to be received on or before the Voting Deadline in accordance with the instructions on the Ballot.

28. **Voting Amount of Claim.** Except as otherwise provided by the express terms of this Order, each Holder of a Claim within a Voting Class shall be entitled to vote the amount of such Claim as of the Voting Record Date, which amount shall be determined in accordance with the tabulation procedures set forth in this Order and the Plan.

29. **No Split Votes.** Holders of Claims must vote all of their Claims within a particular Class under the Plan together either to accept or to reject the Plan and may not split their vote(s) within a particular Class. Any properly executed, timely received Ballot that partially rejects and partially accepts the Plan shall not be counted as a vote to accept or reject the Plan. Any properly executed, timely received Ballot that does not indicate an acceptance or rejection of the Plan shall not be counted as a vote to accept or reject the Plan.

30. **Aggregation of Claims.** For purposes of the numerosity requirement of section 1126(c) of the Bankruptcy Code, to the extent that it is possible to do so for all Voting Classes,

separate Claims held by a single Creditor against the Debtor in each Class shall be aggregated as if such Creditor held a single Claim against the Debtor in such Class, and the votes related to those Claims shall be treated as a single vote on the Plan.

31. **Duplicate Claims and Solicitation Packages.** To the extent a Creditor in a Voting Class has filed duplicate proofs of Claims with respect to a single Claim against the Debtor, such Creditor shall be entitled to receive only one Solicitation Package and one Ballot for voting such Claim.

32. **Determination of Amount of Claim.** Further, for purposes of voting to accept or reject the Plan and not for the purpose of the allowance of, or distribution on account of, any Claim, and without prejudice to the Debtor's rights in any other context, the Debtor proposes each Claim within a Class of Claims entitled to vote to accept or reject the Plan be in an amount determined by the following procedures:

- a. if a Claim is deemed allowed under the Plan, an order of the Court or a stipulated agreement between the parties, such claim will be temporarily allowed for voting purposes in the deemed allowed amount set forth therein;
- b. if a Claim for which a proof of claim has been timely filed for unknown or undetermined amounts, or is wholly unliquidated, or contingent (as determined on the face of the claim or after a reasonable review of the supporting documentation by the Voting Agent) and such claim has not been allowed, such Claim shall be temporarily allowed for voting purposes only, and not for purposes of allowance or distribution, at \$1.00;
- c. if a Claim, for which a proof of claim was timely filed, asserts a Claim as contingent, unliquidated, or disputed in part, such Claim is temporarily allowed in the amount that is liquidated, non-contingent, and undisputed for voting purposes only, and not for purposes of allowance or distribution;
- d. if a Claim for which a proof of claim was timely filed or was listed in the Debtors' filed Schedules in an amount that is liquidated, non-contingent, and undisputed, such Claim is allowed for voting in the amount set forth on the proof of claim or the Debtors' filed Schedules;

- e. if a Claim has been estimated or otherwise allowed for voting purposes by order of the Court, such Claim is temporarily allowed in the amount so estimated or allowed by the Court for voting purposes only, and not for purposes of allowance or distribution;
- f. if a Claim is listed in the Debtor's Schedules as contingent, unliquidated, or disputed and a proof of Claim was not (i) filed by the applicable bar date for the filing of proofs of Claim established by the Court; or (ii) deemed timely filed by an order of the Court prior to the Voting Deadline; such Claim shall be disallowed for voting purposes; *provided, however*, if the applicable bar date has not yet passed, such Claim shall be entitled to vote at \$1.00;
- g. proofs of claim filed for \$0.00 are not entitled to vote; and
- h. if the Debtor has served an objection or request for estimation as to a Claim at least seven (7) days before the Voting Deadline, such Claim is temporarily disallowed for voting purposes only and not for purposes of allowance or distribution, except to the extent and in the manner as may be set forth in such objection, or as ordered by the Court before the Voting Deadline.

33. **Amended Claims.** To the extent a proof of Claim has been amended by a later proof of Claim that is filed on or prior to the Voting Record Date, the later filed amending Claim shall be entitled to vote in a manner consistent with these tabulation rules, and the earlier filed Claim shall be disallowed for voting purposes, regardless of whether the Debtor has objected to such amended proof of Claim. Except as otherwise ordered by the Court, any amendments to proofs of Claim after the Voting Record Date shall not be considered for purposes of these tabulation rules.

34. **Separate Ballots.** A Holder of Claims in more than one Class under the Plan must execute and submit a separate Ballot for each Class of Claims in which such Holder of Claims holds a Claim.

35. **Multiple Ballots.** If any Holder of a Claim casts more than one Ballot voting the same Claim(s) before the Voting Deadline, the last dated valid Ballot received before the Voting Deadline shall supersede and revoke any earlier received Ballot, provided that, if a Holder of

Claims casts multiple Ballots dated with the same date but voted inconsistently, neither of such Ballots be counted.

36. **Excluded Ballots.** The following types of Ballots shall not be counted or considered for any purpose in determining whether the Plan has been accepted or rejected:

- a. any properly executed, timely received Ballot that partially rejects and partially accepts the Plan or that does not clearly indicate an acceptance or rejection of the Plan;
- b. any Ballot received after the Voting Deadline, except in the Debtor's sole discretion;
- c. any Ballot containing a vote that this Court determines, after notice and a hearing, was not solicited or procured in good faith or in accordance with the applicable provisions of the Bankruptcy Code;
- d. any Ballot that is illegible or contains insufficient information to permit the identification of the Creditor or the amount of the Claim owned, as applicable;
- e. any Ballot cast by a person or entity that does not hold a Claim in a Class that is entitled to vote to accept or reject the Plan;
- f. any unsigned Ballot or Ballot without an original signature, except in the Debtor's sole discretion;
- g. any Ballot transmitted to the Voting Agent by facsimile or other electronic means, except in the Debtor's sole discretion; and
- h. any non-validated Beneficial Holder Ballot that is submitted directly to the Voting Agent rather than to the Nominee.

37. **Standard Ballot Assumptions.** In addition, the following voting procedures and standard assumptions shall be used in tabulating the Ballots:

- a. The delivery of a Ballot shall be deemed made only when the Voting Agent has actually received the original, executed Ballot;
- b. The Debtor, in its sole discretion, subject to contrary order of the Court, may waive any defect in any Ballot at any time, including failure to timely file such Ballot, either before or after the Voting Deadline, and without notice;

- c. Any Holder of a Claim who has delivered a valid Ballot to the Voting Agent for the acceptance or rejection of the Plan prior to the Voting Deadline may withdraw such acceptance or rejection by delivering a written notice of withdrawal to the Voting Agent at any time prior to the Voting Deadline. A notice of withdrawal should (a) contain a description of the Claim to which it relates and, in the case of a Claim, the aggregate amount represented by such Claim as Allowed for voting purposes, (b) be signed by the withdrawing party in the same manner as the Ballot being withdrawn, (c) contain a certification that the withdrawing party owns the Claim and possesses the right to withdraw the vote sought to be withdrawn, and (d) be received by the Voting Agent prior to the Voting Deadline;
- d. After the Voting Deadline, no vote may be withdrawn without the prior consent of the Debtor;
- e. Subject to any contrary order of the Court, the Debtor reserves the right to reject any and all Ballots not proper in form;
- f. Unless otherwise ordered by the Court, any defects or irregularities in connection with deliveries of Ballots must be cured within such time as the Debtor (or the Court) determines, and delivery of such Ballots shall not be deemed to have been made until such irregularities have been cured or waived; and
- g. Although the Voting Agent is authorized to attempt to cure defective ballots, neither the Debtor nor any other person or entity shall be under any duty to provide notification of defects or irregularities with respect to deliveries of Ballots, nor shall any such party incur any liability for failure to provide such notification. Ballots previously furnished (and as to which any irregularities have not theretofore been cured or waived) shall not be counted.

38. **Master Ballots and Beneficial Ballots.** With respect to the tabulation of Beneficial Owner Ballots and Master Ballots cast by Nominees, for purposes of voting, the amount that shall be used to tabulate votes to accept or reject the Plan shall be the principal amount of the Claims held as of the Voting Record Date, and such votes will not be counted in excess of the principal amount held by a Nominee as of the Voting Record Date; provided, however, that any principal amounts may be adjusted by the Voting Agent to reflect the amount of the Claim actually voted, including any prepetition interest. Additionally,

- a. to the extent that conflicting votes or “over-votes” are submitted by a Nominee, whether pursuant to a Master Ballot or Pre-validated Ballots, the Voting Agent will attempt to reconcile discrepancies with the Nominee;
- b. if over-votes are submitted by a Nominee which are not reconciled prior to the preparation of the vote certification, the votes to accept and to reject the Plan shall be applied in the same proportion as the votes to accept and to reject the Plan submitted by the Nominee, but only to the extent of the Nominee’s Record Date position in the debt securities; and
- c. a single Nominee may complete and deliver to the Voting Agent multiple Master Ballots. Votes reflected on multiple Master Ballots shall be counted except to the extent that they are duplicative of other Master Ballots. If two or more Master Ballots are inconsistent, the last properly completed Master Ballot received prior to the Voting Deadline shall, to the extent of such inconsistency, supersede any prior Master Ballot.

39. **Filing of Tabulation Report.** The Voting Agent shall file its Voting Report reflecting the tabulation of votes cast to accept or reject the Plan at least two (2) business days prior to the Confirmation Hearing. The Debtor is hereby excused from filing actual Ballots under Local Rule 3018-1, provided however, that the Voting Agent shall make the Ballots available upon request.

40. **Claims Estimation Motion Deadline.** Holders of Claims seeking to have a Claim temporarily allowed for purposes of voting to accept or reject the Plan pursuant to Bankruptcy Rule 3018(a) must file a motion (the “Claims Estimation Motion”) for such relief no later than **December 21, 2017 at 4:00 p.m. (prevailing Central Time)** (the “Claims Estimation Motion Deadline”).

41. **Claims Estimation Motion.** The Claims Estimation Motion must set forth with particularity the amount and classification of which the Creditor believes its Claim should be allowed for voting purposes, provide evidence in support of the Creditor’s assertions, be filed with the Court and served, so as to actually be received no later than the Claims Estimation Motion Deadline, by the following parties (collectively, the “Notice Parties”): (a) counsel to the Debtor, Adelman & Gettleman, Ltd., 53 W. Jackson Blvd., Suite 1050, Chicago, IL 60604, Attn: Brad A. Berish, Esq., Henry B. Merens, Esq., Adam P. Silverman, Esq.; (b) counsel to the

Indenture Trustee, Schiff Hardin LLP, 233 South Wacker Drive, Suite 6600, Chicago, Illinois 60606, Attn.: Bruce P. Weisenthal and Schiff Hardin LLP, 666 Fifth Avenue, Suite 1700, New York, New York 10103, Attn.: Louis T. DeLucia; (c) counsel to the Controlling Party, Greenberg Traurig LLP, 77 West Wacker Dr.. Suite 3100, Chicago, Illinois 60601, Attn.: Nancy A. Peterman, (d) counsel to Nuveen Asset Management LLC, Kramer Levin Naftalis & Frankel LLP, 1177 Avenue of the Americas, New York, New York 10036, Attn.: Adam Rogoff, Steven Segal and Douglas Buckley; (e) local counsel to Nuveen Asset Management, LLC, Neal Gerber Eisenberg LLP, 2 N. LaSalle Street Suite 1700, Chicago, IL 60602, Attn: Mark A Berkoff and Nicholas M. Miller; (f) counsel to Oppenheimer Rochester High Yield Municipal Fund, Orrick, Herrington & Sutcliffe LLP, 1152 15th St NW, Washington, DC 20005, Attn: Douglas Mintz; (g) local counsel to Oppenheimer Rochester High Yield Municipal Fund, Sugar Felsenthal Grais & Hammer LLP, 30 N. LaSalle Street, Suite 3000, Chicago, IL 60602, Attn: Jack O'Connor and Aaron Hammer ; (h) counsel to the Village of Lombard, Arnstein & Lehr LLP, 16 North Clark Street, Suite 4200, Chicago, Illinois 60606, Attn.: Michael L. Gesas and Hal R. Morris, (i) counsel to Westin, Holland & Knight, 10 St. James Avenue, 11th Floor, Boston, Massachusetts 02116, Attn.: John Monaghan, and (j) the office of the United States Trustee, 219 South Dearborn Street, Chicago, Illinois 60604.

42. **Claims Estimation and Provision Vote.** Any party timely filing and serving a Claims Estimation Motion shall be provided a Ballot and be permitted to cast a provisional vote to accept or reject the Plan. If, and to the extent that, the Debtor and such party are unable to resolve the issues raised by the Claims Estimation Motion prior to the Voting Deadline, then the Court shall determine whether the provisional Ballot should be counted as a vote on the Plan at the Confirmation Hearing.

43. **Resolution of Claims Estimation Motion.** Any such Claims Estimation Motion may be resolved by agreement between the Debtor and the movant of such Claims Estimation Motion without the requirement of further order or approval of the Court. Nothing provided

herein, however, shall affect or limit the Debtor's right to object to any proof of Claim or Claims Estimation Motion.

44. **Plan Confirmation.** A hearing shall be held before this Court on **January 11, 2018 at 10:00 a.m. (prevailing Central Time)** (the "Confirmation Hearing"), to consider confirmation of the Plan. The Confirmation Hearing may be continued from time to time by the Court without further notice to creditors or other parties in interest.

45. **Confirmation Hearing Notice.** The Confirmation Hearing Notice is hereby approved. The Debtor shall distribute, or cause to be distributed, a copy of the Confirmation Hearing Notice to all parties listed on the Debtor's creditor matrix that was filed with the Debtor's bankruptcy petition, who do not otherwise receive a Solicitation Package, Information Package, or Non-Voting Package, including all known Holders of Claims, all parties who filed a notice of appearance, applicable governmental units, and indenture trustees.

46. **Objection Deadline.** The deadline for filing an objection to confirmation of the Plan (the "Plan Objection") shall be **January 4, 2018 at 4:00 p.m. (prevailing Central Time)** (the "Plan Objection Deadline"). Plan Objections, if any, shall (i) be in writing, (ii) state the name and address of the objecting party and the amount and nature of the claim or interest of such party, (iii) state with particularity the legal and factual basis and nature of any Plan Objection, and (iv) be filed, together with proof of service, with the Court, and (v) be served so that they are actually received no later than the Plan Objection Deadline, by the Notice Parties. The Court shall consider only timely filed written objections. All objections not timely filed and served in accordance herewith by the Objection Deadline shall be deemed overruled.

47. **Reply Deadline.** The deadline for the Debtor, or any other party supporting confirmation of the Plan, to reply to a Plan Objection shall be **January 9, 2018** (the "Reply Deadline"). At that time, the Debtor shall also file its proposed findings of fact and conclusions of law with form of order confirming the Plan, and a memorandum of law in support of confirmation of the Plan.

48. **Page Limitation.** The Debtor is permitted to file a single reply to the Plan Objections which may exceed 15 pages in length.

49. **Plan Supplement.** The Debtor shall file a complete version of the Plan Supplement on or before the **December 28, 2017** (the “Plan Supplement Filing Date”), which is seven (7) days prior to the Voting Deadline. The Debtor shall be exempt from serving copies of the Plan Supplement. Instead, the Confirmation Hearing Notice shall inform Creditors and other parties in interest of the Plan Supplement Filing Date and how they may obtain the Plan Supplement.

50. **Non-Substantive Changes.** The Debtor is authorized to make non-substantive changes to the Disclosure Statement, the Plan, the Ballots, the Confirmation Hearing Notice, Notice of Non-Voting Status, the Publication Notice and related documents without further order of the Court, including without limitation changes to correct typographical and grammatical errors, insert dates and to make conforming changes among the Disclosure Statement, the Plan, the Ballots, the Confirmation Hearing Notice, the Notice of Non-Voting Status, the Publication Notice and any other materials in the Solicitation Package, Non-Voting Package or Information Package prior to mailing.

51. **Commutation Opt-Out Notice.** The Commutation Opt-Out Notice, substantially in the form annexed hereto as Exhibit E, is hereby approved. The Debtor is authorized to transmit the Commutation Opt-Out Notice to all Holders of Series A-2 Bonds (or their respective Nominees). To the extent a Holder of a Series A-2 Bond wishes to opt-out of the Commutation Offer, it must do so in accordance with the Commutation Opt-Out Notice on or before January 4, 2018 at 5:00 p.m. (prevailing Central Time).

52. **Copies and Review of Documents.** Copies of the Plan and Disclosure Statement (including after the Plan Supplement Filing Date, the Plan Supplement) and all pleadings and orders of the Court are publicly available, for a fee via PACER at: <https://ecf.ilnb.uscourts.gov/>, or free of charge from the Voting Agent by (a) accessing the website of Voting Agent at <http://dm.epiq11.com/lpf>; (b) requesting documents by e-mail to tabulation@epiqsystems.com

with a reference to “Lombard” in the subject line; (c) calling the Voting Agent toll free at 1-866-897-6433 (within the US and Canada) or 1-646-282-2500 (outside of the US and Canada) and requesting to speak with a member of the solicitation team.; or (d) sending a request to the Voting Agent at Lombard Public Facilities Corporation c/o Epiq Bankruptcy Solutions, 10300 SW Allen Boulevard, Beaverton, OR 97005.

53. **Catch-All**. The Debtor is authorized and empowered to take all actions necessary to implement the relief granted in this Order.

54. **Effective Immediately**. Notwithstanding any applicable Bankruptcy Rule, the terms and conditions of this Order shall be immediately effective and enforceable upon its entirety.

55. **Retention of Jurisdiction**. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation of this Order.

56. **Motion in Excess of Fifteen Pages**. The Debtor is excused from compliance with Local Rule 5005-3.D.

UNITED STATES BANKRUPTCY JUDGE

This Order Prepared by:

BRAD A. BERISH, ESQ. (ARDC #06200891)
HENRY B. MERENS, ESQ. (ARDC #6181695)
ADAM P. SILVERMAN, ESQ. (ARDC #6256676)
ADELMAN & GETTLEMAN, LTD.
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Tel (312) 435-1050
Fax (312) 435-1059
Counsel for Lombard Public Facilities Corporation

A1- Master Ballot

Exhibit A1-A4 to Order Ballots

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

In re:) Chapter 11
)
LOMBARD PUBLIC FACILITIES) Case No. 17-22517
CORPORATION,)
Debtor.)
) Honorable Jacqueline P. Cox
)
_____)

**MASTER BALLOT FOR ACCEPTING OR REJECTING
THE DEBTOR'S CHAPTER 11 PLAN OF REORGANIZATION**

CLASS [CLASS NO. CLASS DESCRIPTION]

**PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS
FOR COMPLETING THIS BALLOT CAREFULLY BEFORE
COMPLETING THIS MASTER BALLOT.**

**THIS MASTER BALLOT MUST BE COMPLETED, EXECUTED AND RETURNED
SO THAT IT IS ACTUALLY RECEIVED BY THE VOTING AGENT,
BY [5:00 P.M.] (PREVAILING CENTRAL TIME) ON [_____, 2017] (THE
"VOTING DEADLINE") OR THE VOTES REPRESENTED BY
THE MASTER BALLOT WILL NOT BE COUNTED.**

On _____, the United States Bankruptcy Court for the Northern District of Illinois (the "Court") entered an order (the "Disclosure Statement Order") (Docket No. ____), which approved the Disclosure Statement, dated _____, (as may be modified or amended from time to time, the "Disclosure Statement") (Docket No. _____) with respect to the Chapter 11 Plan of Reorganization, dated _____ (as may be modified, supplemented or amended from time to time, the "Plan") (Docket No. ____ and which establishes certain procedures for the solicitation and tabulation of votes to accept or reject the Plan. Please use this ballot (the "Ballot" or "Master Ballot") to cast your vote to accept or reject the Plan, which is proposed by Lombard Public Facilities Corporation, the above-captioned debtor and debtor in possession (the "Debtor"). The Plan is "Exhibit A" to the Disclosure Statement, which accompanies this Ballot.

This Master Ballot is being sent to you because the records indicate that, as of the Voting Record Date, you are a broker, bank, commercial bank, trust company, dealer, or other agent or nominee thereof (each, a "Nominee") of beneficial owners (collectively, the "Beneficial Owners") of Class [Class no. Class Description] against the Debtor (as these terms are defined in the Plan and Disclosure Statement Order, as applicable). **CUSIPS for the Class [Class no. Class Description] entitled to vote are identified on Exhibit A attached hereto.** This Ballot may not be used for any purpose other than for submitting votes with respect to the Plan.

As Nominee, you are required, to deliver the Solicitation Package and notices, including a Beneficial Owner Ballot, to each Beneficial Owner for whom you hold Class [Class no. Class Description] against the Debtor (as these terms are defined in the Plan and Disclosure Statement Order, as applicable) and take any action required to enable such Beneficial Owner to timely vote its Claim to accept or reject the Plan. You should include in each Solicitation Package a return envelope addressed to you (and not include a return envelope addressed to the Voting Agent), unless you choose to pre-validate such Beneficial Owner Ballot, in which case the Solicitation Package should include a return envelope addressed only to the Voting Agent. With respect to any Beneficial Owner Ballots returned to you, you must (1) execute this Master Ballot so as to reflect the voting instructions given to you in the Beneficial Owner Ballots by the Beneficial Owners for whom you hold Class [Class no. Class Description] against the Debtor and (2) forward this Master Ballot to the Voting Agent in accordance with the Master Ballot Instructions accompanying this Master Ballot.

[CUSIP AS INDICATED ON THE ATTACHED EXHIBIT A]

You are authorized to collect votes to accept or to reject the Plan from Beneficial Holders in accordance with your customary practices, including the use of a “voting instruction form” in lieu of (or in addition to) a Beneficial Holder Ballot, and collecting votes from Beneficial Holders through online voting, by phone, facsimile, or other electronic means.

This Master Ballot may not be used for any purpose other than for casting votes to accept or reject the Plan and making certain certifications with respect thereto. **If you believe that you have received this Master Ballot in error, please contact the Debtor’s Voting Agent by telephone at (646) 282-2500 and request to speak with a member of the solicitation team or via email at tabulation@epiqsystems.com and reference “Lombard” in the subject line.**

IF THE VOTING AGENT DOES NOT ACTUALLY RECEIVE THIS MASTER BALLOT ON OR BEFORE 5:00 P.M. (PREVAILING CENTRAL TIME) ON [____], 2017, THE VOTING DEADLINE, AND IF THE VOTING DEADLINE IS NOT EXTENDED, THE BENEFICIAL OWNERS’ VOTES TRANSMITTED HEREBY WILL NOT BE COUNTED.

ITEM 1. Certification of Authority to Vote. The undersigned certifies that as of [____], 2017 (the “Voting Record Date”), the undersigned (please check the applicable box):

- ☐ Is a broker, bank, or other nominee for the beneficial owners of the aggregate principal amount of the Class [Class no. Class Description] listed in Item 2 below, and is the record holder of such bonds, or
- ☐ Is acting under a power of attorney and/or agency (a copy of which will be provided upon request) granted by a broker, bank, or other nominee that is the record holder of the aggregate principal amount of Class [Class no. Class Description] listed in Item 2 below, or
- ☐ Has been granted a proxy (an original of which is attached hereto) from a broker, bank, or other nominee, or a beneficial owner, that is the record holder of the aggregate principal amount of the Claims listed in Item 2 below, and accordingly, has full power and authority to vote to accept or reject the Plan, on behalf of the beneficial owners of the Class [Class no. Class Description] described in Item 2.

[Remainder of page intentionally left blank]

[CUSIP AS INDICATED ON THE ATTACHED EXHIBIT A]

ITEM 2. Class [Class no. Class Description] Vote on the Plan and Item 3. Releases.

The undersigned transmits the following votes of Beneficial Owners in respect of their Class [Class no. Class Description] against the Debtor and certifies that the following Beneficial Owners of such Claims, as identified by their respective customer account numbers set forth below, are Beneficial Owners of the Class [Class no. Class Description] against the Debtor and as of the Voting Record Date have delivered to the undersigned, as Nominee, Beneficial Owner Ballots casting such votes.

Indicate in the appropriate column below the aggregate principal amount voted for each account or attach such information to this Master Ballot in the form of the following table. Please note that each Beneficial Owner must vote all such of their Class [Class no. Class Description] to accept or reject the Plan and may not split such vote. Any Ballot executed by the Beneficial Holder that does not indicate an acceptance or rejection of the Plan or that indicates both an acceptance and a rejection of the Plan will not be counted. If the Beneficial Holder voted to reject the Plan or abstained from voting AND has checked the box on Item 3 of the Beneficial Holder Ballot pertaining to the Third Party Releases, as detailed in Section 5.10 of the Plan, please place an X in Column 3 below.

A SEPARATE MASTER BALLOT MUST BE USED FOR EACH CUSIP.

CUSIP VOTED ON THIS MASTER BALLOT _____ (CUSIP NO.)			
Your Customer Account Number For Each Beneficial Owner of Voting Class [Class no. Class Description]	Principal Amount of Class [Class no. Class Description] Against the Debtor In order to vote on the Plan, the Beneficial Owner must have checked a box in Item 2 on the Beneficial Owner Ballot to ACCEPT or to REJECT the Plan. In addition, if the Beneficial Owner returned a signed Beneficial Owner Ballot but did not check a box in Item 2 or checked both boxes in Item 2, the Beneficial Owner Ballot will not be counted.		
	The Beneficial Owner also had the option to withhold consent to or "opt out" of the third-party release provisions contained in Article XI of the Plan only if such Beneficial Holder voted to reject the Plan or abstained from voting on the Plan.		
	Column 1	Column 2	Column 3
	ACCEPT THE PLAN	REJECT THE PLAN	If the Beneficial Owner (i) voted to reject the Plan or abstained from voting, and (ii) checked the box to Opt Out of the Third Party Releases, mark an "X" below
	\$	\$	
	\$	\$	
	\$	\$	
	\$	\$	
	\$	\$	
	\$	\$	
	\$	\$	
	\$	\$	
	\$	\$	
	\$	\$	

[CUSIP AS INDICATED ON THE ATTACHED EXHIBIT A]

ITEM 3. Certification as to Transcription of Information from Item 4 of the Beneficial Holder Ballots as to Class [Class no. Class Description] Against the Debtor Voted Through Other Beneficial Owner Ballots

The undersigned certifies that the undersigned has transcribed in the following table the information, if any, provided by Beneficial Owners in Item 4 of each of the Beneficial Owner's original Beneficial Owner Ballots, identifying any Class [Class no. Class Description] against the Debtor for which such Beneficial Owners have submitted other Beneficial Owner Ballots other than to the undersigned:

Your Customer Account Number for Each Beneficial Owner Who Completed Item 4 of the Beneficial Ballots	TRANSCRIBE FROM ITEM 4 OF THE BENEFICIAL OWNER BALLOTS:			CUSIP of Other Class [Class no.]Claims Voted
	Account Number of other Class [Class no.]Claims Voted (if applicable)	Name of Record Holder or Nominee Holding Other Class [Class no.]Claims Voted (if applicable)	Principal Amount of Other Class [Class no.]Claims Voted	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	

ITEM 4. Certification.

By signing this Master Ballot, the undersigned certifies that:

1. it has received a copy of the Disclosure Statement, the Beneficial Owner Ballots and the Solicitation Package and has delivered the same to the Beneficial Owners listed on the Beneficial Owner Ballots or to any intermediary nominee, as applicable;
2. it has received appropriate voting instructions from each Beneficial Owner listed in Item 2 of this Master Ballot;
3. it is the record Holder of the Class [Class no. Class Description] being voted;
4. it has been authorized by each such Beneficial Owner, to vote on the Plan and to make applicable elections;
5. it has properly disclosed: (a) the number of Beneficial Owners who completed Beneficial Owner Ballots; (b) the respective amounts of the Class [Class no. Class Description] against the Debtor held by each Beneficial Owner who completed a Beneficial Owner Ballot; (c) each such Beneficial Owner's respective vote concerning the Plan; (d) each such Beneficial Owner's election regarding the third-party releases; (f) each such Beneficial Owner's certification as to other Class [Class no. Class Description] against the Debtor voted; and (g) the customer account or other identification number for each such Beneficial Owner;

[CUSIP AS INDICATED ON THE ATTACHED EXHIBIT A]

6. each such Beneficial Owner has certified to the undersigned that it is eligible to vote on the Plan; and
7. it will maintain Beneficial Owner Ballots and evidence of separate transactions returned by Beneficial Owners (whether properly completed or defective) for at least one year after the Effective Date of the Plan and disclose all such information to the Bankruptcy Court or the Debtor, as the case may be, if so ordered.

Name of Nominee:

(Print or Type)

Participant Number:

Name of Proxy Holder or Agent for Nominee (if applicable):

(Print or Type)

Signature:

Name of Signatory:

Title:

Address:

Date Completed:

Email Address:

**YOUR MASTER BALLOT MUST BE ACTUALLY RECEIVED BY THE VOTING DEADLINE
WHICH IS 5:00 P.M. (PREVAILING CENTRAL TIME) ON [____], 2017.**

PLEASE COMPLETE, SIGN AND DATE THIS MASTER BALLOT
AND RETURN IT PROMPTLY IN THE ENVELOPE PROVIDED TO:

Via First Class Mail, Overnight Courier or Hand Delivery:

Lombard Public Facilities Corporation
Master Ballot Processing
c/o Epiq Bankruptcy Solutions, LLC
777 Third Avenue, 12th Floor
New York, NY 10017

BALLOTS RECEIVED VIA EMAIL OR FACSIMILE WILL NOT BE COUNTED.

**IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT OR THE VOTING INSTRUCTIONS,
PLEASE CALL THE DEBTOR'S VOTING AGENT, EPIQ BANKRUPTCY SOLUTIONS, LLC
AT (646) 282-2500 AND SPEAK WITH A SOLICITATION TEAM MEMBER, OR EMAIL
TABULATION@EPIQSYSTEMS.COM AND REFERENCE "LOMBARD" IN THE SUBJECT LINE.**

[CUSIP AS INDICATED ON THE ATTACHED EXHIBIT A]

VOTING INSTRUCTIONS

- (a) All capitalized terms used in the Master Ballot or these instructions but not otherwise defined therein shall have the meanings ascribed to them in the Plan or the Disclosure Statement Order, as applicable. In the event of a conflict between the Plan, the Master Ballot and the Disclosure Statement, the terms of the Plan shall control.
- (b) You should distribute Solicitation Package(s), including Beneficial Owners Ballots, to each Beneficial Owner of Class [Class no. Class Description] against the Debtor within five (5) business days of receipt of the Solicitation Package and take any action required to enable each such Beneficial Owner to timely vote their Claims. You are authorized to collect votes to accept or to reject the Plan from Beneficial Owners in accordance with your customary practices, including the use of a "voting instruction form" in lieu of (or in addition to) a beneficial ballot, and collecting votes from Beneficial Owner through online voting, by phone, facsimile, or other electronic means.
- (c) If you are transmitting the votes of any beneficial owners of Class [Class no. Class Description] other than yourself, you may either:
 - i. "Pre-validate" the individual Beneficial Owner Ballot contained in the Solicitation Package and then forward the Solicitation Package to the Beneficial Owner of the Class [Class no.]Claim for voting, with the Beneficial Owner then returning the individual Beneficial Owner Ballot directly to the Voting Agent in the return envelope to be provided in the Solicitation Package. A Nominee "pre-validates" a Beneficial Holder Ballot by signing the Ballot and including their DTC participant number; indicating the account number of the Beneficial Holder and the principal amount of Class [Class no. Class Description] held by the Nominee for such Beneficial Owner, and then forwarding the Ballot together with the Solicitation Package to the Beneficial Owner. The Beneficial Owner then completes the information requested on the Ballot and returns the Ballot directly to the Voting Agent. A list of the Beneficial Owners to whom "pre-validated" Ballots were delivered should be maintained by Nominees for inspection for at least one year from the Effective Date; OR
 - ii. Forward the Solicitation Package to the Beneficial Owner of the Class [Class no. Class Description] for voting along with a return envelope provided by and addressed to the Nominee, with the beneficial owner then returning the individual Beneficial Owner Ballot to the Nominee. In such case, the Nominee will tabulate the votes of its respective Beneficial Owners on a Master Ballot that will be provided to the Nominee separately by the Voting Agent, in accordance with any instructions set forth in the instructions to the Master Ballot, and then return the Master Ballot to the Voting Agent. The Nominee should advise the Beneficial Owners to return their individual Beneficial Owner Ballots to the Nominee by a date calculated by the Nominee to allow it to prepare and return the Master Ballot to the Solicitation Agent so that the Master Ballot is actually received by the Voting Agent on or before the Voting Deadline.
- (d) If you are both the record holder and the Beneficial Owner of any principal amount of the Class [Class no. Class Description] against the Debtor and you wish to vote any Class [Class no. Class Description] on account thereof, you may complete and execute either an individual Beneficial Owner Ballot or a Master Ballot.
- (e) The following additional rules shall apply to Master Ballots.
 - i. Votes cast by Beneficial Owners through a Nominee will be applied against the positions held by such entities in the Class as of the Record Voting Date, as evidenced by the record and depository listings.
 - ii. Votes submitted by a Nominee, whether pursuant to a Master Ballot or pre-validated Beneficial Owner Ballots, will not be counted in excess of the record amount of the Class held by such Nominee;

[CUSIP AS INDICATED ON THE ATTACHED EXHIBIT A]

- iii. To the extent that conflicting votes or “over-votes” are submitted by a Nominee, whether pursuant to a Master Ballot or pre-validated holder Beneficial Owner Ballots, the Voting Agent will attempt to reconcile discrepancies with the Nominee;
 - iv. To the extent that over-votes on a Master Ballot or pre-validated holder Beneficial Owner Ballots are not reconcilable prior to the preparation of the vote certification, the Voting Agent will apply the votes to accept and reject the Plan in the same proportion as the votes to accept and reject the Plan submitted on the Master Ballot or pre-validated holder Ballots that contained the over-vote, but only to the extent of the Nominee’s position in the Class; and
 - v. For purposes of tabulating votes, each holder holding through a particular account will be deemed to have voted the amount relating its holding in that particular account.
- (f) With regard to any Beneficial Owner Ballots returned to you by a Beneficial Owner, you must: (a) compile and validate the votes and other relevant information of each such Beneficial Owner on the Master Ballot using the customer name or account number assigned by you to each such Beneficial Owner; (b) execute the Master Ballot; (c) transmit such Master Ballot to the Voting Agent by the Voting Deadline; and (d) retain such Beneficial Owner Ballots from Beneficial Owners, whether in hard copy or by electronic direction, in your files for a period of one year after the Effective Date of the Plan. You may be ordered to produce the Beneficial Owner Ballots to the Debtors or the Court.
- (g) Any Ballot returned to you by a Beneficial Owner of a Claim or Nominee shall not be counted for purposes of accepting or rejecting the Plan until you properly complete and deliver to the Voting Agent a Master Ballot that reflects the vote of such Beneficial Owners or intermediary nominees by the Voting Deadline or otherwise validate the Beneficial Owner Ballot in a manner acceptable to the Voting Agent.
- (h) The method of delivery of Master Ballots to the Voting Agent is at the election and risk of each Nominee. Except as otherwise provided herein, such delivery will be deemed made only when the Voting Agent actually receives the originally executed Master Ballot. Instead of effecting delivery by first-class mail, it is recommended, though not required, that Nominee use an overnight or hand delivery service. Facsimile or other electronic transmissions of this Master Ballot will not be accepted. In all cases, Nominee should allow sufficient time to assure timely delivery.
- (i) The Master Ballot is not a letter of transmittal and may not be used for any purpose other than to vote to accept or reject the Plan and make certifications with respect to the Beneficial Owner Ballots. Accordingly, at this time, Holders of Claims should not surrender certificates or instruments representing their Claims and you should not accept delivery of any such certificates or instruments surrendered together with a Beneficial Owner Ballot.
- (j) This Master Ballot does not constitute, and shall not be deemed to be, (a) a Proof of Claim or (b) an assertion or admission of a Claim.
- (k) Please be sure to properly execute your Master Ballot. You must: (a) sign and date your Master Ballot; (b) if applicable, indicate that you are signing a Master Ballot in your capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation or otherwise acting in a fiduciary or representative capacity and, if required or requested by the Voting Agent, the Debtor or the Bankruptcy Court, submit proper evidence to the requesting party to so act on behalf of such Beneficial Owner.
- (l) No fees or commissions or other remuneration will be payable to any Nominee for soliciting Beneficial Owner Ballots accepting the Plan. The Debtor will however, upon written request, reimburse you for customary mailing and handling expenses incurred by you in forwarding the Beneficial Owner Ballots and other enclosed materials to your customers.

[CUSIP AS INDICATED ON THE ATTACHED EXHIBIT A]

EXHIBIT A

Please check a box below to indicate the Class [Class no. Class Description] to which this Master Ballot pertains and add the CUSIP No. to Item 2 on page 3.

CLASS [CLASS NO. CLASS DESCRIPTION]

	BOND DESCRIPTION	CUSIP
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		

A2- Beneficial Owner Ballot

Exhibit A1-A4 to Order Ballots

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

In re:	)	Chapter 11
)	
LOMBARD PUBLIC FACILITIES	)	Case No. 17-22517
CORPORATION,)	
Debtor.)	
	)	Honorable Jacqueline P. Cox
)	

BENEFICIAL OWNER BALLOT FOR ACCEPTING OR REJECTING
THE DEBTOR'S CHAPTER 11 PLAN OF REORGANIZATION

CLASS [CLASS NO. CLASS DESCRIPTION]

PLEASE READ CAREFULLY AND FOLLOW THE ENCLOSED INSTRUCTIONS FOR
COMPLETING THIS BENEFICIAL OWNER BALLOT **BEFORE** COMPLETING THIS BALLOT.

IN ORDER FOR YOUR VOTE TO BE COUNTED, ALL PRE-VALIDATED BENEFICIAL OWNER BALLOTS
(INCLUDING MASTER BALLOTS CAST ON BEHALF OF BENEFICIAL OWNER BALLOTS THAT WERE
NOT PRE-VALIDATED) MUST BE COMPLETED, EXECUTED AND RETURNED SO AS TO BE
ACTUALLY RECEIVED BY THE VOTING AGENT BY [] AT [5:00 P.M.]
(PREVAILING CENTRAL TIME) (THE "VOTING DEADLINE") IN ACCORDANCE WITH THE
FOLLOWING:

IF YOU RECEIVED A RETURN ENVELOPE
ADDRESSED TO YOUR NOMINEE:

YOU MUST RETURN THIS BENEFICIAL OWNER BALLOT TO YOUR NOMINEE IN ACCORDANCE
WITH THE ENCLOSED INSTRUCTIONS FROM YOUR NOMINEE, AND IN ANY EVENT, IN SUFFICIENT
TIME TO PERMIT YOUR NOMINEE TO DELIVER A MASTER BALLOT INCLUDING YOUR VOTE TO
THE VOTING AGENT BY THE VOTING DEADLINE. PLEASE CONTACT YOUR NOMINEE WITH ANY
QUESTIONS REGARDING THE DATE IT NEEDS TO RECEIVE YOUR BENEFICIAL OWNER BALLOT TO
TIMELY SUBMIT THE MASTER BALLOT TO THE VOTING AGENT.

IF YOU RECEIVED A RETURN ENVELOPE ADDRESSED TO THE VOTING AGENT:
YOUR NOMINEE HAS PRE-VALIDATED THIS BENEFICIAL OWNER BALLOT.
THEREFORE, YOU MUST RETURN THIS PRE-VALIDATED BENEFICIAL OWNER BALLOT
DIRECTLY TO THE VOTING AGENT SO IT IS **ACTUALLY RECEIVED** ON OR BEFORE THE VOTING
DEADLINE.

On _____, the United States Bankruptcy Court for the Northern District of Illinois (the
"Court") entered an order (the "Disclosure Statement Order") (Docket No. ____), which approved the Disclosure
Statement, dated _____, (as may be modified or amended from time to time, the "Disclosure
Statement") (Docket No. _____) with respect to the Chapter 11 Plan of Reorganization, dated
_____ (as may be modified, supplemented or amended from time to time, the "Plan") (Docket No.
____) and which establishes certain procedures for the solicitation and tabulation of votes to accept or reject the Plan.
Please use this ballot (the "Ballot" or "Beneficial Owner Ballot") to cast your vote to accept or reject the Plan, which
is proposed by Lombard Public Facilities Corporation, the above-captioned debtor and debtor in possession (the
"Debtor"). The Plan is "Exhibit A" to the Disclosure Statement, which accompanies this Ballot.

Any party may request, at the Debtor's expense, hard copies of the Disclosure Statement, together with the

[CUSIP AS INDICATED ON THE ATTACHED EXHIBIT A]

Plan and other exhibits annexed thereto, by contacting the Debtor's agent supervising the solicitation, tabulation, and balloting process, Epiq Bankruptcy Solutions, LLC (the "Voting Agent") (i) via email at tabulation@epiqsystems.com with a reference to "Lombard" in the subject line, or (ii) by telephone, toll free at 1-866-897-6433 (within the US and Canada) or 1-646-282-2500 (outside the US and Canada) and request to speak with a member of the Solicitation team, or (iii) by writing to the Voting Agent at Lombard Public Facilities Corporation c/o Epiq Bankruptcy Solutions, 10300 SW Allen Boulevard, Beaverton, OR 97005. Additional information is also available at no cost on the Debtor's restructuring website at <http://dm.epiq11/lpf>. You may also obtain these documents and any other pleadings filed in the Debtor's chapter 11 case by visiting the Court's website <http://www.ilnb.uscourts.gov>. Note, a PACER password is needed to access documents on the Bankruptcy Court's website. You may wish to seek legal advice concerning the Plan and your classification and treatment under the Plan. **PLEASE NOTE THAT THE VOTING AGENT IS NOT AUTHORIZED TO, AND WILL NOT, PROVIDE LEGAL ADVICE.**

This Beneficial Owner Ballot is being sent to you because records indicate that you are the Beneficial Owner of a Class [Class no.] Claim as of [____], 2017 (the "Voting Record Date"), and, accordingly, you have a right to vote to accept or reject the Plan. This Ballot may not be used for any purpose other than for submitting votes with respect to the Plan. CUSIPS for [Class no.] are identified on **Exhibit A** attached hereto.

If you hold Claims in other Classes in which you are entitled to vote, you will receive a Ballot for each such other Class. If you hold Class [Class no. Class Description] in other accounts you may receive a Ballot for each account. Please complete and return each Ballot you receive.

Your rights are described in the Disclosure Statement, which was included in the Solicitation Package you are receiving with this Ballot (as well as the Plan, Disclosure Statement Order and certain other materials).

THIS BALLOT IS TO BE USED BY BENEFICIAL OWNERS OF CLASS [CLASS NO. CLASS DESCRIPTION] AGAINST THE DEBTOR. PLEASE COMPLETE, SIGN AND DATE THIS BALLOT AND RETURN IT IN THE ENCLOSED ENVELOPE.

The Plan can be confirmed by the Bankruptcy Court and thereby made binding on you if it is accepted by the Holders of at least two-thirds in amount and more than one-half in number in each Voting Class of Claims against the Debtor that actually voted to accept or reject the Plan, as applicable, and if the Plan otherwise satisfies the applicable requirements of section 1129(a) of the Bankruptcy Code. If the requisite acceptances are not obtained, the Bankruptcy Court nonetheless may confirm the Plan if it finds that the Plan (i) provides fair and equitable treatment to, and does not unfairly discriminate against, the Class or Classes rejecting the Plan and (ii) otherwise satisfies the requirements under section 1129(a) of the Bankruptcy Code.

ITEM 1. Claim Amount for Voting Purposes. The undersigned certifies that as of _____ (the "Voting Record Date"), it held a [Class no. Class Description] against the Debtor in the below amount:

Claim Amount: _____

ITEM 2. Vote. The Holder of the [Class no. Class Description] against the Debtor that relates to this Ballot votes (please check only one box):

☐ to ACCEPT the Plan ☐ to REJECT the Plan

[CUSIP AS INDICATED ON THE ATTACHED EXHIBIT A]

ITEM 3. Releases.

IF YOU VOTE TO ACCEPT THE PLAN, YOU ARE BOUND BY THE THIRD-PARTY RELEASE CONTAINED IN SECTION 11.01 OF THE PLAN AND CANNOT OPT OUT OF THE THIRD-PARTY RELEASE.

IF YOU VOTE TO REJECT THE PLAN OR YOU DO NOT VOTE ON THE PLAN, YOU MAY OPT OUT OF THE THIRD-PARTY RELEASE PROVIDED IN SECTION 11.01 OF THE PLAN BY CHECKING THE BOX BELOW AND YOU WILL NOT BE BOUND BY THE THIRD-PARTY RELEASE IN SECTION 11.01. CHECK THE BOX BELOW IF YOU ELECT **NOT** TO GRANT THE THIRD-PARTY RELEASE IN SECTION 11.01 OF THE PLAN. ELECTION TO WITHHOLD CONSENT TO GRANT SUCH RELEASE IS AT YOUR OPTION. IF YOU VOTE TO REJECT THE PLAN AND SUBMIT YOUR BALLOT WITHOUT THIS BOX CHECKED, YOU WILL BE DEEMED TO CONSENT TO THE THIRD-PARTY RELEASE SET FORTH IN SECTION 11.01 OF THE PLAN AND THE RELATED INJUNCTION.

IF YOU ABSTAIN FROM VOTING ON THE PLAN AND YOU DO NOT CHECK THE BOX BELOW, YOU WILL BE BOUND BY THE THIRD-PARTY RELEASE.

The Holder of the Class [Class no. Class Description] against the Debtor set forth in Item 1 has rejected the Plan or not voted on the Plan and determines to:

☐ **Opt Out** of the Third-Party Release in Section 11.01 of the Plan.

ITEM 4. Certifications of Holders of Class [Class no. Class Description] against the Debtor. By completing and returning this Beneficial Owner Ballot, the undersigned Beneficial Owner certifies that either (1) it has not submitted any other Ballots for other Class [Class no. Class Description] against the Debtor held in other accounts or other record names or (2) it has provided the information specified in the following table for all other Class [Class no. Class Description] against the Debtor for which it has submitted additional Beneficial Owner Ballots, each of which indicates the same vote to accept or reject the Plan (please use additional sheets of paper if necessary):

ONLY COMPLETE THIS SECTION IF YOU HAVE VOTED OTHER CLASS [Class no. Class Description] AGAINST THE DEBTOR ON A BENEFICIAL OWNER BALLOT OTHER THAN THIS BENEFICIAL OWNER BALLOT.

Account Number of other Class [Class no.] Claims Voted (if applicable)	Name of Record Holder or Nominee ¹ Holding Other Class [Class no.] Claims Voted (if applicable)	Principal Amount of Other Class [Class no.] Claims Voted	CUSIP of Other Class [Class no.] Claims Voted
		\$	
		\$	
		\$	
		\$	

¹ Insert your name if the Class [Class no.] are held by you in your own name or, if held in street name through a Nominee, insert the name of your broker or bank.

[CUSIP AS INDICATED ON THE ATTACHED EXHIBIT A]

ITEM 5. Certification. By signing this Ballot, the Holder of the Class [Class no. Class Description] against the Debtor certifies that it:

- a. is the Holder of the Class [Class no. Class Description] against the Debtor to which this Ballot pertains or has full power and authority to vote to accept or reject the Plan on behalf of the claimant;
- b. has been provided with a copy of the Plan, Disclosure Statement and the Disclosure Statement Order and acknowledges that the vote set forth on this Ballot is subject to all the terms and conditions set forth in the Plan, Disclosure Statement, and the Disclosure Statement Order;
- c. has not submitted any other Ballots relating to the Class [Class no. Class Description] against the Debtor that are inconsistent with the votes as set forth in this Ballot or that, as limited by the terms of the Disclosure Statement Order and the instructions attached hereto, if such other Ballots were previously submitted, they either have been or are hereby revoked or changed to reflect the vote set forth herein; and
- d. understands that an otherwise properly completed, executed and timely returned Ballot that fails to indicate either acceptance or rejection of the Plan, or that indicates both acceptance and rejection of the Plan, will not be counted.

Name: _____
(Print or Type)

Signature: _____

By: _____
(If Appropriate)

Title: _____
(If Appropriate)

Street Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Date Completed: _____

THE VOTING DEADLINE IS 5:00 P.M. (PREVAILING CENTRAL TIME) ON [____], 2017.

IF YOU RECEIVED A RETURN ENVELOPE ADDRESSED TO THE VOTING AGENT (EPIQ BANKRUPTCY SOLUTIONS, LLC), PLEASE COMPLETE, AND DATE THE BALLOT AND RETURN IT PROMPTLY WITH AN ORIGINAL SIGNED COPY IN THE ENVELOPE PROVIDED SO THAT IT IS ACTUALLY RECEIVED BY THE VOTING AGENT BY THE VOTING DEADLINE.

IF YOU RECEIVED A RETURN ENVELOPE ADDRESSED TO YOUR NOMINEE, PLEASE COMPLETE, SIGN, AND DATE THE BALLOT AND RETURN IT IN ACCORDANCE WITH THE INSTRUCTIONS PROVIDED BY YOUR NOMINEE. PLEASE ALLOW SUFFICIENT TIME FOR YOUR BALLOT TO BE INCLUDED ON A MASTER BALLOT COMPLETED BY YOUR NOMINEE. THE MASTER BALLOT MUST BE ACTUALLY RECEIVED BY THE VOTING AGENT ON OR BEFORE THE VOTING DEADLINE.

[CUSIP AS INDICATED ON THE ATTACHED EXHIBIT A]

IF YOU HAVE QUESTIONS REGARDING THIS BALLOT OR THE VOTING PROCEDURES, OR IF YOU NEED AN ADDITIONAL COPIES OF THE DISCLOSURE STATEMENT OR OTHER ENCLOSED MATERIALS, PLEASE CALL THE VOTING AGENT TOLL FREE AT 1-866- 897-6433 (US AND CANADA) OR 1-646-282-2500 (OUTSIDE US AND CANADA) AND REQUEST TO SPEAK WITH A MEMBER OF THE SOLICITATION TEAM.

PLEASE NOTE THAT THE VOTING AGENT IS NOT AUTHORIZED TO, AND WILL NOT, PROVIDE LEGAL ADVICE.

[CUSIP AS INDICATED ON THE ATTACHED EXHIBIT A]

VOTING INSTRUCTIONS

- (a) All capitalized terms used in the Ballot or these instructions but not otherwise defined therein shall have the meanings ascribed to them in the Plan or the Disclosure Statement Order, as applicable. In the event of a conflict between the Plan, the Ballot and the Disclosure Statement, the terms of the Plan shall control.
- (b) To ensure that your vote is counted, you must: (a) complete your Beneficial Owner Ballot in accordance with these instructions; (b) clearly indicate your decision either to accept or reject the Plan in the boxes provided in Item 2 of the Beneficial Owner Ballot; (c) review and complete Items 3 and 4 in accordance with the instructions therein; and (d) clearly sign and return an original of your Beneficial Owner Ballot to the address set forth on the enclosed pre-addressed envelope. Your vote whether cast on a Beneficial Owner Ballot or a Master Ballot must be **received** by the Voting Deadline.
- (c) **Return of Beneficial Owner Ballots:** Your Beneficial Owner Ballot (if pre-validated) and/or the Master Ballot incorporating the vote cast on your Beneficial Owner Ballot MUST be returned to the Voting Agent so as to be actually received by the Voting Agent on or before the Voting Deadline, which is [____], at [5:00 p.m.] (**prevailing Central Time**). To ensure your vote is counted toward confirmation of the Plan, please read the following information carefully so that you understand where your Beneficial Owner Ballot must be sent in order for it to be received before the Voting Deadline:
- **Pre-validated Beneficial Owner Ballot:** If you received a Beneficial Owner Ballot and a return envelope addressed to the Voting Agent, you must return your completed Beneficial Owner Ballot directly to the Voting Agent so that it is actually received by the Voting Agent on or before the Voting Deadline.
 - **Not Pre-validated Beneficial Owner Ballot:** If you received a Beneficial Owner Ballot and a return envelope addressed to your Nominee, you must return your completed Beneficial Owner Ballot directly to Nominee in sufficient time to permit your Nominee to deliver a Master Ballot including your vote to the Voting Agent the Voting Deadline.
- The Voting Agent will not accept any ballots by email, facsimile or other electronic means.** If you are directed by your Nominee to submit the Beneficial Owner Ballot to the Nominee via electronic means, such instructions to your Nominee shall have the same effect as if you had completed and returned a physical Beneficial Owner Ballot, including all certifications.
- (d) The method of delivery of Beneficial Owner Ballots to the Voting Agent or your Nominee is at the election and risk of each Holder of a Claim against the Debtor. Except as otherwise provided herein, such delivery will be deemed made only when the Voting Agent actually receives the originally executed Pre-validated Beneficial Owner Ballot or Master Ballot incorporating the Beneficial Owner Ballot. Instead of effecting delivery by first-class mail, it is recommended, though not required, that Holders use an overnight or hand delivery service. In all cases, Holders should allow sufficient time to assure timely delivery.
- (e) If you believe you received the wrong Ballot, or if you need additional Ballots, please immediately contact the Voting Agent (i) via email at tabulation@epiqsystems.com with a reference to "Lombard" in the subject line or (ii) by telephone, toll free at 1-866-897-6433 (within the US and Canada) or 1-646-282-2500 (outside the US and Canada) and request to speak with a member of the Solicitation team.
- (f) This Ballot does not constitute, and shall not be deemed to be, a proof of claim or an assertion or admission of a Claim.

[CUSIP AS INDICATED ON THE ATTACHED EXHIBIT A]

- (g) If you hold Claims in more than one Class under the Plan, you may receive more than one Ballot for each different Class or if you hold Class [Class no. Class Description] in other accounts you may receive a Ballot for each account. Each Ballot votes only your Claims indicated on that Ballot. Please complete and return each Ballot you receive
- (h) **Please be sure to sign and date your Ballot.** If you are signing a Ballot in your capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation or otherwise acting in a fiduciary or representative capacity, you must indicate such capacity when signing and, if required or requested by the Voting Agent, the Debtor or the Bankruptcy Court, must submit proper evidence to the requesting party to so act on behalf of such Holder.

[CUSIP AS INDICATED ON THE ATTACHED EXHIBIT A]

EXHIBIT A

Your Nominee may have checked a box below to indicate which Class [Class no. Class Description] this Ballot pertains, or otherwise provided that information to you on a label or schedule attached to the Ballot.

CLASS [CLASS NO. CLASS DESCRIPTION]

	BOND DESCRIPTION	CUSIP
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		

A3- Registered Holder Ballot

Exhibit A1-A4 to Order Ballots

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

In re:) Chapter 11
))
LOMBARD PUBLIC FACILITIES) Case No. 17-22517
CORPORATION,))
Debtor.))
)) Honorable Jacqueline P. Cox
))
_____)

BALLOT FOR ACCEPTING OR REJECTING
THE DEBTOR'S CHAPTER 11 PLAN OF REORGANIZATION

CLASS [CLASS NO. 6 CLASS DESCRIPTION]

PLEASE READ CAREFULLY AND FOLLOW THE ENCLOSED INSTRUCTIONS FOR
COMPLETING THIS BALLOT **BEFORE** COMPLETING THIS BALLOT.

THE BALLOT MUST BE COMPLETED, EXECUTED AND RETURNED SO THAT IT IS **ACTUALLY
RECEIVED** BY THE VOTING AGENT ON OR BEFORE [____], 2017 AT [5:00 P.M.] (PREVAILING
CENTRAL TIME) (THE "VOTING DEADLINE").

On _____, the United States Bankruptcy Court for the Northern District of Illinois (the
"Court") entered an order (the "Disclosure Statement Order") (Docket No. ____), which approved the Disclosure
Statement, dated _____, (as may be modified or amended from time to time, the "Disclosure
Statement") (Docket No. _____) with respect to the Chapter 11 Plan of Reorganization, dated
_____ (as may be modified, supplemented or amended from time to time, the "Plan") (Docket No.
____) and which establishes certain procedures for the solicitation and tabulation of votes to accept or reject the Plan.
Please use this ballot (the "Ballot") to cast your vote to accept or reject the Plan, which is proposed by Lombard
Public Facilities Corporation, the above-captioned debtor and debtor in possession (the "Debtor"). The Plan is
"Exhibit A" to the Disclosure Statement, which accompanies this Ballot.

Any party may request, at the Debtor's expense, hard copies of the Disclosure Statement, together with the
Plan and other exhibits annexed thereto, by contacting the Debtor's agent supervising the solicitation, tabulation,
and balloting process, Epiq Bankruptcy Solutions, LLC (the "Voting Agent") (i) via email at
tabulation@epiqsystems.com with a reference to "Lombard" in the subject line, or (ii) by telephone, toll free at 1-
866-897-6433 (within the US and Canada) or 1-646-282-2500 (outside the US and Canada) and request to speak
with a member of the Solicitation team, or (iii) by writing to the Voting Agent at Lombard Public Facilities
Corporation c/o Epiq Bankruptcy Solutions, 10300 SW Allen Boulevard, Beaverton, OR 97005. Additional
information is also available at no cost on the Debtor's restructuring website at <http://dm.epiq11/lpf>. **You may also
obtain these documents and any other pleadings filed in the Debtor's chapter 11 case by visiting the Court's
website <http://www.ilnb.uscourts.gov>.** Note, a PACER password is needed to access documents on the
Bankruptcy Court's website. You may wish to seek legal advice concerning the Plan and your classification and
treatment under the Plan. **PLEASE NOTE THAT THE VOTING AGENT IS NOT AUTHORIZED TO, AND
WILL NOT, PROVIDE LEGAL ADVICE.**

This Ballot is being sent to you because records indicate that you are the Holder of a Class [Class no.]
Claim as of [____], 2017 (the "Voting Record Date"), and, accordingly, you have a right to vote to accept or

reject the Plan. This Ballot may not be used for any purpose other than for submitting votes with respect to the Plan. .

If you hold Claims in other Classes in which you are entitled to vote, you will receive a Ballot for each such other Class. If you hold Class [Class no. Class Description] in other accounts you may receive a Ballot for each account. Please complete and return each Ballot you receive.

Your rights are described in the Disclosure Statement, which was included in the Solicitation Package you are receiving with this Ballot (as well as the Plan, Disclosure Statement Order and certain other materials).

THIS BALLOT IS TO BE USED BY REGISTERED HOLDERS OF CLASS [CLASS NO. CLASS DESCRIPTION] AGAINST THE DEBTOR. PLEASE COMPLETE, SIGN AND DATE THIS BALLOT AND RETURN IT IN THE ENCLOSED ENVELOPE.

The Plan can be confirmed by the Bankruptcy Court and thereby made binding on you if it is accepted by the Holders of at least two-thirds in amount and more than one-half in number in each Voting Class of Claims against the Debtor that actually voted to accept or reject the Plan, as applicable, and if the Plan otherwise satisfies the applicable requirements of section 1129(a) of the Bankruptcy Code. If the requisite acceptances are not obtained, the Bankruptcy Court nonetheless may confirm the Plan if it finds that the Plan (i) provides fair and equitable treatment to, and does not unfairly discriminate against, the Class or Classes rejecting the Plan and (ii) otherwise satisfies the requirements under section 1129(a) of the Bankruptcy Code. .

ITEM 1. Claim Amount for Voting Purposes. The undersigned certifies that as of _____ (the "Voting Record Date"), it held a [Class no. Class Description] against the Debtor in the below amount:

Claim Amount: _____

ITEM 2. Vote. The Holder of the [Class no. Class Description] against the Debtor that relates to this Ballot votes (please check only one box):



to **ACCEPT** the Plan



to **REJECT** the Plan

[Remainder of page intentionally blank]

ITEM 3. Releases.

IF YOU VOTE TO ACCEPT THE PLAN, YOU ARE BOUND BY THE THIRD-PARTY RELEASE CONTAINED IN SECTION 11.01 OF THE PLAN AND CANNOT OPT OUT OF THE THIRD-PARTY RELEASE.

IF YOU VOTE TO REJECT THE PLAN OR YOU DO NOT VOTE ON THE PLAN, YOU MAY OPT OUT OF THE THIRD-PARTY RELEASE PROVIDED IN SECTION 11.01 OF THE PLAN BY CHECKING THE BOX BELOW AND YOU WILL NOT BE BOUND BY THE THIRD-PARTY RELEASE IN SECTION 11.01. CHECK THE BOX BELOW IF YOU ELECT **NOT** TO GRANT THE THIRD-PARTY RELEASE IN SECTION 11.01 OF THE PLAN. ELECTION TO WITHHOLD CONSENT TO GRANT SUCH RELEASE IS AT YOUR OPTION. IF YOU VOTE TO REJECT THE PLAN AND SUBMIT YOUR BALLOT WITHOUT THIS BOX CHECKED, YOU WILL BE DEEMED TO CONSENT TO THE THIRD-PARTY RELEASE SET FORTH IN SECTION 11.01 OF THE PLAN AND THE RELATED INJUNCTION.

IF YOU ABSTAIN FROM VOTING ON THE PLAN AND YOU DO NOT CHECK THE BOX BELOW, YOU WILL BE BOUND BY THE THIRD-PARTY RELEASE.

The Holder of the Class [Class no. Class Description] against the Debtor set forth in Item 1 has rejected the Plan or not voted on the Plan and determines to:

☐ **Opt Out** of the Third-Party Release in SECTION 11.01 of the Plan.

ITEM 4. Certifications of Holders of Class [Class no. Class Description] against the Debtor. By completing and returning this Ballot, the undersigned certifies that either (1) it has not submitted any other Ballots for other Class [Class no. Class Description] against the Debtor held in other accounts or other record names or (2) it has provided the information specified in the following table for all other Class [Class no. Class Description] against the Debtor for which it has submitted additional Ballots, each of which indicates the same vote to accept or reject the Plan (please use additional sheets of paper if necessary):

ONLY COMPLETE THIS SECTION IF YOU HAVE VOTED OTHER CLASS [CLASS NO. CLASS DESCRIPTION] AGAINST THE DEBTOR ON A BALLOT OTHER THAN THIS BALLOT.

Account Number of other Class [Class no.] Claims Voted (if applicable)	Name of Record Holder or Nominee ¹ Holding Other Class [Class no.] Claims Voted (if applicable)	Principal Amount of Other Class [Class no.] Claims Voted	CUSIP of Other Class [Class no.] Claims Voted
		\$	
		\$	
		\$	
		\$	

¹ Insert your name if the Class [Class no.] are held by you in your own name or, if held in street name through a Nominee, insert the name of your broker or bank.

- ITEM 5. Certification.** By signing this Ballot, the Holder of the Class [Class no. Class Description] against the Debtor certifies that it:
- a. is the Holder of the Class [Class no. Class Description] against the Debtor to which this Ballot pertains or has full power and authority to vote to accept or reject the Plan on behalf of the claimant;
 - b. has been provided with a copy of the Plan, Disclosure Statement and the Disclosure Statement Order and acknowledges that the vote set forth on this Ballot is subject to all the terms and conditions set forth in the Plan, Disclosure Statement, and the Disclosure Statement Order;
 - c. has not submitted any other Ballots relating to the Class [Class no. Class Description] against the Debtor that are inconsistent with the votes as set forth in this Ballot or that, as limited by the terms of the Disclosure Statement Order and the instructions attached hereto, if such other Ballots were previously submitted, they either have been or are hereby revoked or changed to reflect the vote set forth herein; and
 - d. understands that an otherwise properly completed, executed and timely returned Ballot that fails to indicate either acceptance or rejection of the Plan, or that indicates both acceptance and rejection of the Plan, will not be counted.

Name: _____
(Print or Type)

Signature: _____

By: _____
(If Appropriate)

Title: _____
(If Appropriate)

Street Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Date Completed: _____

THE VOTING DEADLINE IS 5:00 P.M. (PREVAILING CENTRAL TIME) ON [____], 2017.

PLEASE COMPLETE, SIGN AND DATE THIS BALLOT AND RETURN IT PROMPTLY IN THE ENVELOPE PROVIDED SO THAT IS RECEIVED BY THE VOTING DEADLINE.

IF THE VOTING AGENT DOES NOT ACTUALLY RECEIVE THIS BALLOT ON OR BEFORE THE VOTING DEADLINE (AND IF THE VOTING DEADLINE IS NOT EXTENDED), YOUR VOTE TRANSMITTED BY THIS BALLOT WILL NOT BE COUNTED TOWARD CONFIRMATION.

IF YOU HAVE QUESTIONS REGARDING THIS BALLOT OR THE VOTING PROCEDURES, OR IF YOU NEED AN ADDITIONAL COPIES OF THE DISCLOSURE STATEMENT OR OTHER ENCLOSED MATERIALS, PLEASE CALL THE VOTING AGENT TOLL FREE AT 1-866- 897-6433 (US AND CANADA) OR 1-646-282-2500 (OUTSIDE US AND CANADA) AND REQUEST TO SPEAK WITH A MEMBER OF THE SOLICITATION TEAM.

PLEASE NOTE THAT THE VOTING AGENT IS NOT AUTHORIZED TO, AND WILL NOT, PROVIDE LEGAL ADVICE.

VOTING INSTRUCTIONS

- (a) All capitalized terms used in the Ballot or these instructions but not otherwise defined therein shall have the meanings ascribed to them in the Plan or the Disclosure Statement Order, as applicable. In the event of a conflict between the Plan, the Ballot and the Disclosure Statement, the terms of the Plan shall control.
- (b) Please read and follow these instructions carefully. You must submit your Ballot to the Voting Agent so that it is actually received by the Voting Agent on or before the [], [5:00 p.m. (prevailing Central Time) Voting Deadline], unless such time is extended, or your Ballot will not be counted. DO NOT SUBMIT YOUR BALLOT BY FAX, E-MAIL, OR OTHER ELECTRONIC MEANS. **Return your Ballot in the envelope provided or to:**

If by regular mail:	If by messenger or overnight delivery:
Lombard Public Facilities Corporation Ballot Processing c/o Epiq Bankruptcy Solutions, LLC P.O. Box 4422 Beaverton, OR 97076-4422	Lombard Public Facilities Corporation Ballot Processing c/o Epiq Bankruptcy Solutions, LLC 10300 SW Allen Boulevard Beaverton, OR 97005

**BALLOTS SHOULD *NOT* BE SENT TO THE DEBTORS OR THEIR ATTORNEYS.
BALLOTS RECEIVED VIA EMAIL OR FACSIMILE WILL *NOT* BE COUNTED.**

- (c) In order for your vote to count, you must:
- Complete and certify the amount of your Claim in Item 1;
 - Cast ONE vote to accept or reject the Plan by checking the proper box in Item 2;
 - Review Item 3 and Item 4 and follow the instructions therein;
 - Review and sign the certifications in Item 5;
 - Sign the Ballot — Your original signature is required on the Ballot in order for your vote to count;
 - If you are completing the Ballot on behalf of an entity, indicate your relationship with such entity and the capacity in which you are signing, and provide proof of your authorization to so sign. In addition, please provide your name and mailing address if different from that set forth on the attached mailing label or if no such mailing label is attached to the Ballot; and
 - Return the completed Ballot to the Voting Agent in the envelope enclosed with this Ballot so that it is actually received by the Voting Agent no later than the Voting Deadline.
- (d) If you believe you received the wrong Ballot, or if you need additional Ballots, please immediately contact the Voting Agent, (i) via email at tabulation@epiqsystems.com with a reference to “Lombard” in the subject line or (ii) by telephone toll free at 1-866-897-6433 (within the US and Canada) or 1-646-282-2500 (outside the US and Canada) and request to speak with a member of the Solicitation team.

- (e) This Ballot does not constitute, and shall not be deemed to be, a proof of claim or an assertion or admission of a Claim.
- (f) If you hold Claims in more than one Class under the Plan, you may receive more than one Ballot for each different Class. Each Ballot votes only your Claims indicated on that Ballot. Please complete and return each Ballot you receive.

A4- General Unsecured Claim Ballot

Exhibit A1-A4 to Order Ballots

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

In re:	)	Chapter 11
)	
LOMBARD PUBLIC FACILITIES	)	Case No. 17-22517
CORPORATION,)	
	)	Hon. Jacqueline P. Cox
Debtor.)	
_____)	

**BALLOT FOR ACCEPTING OR REJECTING
THE DEBTOR'S CHAPTER 11 PLAN OF REORGANIZATION**

CLASS [CLASS NO.] GENERAL UNSECURED CLAIMS

PLEASE READ CAREFULLY AND FOLLOW THE ENCLOSED INSTRUCTIONS FOR
COMPLETING THIS BALLOT **BEFORE** COMPLETING THIS BALLOT.

THE BALLOT MUST BE COMPLETED, EXECUTED AND RETURNED SO THAT IT IS **ACTUALLY
RECEIVED** BY THE VOTING AGENT ON OR BEFORE [____], 2017 AT [5:00 P.M.] (PREVAILING
CENTRAL TIME) (THE "VOTING DEADLINE").

On _____, the United States Bankruptcy Court for the Northern District of Illinois (the "Court") entered an order (the "Disclosure Statement Order") (Docket No. ____), which approved the Disclosure Statement, dated _____, (as may be modified or amended from time to time, the "Disclosure Statement") (Docket No. _____) with respect to the Chapter 11 Plan of Reorganization, dated _____ (as may be modified, supplemented or amended from time to time, the "Plan") (Docket No. _____) and which establishes certain procedures for the solicitation and tabulation of votes to accept or reject the Plan. Please use this ballot (the "Ballot") to cast your vote to accept or reject the Plan, which is proposed by Lombard Public Facilities Corporation, the above-captioned debtor and debtor in possession (the "Debtor"). The Plan is "Exhibit A" to the Disclosure Statement, which accompanies this Ballot.

Any party may request, at the Debtor's expense, hard copies of the Disclosure Statement, together with the Plan and other exhibits annexed thereto, by contacting the Debtor's agent supervising the solicitation, tabulation, and balloting process, Epiq Bankruptcy Solutions, LLC (the "Voting Agent") (i) via email at tabulation@epiqsystems.com with a reference to "Lombard" in the subject line, or (ii) by telephone, toll free at 1-866-897-6433 (within the US and Canada) or 1-646-282-2500 (outside the US and Canada) and request to speak with a member of the Solicitation team, or (iii) by writing to the Voting Agent at Lombard Public Facilities Corporation c/o Epiq Bankruptcy Solutions, 10300 SW Allen Boulevard, Beaverton, OR 97005. Additional information is also available at no cost on the Debtor's restructuring website at <http://dm.epiq11/lpf>. **You may also obtain these documents and any other pleadings filed in the Debtor's chapter 11 case by visiting the Court's website <http://www.ilnb.uscourts.gov>.** Note, a PACER password is needed to access documents on the Bankruptcy Court's website. You may wish to seek legal advice concerning the Plan and your classification and treatment under the Plan. **PLEASE NOTE THAT THE VOTING AGENT IS NOT AUTHORIZED TO, AND WILL NOT, PROVIDE LEGAL ADVICE.**

This Ballot is being sent to you because records indicate that you are the Holder of a Class [Class no.] General Unsecured Claim as of [____], 2017 (the "Voting Record Date"), and, accordingly, you have a right to vote to accept or reject the Plan. This Ballot may not be used for any purpose other than for submitting votes with respect to the Plan. the Holders of General Unsecured Claims against the Debtor (as these terms are defined in the Plan and Disclosure Statement Order, as applicable). If you hold Claims in other Classes in which you are entitled to vote, you will receive a Ballot for each such other Class. Please complete and return each Ballot you receive.

Your rights are described in the Disclosure Statement, which was included in the Solicitation Package you are receiving with this Ballot (as well as the Plan, Disclosure Statement Order and certain other materials).

THIS BALLOT IS TO BE USED BY HOLDERS OF CLASS [CLASS NO.] GENERAL UNSECURED CLAIMS AGAINST THE DEBTOR. PLEASE COMPLETE, SIGN AND DATE THIS BALLOT AND RETURN IT IN THE ENCLOSED ENVELOPE SO IT IS ACTUALLY RECEIVED BY THE VOTING AGENT BY THE VOTING DEADLINE.

The Plan can be confirmed by the Bankruptcy Court and thereby made binding on you if it is accepted by the Holders of at least two-thirds in amount and more than one-half in number of the Allowed General Unsecured Claims against the Debtor that were voted to accept or reject the Plan and if the Plan otherwise satisfies the applicable requirements of section 1129(a) of the Bankruptcy Code. If the requisite acceptances are not obtained, the Bankruptcy Court nonetheless may confirm the Plan if it finds that the Plan (i) provides fair and equitable treatment to, and does not unfairly discriminate against, the Class or Classes rejecting the Plan and (ii) otherwise satisfies the requirements under section 1129(a) of the Bankruptcy Code.

ITEM 1. Claim Amount for Voting Purposes. The undersigned certifies that as of [____], 2017 (the "Voting Record Date"), it held Class [Class no.] General Unsecured Claim(s) against the Debtor in the following aggregate amount:¹

Claim Amount: _____

ITEM 2. Vote. The Holder of the General Unsecured Claim against the Debtor that relates to this Ballot votes:

☐ to **ACCEPT** the Plan ☐ to **REJECT** the Plan

ITEM 3. Releases.

IF YOU VOTE TO ACCEPT THE PLAN, YOU ARE BOUND BY THE THIRD-PARTY RELEASE CONTAINED IN ARTICLE 11.1(c) OF THE PLAN AND CANNOT OPT OUT OF THE THIRD-PARTY RELEASE.

IF YOU VOTE TO REJECT THE PLAN OR YOU DO NOT VOTE ON THE PLAN, YOU MAY OPT OUT OF THE THIRD-PARTY RELEASE PROVIDED IN ARTICLE 11.1(c) OF THE PLAN BY CHECKING THE BOX BELOW AND YOU WILL NOT BE BOUND BY THE THIRD-PARTY RELEASE IN ARTICLE 11.1(c). CHECK THE BOX BELOW IF YOU ELECT **NOT** TO GRANT THE THIRD-PARTY RELEASE IN ARTICLE 11.1(c) OF THE PLAN. ELECTION TO WITHHOLD CONSENT TO GRANT SUCH RELEASE IS AT YOUR OPTION. IF YOU VOTE TO REJECT THE PLAN AND SUBMIT YOUR BALLOT WITHOUT THIS BOX CHECKED, YOU WILL BE DEEMED TO CONSENT TO THE THIRD-PARTY RELEASE SET FORTH IN ARTICLE 11.1(c) OF THE PLAN AND THE RELATED INJUNCTION.

IF YOU ABSTAIN FROM VOTING ON THE PLAN AND YOU DO NOT CHECK THE BOX BELOW, YOU WILL BE BOUND BY THE THIRD-PARTY RELEASE.

The Holder of the General Unsecured Claim against the Debtor set forth in Item 1 has rejected the Plan or not voted on the Plan and determines to:

☐ **Opt Out** of the Third-Party Release in Article 11.1(c) of the Plan.

¹ For voting purposes only, subject to tabulation rules.

ITEM 4. Certifications of Holders of Class [Class no.] General Unsecured Claims against the Debtor.
By completing and returning this Ballot, the undersigned Holder certifies that it

- a. is the Holder of the Class [Class no.] General Unsecured Claim(s) against the Debtor to which this Ballot pertains or has full power and authority to vote to accept or reject the Plan on behalf of the claimant;
- b. has been provided with a copy of the Plan, Disclosure Statement and the Disclosure Statement Order and acknowledges that the vote set forth on this Ballot is subject to all the terms and conditions set forth in the Plan, Disclosure Statement, and the Disclosure Statement Order;
- c. has not submitted any other Ballots relating to the Class [Class no.] General Unsecured Claims against the Debtor that are inconsistent with the votes as set forth in this Ballot or that, as limited by the terms of the Disclosure Statement Order and the instructions attached hereto, if such other Ballots were previously submitted, they either have been or are hereby revoked or changed to reflect the vote set forth herein; and
- d. understands that an otherwise properly completed, executed and timely returned Ballot that fails to indicate either acceptance or rejection of the Plan, or that indicates both acceptance and rejection of the Plan, will not be counted.

Name: _____
(Print or Type)

Signature: _____

By: _____
(If Appropriate)

Title: _____
(If Appropriate)

Street Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Date Completed: _____

THE VOTING DEADLINE IS 5:00 P.M. (PREVAILING CENTRAL TIME) ON [____], 2017.

PLEASE COMPLETE, SIGN AND DATE THIS BALLOT AND RETURN IT PROMPTLY IN THE ENVELOPE PROVIDED SO THAT IS RECEIVED BY THE VOTING DEADLINE.

IF THE VOTING AGENT DOES NOT ACTUALLY RECEIVE THIS BALLOT ON OR BEFORE THE VOTING DEADLINE (AND IF THE VOTING DEADLINE IS NOT EXTENDED), YOUR VOTE TRANSMITTED BY THIS BALLOT WILL NOT BE COUNTED TOWARD CONFIRMATION.

IF YOU HAVE QUESTIONS REGARDING THIS BALLOT OR THE VOTING PROCEDURES, OR IF YOU NEED AN ADDITIONAL BALLOT OR ADDITIONAL COPIES OF THE DISCLOSURE STATEMENT OR OTHER ENCLOSED MATERIALS, PLEASE CALL THE VOTING AGENT, TOLL FREE AT 1-866-897-6433 (WITHIN THE US AND CANADA) OR 1-646-282-2500 (OUTSIDE THE US AND CANADA) AND REQUEST TO SPEAK WITH A MEMBER OF THE SOLICITATION TEAM. PLEASE NOTE THAT THE VOTING AGENT IS NOT AUTHORIZED TO, AND WILL NOT, PROVIDE LEGAL ADVICE.

VOTING INSTRUCTIONS

- (a) All capitalized terms used in the Ballot or these instructions but not otherwise defined therein shall have the meanings ascribed to them in the Plan or the Disclosure Statement Order, as applicable. In the event of a conflict between the Plan, the Ballot and the Disclosure Statement, the terms of the Plan shall control.
- (b) Please read and follow these instructions carefully. You must submit your Ballot to the Voting Agent so that it is actually received by the Voting Agent on or before the [____], [5:00 p.m.] (prevailing Central Time) Voting Deadline, unless such time is extended, or your Ballot will not be counted. DO NOT SUBMIT YOUR BALLOT BY FAX, E-MAIL, OR OTHER ELECTRONIC MEANS. **Return your Ballot in the envelope provided or to:**

If by regular mail:	If by messenger or overnight delivery:
Lombard Public Facilities Corporation Ballot Processing c/o Epiq Bankruptcy Solutions, LLC P.O. Box 4422 Beaverton, OR 97076-4422	Lombard Public Facilities Corporation Ballot Processing c/o Epiq Bankruptcy Solutions, LLC 10300 SW Allen Boulevard Beaverton, OR 97005

**BALLOTS SHOULD *NOT* BE SENT TO THE DEBTORS OR THEIR ATTORNEYS.
BALLOTS RECEIVED VIA EMAIL OR FACSIMILE WILL *NOT* BE COUNTED.**

- (c) In order for your vote to count, you must:
- Complete and certify the amount of your Claim in Item 1;
 - Cast ONE vote to accept or reject the Plan by checking the proper box in Item 2;
 - Review Item 3 and follow the instructions therein;
 - Review and sign the certifications in Item 4;
 - Sign the Ballot — Your original signature is required on the Ballot in order for your vote to count;
 - If you are completing the Ballot on behalf of an entity, indicate your relationship with such entity and the capacity in which you are signing, and provide proof of your authorization to so sign. In addition, please provide your name and mailing address if different from that set forth on the attached mailing label or if no such mailing label is attached to the Ballot; and
 - Return the completed Ballot to the Voting Agent in the envelope enclosed with this Ballot so that it is actually received by the Voting Agent no later than the Voting Deadline.
- (d) If you believe you received the wrong Ballot, or if you need additional Ballots, please immediately contact the Voting Agent, (i) via email at tabulation@epiqsystems.com with a reference to “Lombard” in the subject line or (ii) by telephone toll free at 1-866-897-6433 (within the US and Canada) or 1-646-282-2500 (outside the US and Canada) and request to speak with a member of the Solicitation team. .
- (e) This Ballot does not constitute, and shall not be deemed to be, a proof of claim or an assertion or admission of a Claim.
- (f) If you hold Claims in more than one Class under the Plan, you may receive more than one Ballot for each different Class. Each Ballot votes only your Claims indicated on that Ballot. Please complete and return each Ballot you receive.

- (g) **Please be sure to sign and date your Ballot.** If you are signing a Ballot in your capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation or otherwise acting in a fiduciary or representative capacity, you must indicate such capacity when signing and, if required or requested by the Voting Agent, the Debtor or the Bankruptcy Court, must submit proper evidence to the requesting party to so act on behalf of such Holder. In addition, please provide your name and mailing address if it is different from that set forth on the attached mailing label or if no such mailing label is attached to the Ballot.

1

Exhibit B to Order
Solicitation Cover Letter

**LOMBARD PUBLIC FACILITIES CORPORATION
BANKRUPTCY CASE NO. 17-22517 PENDING IN
THE U.S. BANKRUPTCY COURT, NORTHERN DISTRICT OF ILLINOIS**

[DATE]

To the Creditors of Lombard Public Facilities Corporation:

By order dated _____ (Docket No. []) (the “Disclosure Statement Order”), the United States Bankruptcy Court for the Northern District of Illinois (the “Bankruptcy Court”) approved the disclosure statement (the “Disclosure Statement”) related to *Chapter 11 Plan of Reorganization* (as may be further amended from time to time and including all exhibits and supplements, the “Plan”)¹ of Lombard Public Facilities Corporation (the “Debtor”).

Pursuant to the Disclosure Statement Order, the Debtor is soliciting your vote on the Plan. The following materials are contained in the solicitation package accompanying this letter:

1. A notice of approval of the Disclosure Statement entitled: “Notice of (A) Approval of the Disclosure Statement, (B) Hearing to Consider Confirmation of the Plan, (C) Deadline for Filing Objections to Confirmation of the Plan; and (D) Deadline for Voting on the Plan”
2. A CD-ROM or flash drive containing the Disclosure Statement, with all exhibits, including the Plan as Exhibit A and the Disclosure Statement Order (without exhibits).
3. A ballot to vote on the Plan and a return envelope.

I. The Plan

The Debtor believes the Plan provides the best recovery for the Debtor’s creditors and provides the Debtor’s creditors with the greatest opportunity for a recovery. **As set forth more fully in the Disclosure Statement, the Debtor requests that you vote to accept the Plan and return the ballot in accordance with the voting instructions described in your ballot.**

The Debtor has been engaged in lengthy and complex negotiations with ACA Financial Guaranty Corporation (the “**Bond Insurer**”), and certain bondholders holding a substantial majority of the outstanding debt (the “**Consenting Bondholders**”), the Village of Lombard (“**Village**”), and the managers of the hotel (“**Hotel Manager**”) and restaurant (“**Restaurant Manager**”) which culminated in a consensual restructuring constituting the foundation for the Plan and Disclosure Statement (the “**Consensual Restructuring**”). The Consensual Restructuring is memorialized in that certain Restructuring Support Agreement dated as of July 25, 2017 by and among the Debtor, the Consenting Bondholders, the Village and the Bond Insurer (the “**Global RSA**”); that certain Restructuring Support Agreement dated July 19, 2017 by and among the Debtor, the Hotel Manager and the Bond Insurer (the “**Hotel RSA**”); and that certain Restructuring Support Agreement dated July 19, 2017 by and among the Debtor, the Bond Insurer and the Restaurant Manager (the “**Restaurant RSA**”)(the Global RSA, the Hotel RSA and the Restaurant RSA shall be sometimes collectively referred to as the “**Plan RSAs**”). The Plan incorporates the terms of the Plan RSA’s.

¹ Any capitalized terms used but not defined herein have the meaning ascribed to them in the Plan

Because the Plan provides the greatest likelihood of recovery to Holders of Allowed Claims in this Chapter 11 Case, the Debtor and the Plan Support Parties strongly encourage all Holders of Claims entitled to vote on the Plan to vote to accept the Plan.

Important information regarding the Plan is set forth in the Disclosure Statement. All creditors should carefully read the Disclosure Statement prior to voting on the Plan. The Disclosure Statement includes, among other things, a detailed explanation of the treatment of Claims under the Plan; a description of the transactions through which the Plan will be implemented; a description of the Debtor's business and the events leading to the filing of the bankruptcy case; a discussion of the risk factors involved in confirmation and consummation of the Plan; and a description of the Plan's release and exculpation provisions.

II. Deadlines and Timing

The Plan and Disclosure Statement contain record dates and deadlines that are important, including (but not limited to) the following:

- December 1, 2017 was the record date for voting. You can only vote Claims you held on December 1, 2017.
- January 4, 2018 at 4:00 p.m. (prevailing Central Time) is the objection deadline for filing and serving objections to confirmation of the Plan.
- January 4, 2018 at 4:00 p.m. (prevailing Central Time) is the voting deadline for Creditors to submit their ballot so that it is actually received by the Debtor's voting agent, Epiq Bankruptcy Solutions, LLC. (the "Voting Agent").
- January 4, 2018 at 4:00 p.m. (prevailing Central Time) is the date and time by which by which Opt-Out Election Forms (with respect to the Commutation Offer) must be returned by Holders of Series A-2 Bonds.
- January 11, 2018 at 11:00 a.m. (prevailing Central Time) is the date for the hearing on confirmation of the Plan.

Please review the Disclosure Statement for other dates and deadlines that may be important to you.

III. Releases

Article XI of the Plan includes release and injunction provisions that affect the rights of Holders of Claims against in the Debtor and certain other "Released Parties" (as defined in the Plan and which include certain non-debtor parties).

In particular, please carefully review Section 11.01 of the Plan as your rights may be affected. Section 11.01 of the Plan contains multiple releases of claims, causes of action, obligations, suits, judgments, damages, debts, rights, remedies, and liabilities that are or may be based in whole or part on any act, omission, transaction, event, or other circumstance taking place or existing on or prior to the Effective Date in connection with or related to certain pre- and postpetition acts, as more fully described in Section 11.01 of the Plan, against the Released Parties by (i) Holders of Claims who submit a ballot voting to accept the Plan, (ii) Holders of Claims who submit a ballot voting to reject the Plan and do not

affirmatively “opt out” of the releases and (iii) Holders of Claims who abstain from voting on the Plan and do not affirmatively opt out of this release.

Holders of Claims will be bound by the releases set forth in Section 11.01 unless they (i) are entitled to vote on the Plan, (ii) vote to reject the Plan or abstain from voting and (iii) return a ballot opting out of these releases.

Therefore, if you submit a ballot voting to accept the Plan you will be deemed to have consented to the releases and related matters set forth therein and to have released claims against the Released Parties. If you do not vote or you submit a ballot voting to reject the Plan *and* you do not opt out of the release provision in Article 11.01 of the Plan by checking the opt out box in the ballot, you will be deemed to have consented to the releases and related matters set forth therein and to have released claims against the Released Parties.

IV. Conclusion

If you have questions, please contact the Voting Agent at 646-282-2500 or 866- 897-6433 (toll free) and requesting to speak with a member of the solicitation team. Please note that the Voting Agent is not authorized to, and will not, provide legal advice.

Very truly yours,

DRAFT

Exhibit C to Order
Confirmation Hearing Notice

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

In re:	)	Chapter 11
)	
LOMBARD PUBLIC FACILITIES	)	Case No. 17-22517
CORPORATION,)	
Debtor.)	
	)	Honorable Jacqueline P. Cox
)	

**NOTICE OF (A) APPROVAL OF DISCLOSURE STATEMENT;
(B) HEARING TO CONSIDER CONFIRMATION OF THE PLAN;
(C) DEADLINE FOR FILING OBJECTIONS TO CONFIRMATION
OF THE PLAN; AND (D) DEADLINE FOR VOTING ON THE PLAN**

PLEASE TAKE NOTICE OF THE FOLLOWING:¹

By order dated _____, (the “Disclosure Statement Order”) [Docket No. xxx], the United States Bankruptcy Court for the Northern District of Illinois (the “Bankruptcy Court”) approved, pursuant to section 1125 of title 11 of the United States Code (the “Bankruptcy Code”), the *Disclosure Statement in connection with Debtor’s Plan of Reorganization* (as such may be amended, supplemented or modified from time to time, the “Disclosure Statement”) [Docket No. 203] for the *Plan of Reorganization of Lombard Public Facilities Corporation Under Chapter 11 of the Bankruptcy Code* (as such may be amended, supplemented or modified from time to time, the “Plan”) [Docket No. 202], and the Debtor’s procedures for soliciting votes on the Plan.

If you hold a Claim against the Debtor as of December 1, 2017, (the “Voting Record Date”) and are in a Class entitled to vote to accept or reject the Plan, you have received with this Confirmation Hearing Notice, a Ballot and voting instructions appropriate for your Claim. You should carefully read the Disclosure Statement and Plan and all documents attendant thereto.

By the Disclosure Statement Order, the Bankruptcy Court established January 4, 2018 at 4:00 p.m. (**prevailing Central Time**) (the “Voting Deadline”) as the deadline by which Ballots accepting or rejecting the Plan must be received. For your Ballot to be counted, you must complete all required information on the Ballot, execute the Ballot, and return the completed Ballot in accordance with the instructions you received with your Ballot. A Ballot reflecting your vote must actually be received on or before the Voting Deadline by Epiq Bankruptcy Solutions, LLC, (the “Voting Agent”). Any failure to follow the voting instructions included with the Ballot may disqualify your Ballot and your vote. All submitted Ballots will be tabulated according to the rules set forth in the Disclosure Statement Order.

¹ Capitalized terms used but otherwise not defined in this Confirmation Hearing Notice have meanings ascribed to them in the Disclosure Statement Order or the Plan, as applicable.

If you have questions regarding this Confirmation Hearing Notice or the procedures and requirements for voting on the Plan you may contact the Voting Agent by (a) email to tabulation@epiqsystems.com with a reference to "Lombard" in the subject line, or by (b) calling the Voting Agent, toll free at 1-866-897-6433 (within the US and Canada) or 1-646-282-2500 (outside the US and Canada) and requesting to speak with a member of the Solicitation team; or (c) writing to the Voting Agent at Lombard Public Facilities Corporation c/o Epiq Bankruptcy Solutions, 10300 SW Allen Boulevard, Beaverton, OR 97005.

The Debtor will file a Plan Supplement on or before December 28, 2017,-- seven (7) days prior to the Voting Deadline.

Copies of the Plan and Disclosure Statement and all documents filed in this Chapter 11 Case are available and (a) can be viewed or downloaded from the website maintained by the Voting Agent at <http://dm.epiq11.com/lpf>, and (b) they are on file with the Clerk of the Bankruptcy Court and may be examined by any interested party at the Clerk's office at any time during regular business hours, or by visiting the Court's website <http://www.ilnb.uscourts.gov>. Note, a PACER password is needed to access documents on the Bankruptcy Court's website.

A hearing (the "Confirmation Hearing") will be held on **January 11, 2018 at 10:00 a.m. (prevailing Central Time)**, or as soon thereafter as counsel may be heard before the Honorable Jaqueline P. Cox in the United States Bankruptcy Court for the Northern District of Illinois, Everett McKinley Dirksen U.S. Courthouse, 219 S. Dearborn, Chicago, Illinois 60604, Courtroom 680 to consider confirmation of the Plan, as the same may be further amended or modified, and for such other and further relief as may be just and proper. The Confirmation Hearing may be continued from time to time without further notice to creditors or other parties in interest, and the Plan may be modified, if necessary, in accordance with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure and other applicable law, before, during, or as a result of the Confirmation Hearing, without further notice to creditors or other parties in interest.

Objections, if any, to confirmation of the Plan, including any supporting memoranda, must (i) be made in writing; (ii) state the name and address of the objecting party and the nature of the Claim of such party; (iii) state with particularity the legal and factual basis and nature of any objection to the Plan; and (iv) be filed with the Bankruptcy Court, together with proof of service, and served so that they are received on or before **January 4, 2018 at 4:00 p.m. (prevailing Central Time)** (the "Objection Deadline") by the following parties: (a) counsel to the Debtor, Adelman & Gettleman, Ltd., 53 W. Jackson Blvd., Suite 1050, Chicago, IL 60604, Attn: Brad A. Berish, Esq., Henry B. Merens, Esq., Adam P. Silverman, Esq.; (b) counsel to the Indenture Trustee, Schiff Hardin LLP, 233 South Wacker Drive, Suite 6600, Chicago, Illinois 60606, Attn.: Bruce P. Weisenthal and Schiff Hardin LLP, 666 Fifth Avenue, Suite 1700, New York, New York 10103, Attn.: Louis T. DeLucia; (c) counsel to the Controlling Party, Greenberg Traurig LLP, 77 West Wacker Dr., Suite 3100, Chicago, Illinois 60601, Attn.: Nancy A. Peterman; (d) counsel to Nuveen Asset Management LLC, Kramer Levin Naftalis & Frankel LLP, 1177 Avenue of the Americas, New York, New York 10036, Attn.: Adam Rogoff, Steven Segal and Douglas Buckley; (e) local counsel to Nuveen Asset Management, LLC, Neal Gerber Eisenberg LLP, 2 N. LaSalle Street Suite 1700, Chicago, IL 60602, Attn: Mark A Berkoff and Nicholas M. Miller; (f) counsel to Oppenheimer Rochester High Yield Municipal Fund, Orrick, Herrington &

Sutcliffe LLP, 1152 15th St NW, Washington, DC 20005, Attn: Douglas Mintz; (g) local counsel to Oppenheimer Rochester High Yield Municipal Fund, Sugar Felsenthal Grais & Hammer LLP, 30 N. LaSalle Street, Suite 3000, Chicago, IL 60602, Attn: Jack O'Connor and Aaron Hammer; (h) counsel to the Village of Lombard, Arnstein & Lehr LLP, 16 North Clark Street, Suite 4200, Chicago, Illinois 60606, Attn.: Michael L. Gesas and Hal R. Morris, (i) counsel to Westin, Holland & Knight, 10 St. James Avenue, 11th Floor, Boston, Massachusetts 02116, Attn.: John Monaghan, and (j) the office of the United States Trustee, 219 South Dearborn Street, Chicago, Illinois 60604. Objections not timely filed and served in the manner set forth in the Disclosure Statement Order shall not be considered and shall be deemed overruled.

Holders of Claims seeking to have a Claim temporarily allowed for voting purposes may, in accordance with the procedures set forth in the Disclosure Statement Order, file a motion to temporarily allow such Claims for voting purposes only, pursuant to Bankruptcy Rule 3018(a) (a "Claims Estimation Motion") on or before **December 21, 2017 at 4:00 p.m. (prevailing Central Time)** (the "Claims Estimation Motion Deadline").

The Plan, including Article XI of the Plan, includes release and injunction provisions that affect the rights of Holders of Claims against certain Parties. These provisions include releases of Claims held by the Debtor and releases of Claims held by non-debtors. For further information, please obtain a copy of the Plan as set forth above.

/s/ DRAFT

BRAD A. BERISH, ESQ. (ARDC #06200891)
HENRY B. MERENS, ESQ. (ARDC #6181695)
ADAM P. SILVERMAN, ESQ. (ARDC #6256676)
ADELMAN & GETTLEMAN, LTD.
53 West Jackson Blvd, Suite 1050
Chicago, Illinois 60604
Tel (312) 435-1050
Fax (312) 435-1059
Counsel for Lombard Public Facilities Corporation

Exhibit D to Order

Notice of Non-Voting Status

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

In re:	)	Chapter 11
)	
LOMBARD PUBLIC FACILITIES	)	Case No. 17-22517
CORPORATION,)	
Debtor.)	
	)	Honorable Jacqueline P. Cox
)	

**NOTICE OF NON-VOTING STATUS AND (A) APPROVAL OF DISCLOSURE
STATEMENT, (B) HEARING TO CONSIDER CONFIRMATION OF THE PLAN,
AND (C) DEADLINE TO FILE OBJECTIONS TO CONFIRMATION OF THE PLAN**

TO: ALL HOLDERS OF ADMINISTRATIVE EXPENSE CLAIMS, PRIORITY
TAX CLAIMS, OTHER PRIORITY CLAIMS AND OTHER SECURED CLAIMS

PLEASE TAKE NOTICE OF THE FOLLOWING:

APPROVAL OF DISCLOSURE STATEMENT

On November 3, , 2017, the Debtor filed a disclosure statement (the “Disclosure Statement”) for the *Chapter 11 Plan of Reorganization* (as may be further amended from time to time and including all exhibits and supplements, the “Plan”).¹ On _____, the Bankruptcy Court entered an order approving the Disclosure Statement as containing adequate information with respect to the Plan in accordance with section 1125 of the Bankruptcy Code (the “Disclosure Statement Order”) (Docket No. ____).

CONFIRMATION HEARING

On January 11, 2018 at 10:00 a.m. (**prevailing Central Time**), or as soon thereafter as counsel may be heard, a hearing (the “Confirmation Hearing”) will be held before the Honorable Jaqueline P. Cox in the United States Bankruptcy Court for the Northern District of Illinois, Everett McKinley Dirksen U.S. Courthouse, 219 S. Dearborn, Chicago, Illinois 60604, Courtroom 680 (the “Bankruptcy Court”), to consider confirmation of the Plan. The Confirmation Hearing may be adjourned from time to time without further notice to creditors or other parties in interest, other than by an announcement of such an adjournment in open court at the Confirmation Hearing or an appropriate filing with the Bankruptcy Court. The Plan may be modified in accordance with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, the Plan and other applicable law, without further notice, prior to or as a result of the Confirmation Hearing.

ENTITLEMENT TO VOTE ON THE PLAN

In accordance with the terms of the Plan and the Bankruptcy Code, Administrative Expense Claims and Priority Tax Claims are unclassified and are not entitled to vote on the Plan (the “Unclassified Claims”). Holders of Priority Non-Tax Claims and Other Secured Claims are unimpaired by the Plan, deemed to

¹ All capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Disclosure Statement Order or Plan, as applicable.

have accepted the Plan under the Bankruptcy Code, and not entitled to vote on the Plan (the “Unimpaired Claims”). You are receiving this Notice because you are a Holder of an Unclassified Claim or an Unimpaired Claim, and therefore, you do not receive a Ballot pursuant to the Disclosure Statement Order and are not entitled to vote on the Plan.

SUMMARY OF PLAN TREATMENT OF CLAIMS AND INTERESTS

The Plan proposes to modify the rights of certain Creditors of the Debtor. The classification and treatment of Claims under the Plan is described below.

Class	Description	Entitled to Vote	Estimated Claims	Estimated Recovery	Treatment
Unclassified	Administrative Expense Claims	N/A	N/A	100%	Each Holder of an Allowed Administrative Claim shall receive, in full satisfaction and discharge thereof, Cash equal to the unpaid amount of such Allowed Administrative Claim (except to the extent that such Holder agrees to less favorable treatment thereof) on or as soon as practicable after the latest of (a) the Effective Date, (b) the date on which such Administrative Claim becomes Allowed, (c) the date on which such Administrative Claim becomes due and payable, and (d) such other date as mutually agreed to by such Holder and the Debtor. Notwithstanding the foregoing, all Hotel Operating Expenses and Restaurant Operating Expenses shall be paid in the ordinary course of the Debtor’s business.
Unclassified	Priority Tax Claims	N/A	TBD	100%	Each Holder of an Allowed Priority Tax Claim shall receive, in full satisfaction and discharge thereof, Cash equal to the unpaid amount of such Allowed Priority Tax Claim (except to the extent that such Holder agrees to less favorable treatment thereof) on or as soon as practicable after the latest of (a) the Effective Date, (b) the date on which such Priority Tax Claim becomes Allowed, (c) the date on which such Priority Tax Claim becomes due and payable, and (d) such other date as mutually agreed to by and among such Holder and the Debtor; <i>provided, however,</i> that the Debtor may, at its option and in lieu of payment in full in Cash of an Allowed Priority Tax Claim as provided in clauses (a) through (d) hereof, make deferred Cash payments on account of such Allowed Priority Tax Claim in the manner and to the extent

Class	Description	Entitled to Vote	Estimated Claims	Estimated Recovery	Treatment
					permitted under section 1129(a)(9)(C) of the Bankruptcy Code.
Unclassified	Professional Fees	N/A	\$309,564	100%	The Disbursing Agent shall make all Distributions on account of Allowed Claims for Professional compensation and reimbursement of expenses as soon as reasonably practicable after such Claims become Allowed.
Unclassified	Indenture Trustee Fees and Expenses	N/A	\$280,887	100%	On the Effective Date, to the extent not previously satisfied, the Disbursing Agent will pay to the Indenture Trustee an amount equal to the reasonable fees and expenses incurred by Professionals retained by the Indenture Trustee in connection with the Series 2005 Bonds and/or the Chapter 11 Case, whether incurred prior to or after the Petition Date.
Unclassified	DIP Loan Claims	N/A	\$7,851,887	N/A	As of the Effective Date, Holders of DIP Loan Claims shall be deemed to have waived any and all rights to any Distributions on account of such DIP Loan Claims and be deemed to have voluntarily re-allocated the Distributions on account of such DIP Loan Claims for other purposes of the Plan to permit the Debtor to meet its funding obligations as of the Effective Date.
Unclassified	Consenting Bondholders Fees and Expenses	N/A	\$158,379	100%	On the Effective Date, to the extent not previously satisfied, the Disbursing Agent will reimburse each of the Consenting Bondholders for all reasonable fees and expenses incurred by Professionals retained by each of the Consenting Bondholders in this Chapter 11 Case in accordance with the Global RSA.
Class 1	Other Priority Claims	No (deemed to accept)	\$0	100%	Each Holder of Other Priority Claims shall receive its Allowed Other Priority Claim in Cash equal to the unpaid amount of such Allowed Other Priority Claim on or as soon as reasonably practicable after the latest of (i) the Effective Date, (ii) the date on which such Other Priority Claim becomes Allowed, and (iii) such other date as mutually may be agreed to by and

Class	Description	Entitled to Vote	Estimated Claims	Estimated Recovery	Treatment
					among such Holder and the Debtor.
Class 2	Series A-1 Bond Secured Claims	Yes	\$71,295,994	77%	Except to the extent that a Holder of an Allowed Class 2 Claim agrees to less favorable treatment in full and final satisfaction, compromise, settlement, and release of and in exchange for each Class 2 Claim, a Holder of an Allowed Class 2 Claim shall on the Effective Date, receive its Pro Rata Share of (i) the Series A-1 Hard Bonds issued in the Series A-1 Hard Bond Amount (subject to redemption pursuant Section 5.02(b)(iv) and Section 5.16 of the Plan) and (ii) the Subordinate Series A-1 CABs issued in the Subordinate Series A-1 CABs Amount. This is in addition to the pre-Effective Date transactions provided for in Section 5.02(a) of the Plan).
Class 3	Series A-2 Bond Secured Claims	Yes	\$58,206,617	76%	<p>Except to the extent that a Holder of an Allowed Class 3 Claim agrees to less favorable treatment, in full and final satisfaction, compromise, settlement, and release of and in exchange for each Class 3 Claim, each Holder of an Allowed Class 3 Claim shall, on the Effective Date, receive (i) its Pro Rata Share of (A) the Series A-2 Hard Bonds issued in the Series A-2 Hard Bond Amount (subject to redemption pursuant Section 5.02(a) and Section 5.16 of the Plan), and (B) the Subordinate Series A-2 CABs issued in the Subordinate Series A-2 CABs Amount, plus (ii) proceeds from the Commutation Consideration, if the Holder is not a Non-Commuting Series A-2 Bondholder, as set forth in Section 5.10 of the Plan.</p> <p>In lieu of the Commutation Consideration identified in the foregoing treatment of Allowed Class 3 Claims, on the Effective Date each Non-Commuting Series A-2 Bondholder (i) shall receive its pro rata share of A-2 Custodial Receipts issued to all Non-Commuting Series A-2 Bondholders, (ii) shall have its Pro Rata Share of the Series A-2 Hard Bonds, issued</p>

Class	Description	Entitled to Vote	Estimated Claims	Estimated Recovery	Treatment
					according to the preceding paragraph, distributed to the Custodian and held in custody (holding the same as property held in trust) pursuant to the terms of the Custody Agreement, and (iii) shall have its Pro Rata Share of the Subordinate Series A-2 CABs, issued according to the preceding paragraph, distributed to the Custodian and held in custody (holding the same as property held in trust) pursuant to the terms of the Custody Agreement.
Class 4	Series B Bond Secured Claims	Yes	\$48,423,016	86%	Except to the extent that a Holder of an Allowed Class 4 Claim agrees to less favorable treatment in full and final satisfaction, compromise, settlement, and release of and in exchange for each Class 4 Claim, a Holder of an Allowed Class 4 Claim shall, on the Effective Date, receive its Pro Rata Share of (a) the Restructured Series B Tax Revenue Bonds issued in the Restructured Series B Tax Revenue Bond Amount, and (b) the Subordinate Series B CABs issued in the Subordinate Series B CABs Amount.
Class 5	Other Secured Claims	No (deemed to accept)	TBD	100%	Except to the extent a Holder of a Class 5 Claim agrees to less favorable treatment, each Holder of an Allowed Class 5 Claim shall be treated in such a manner that the Allowed Class 5 Claim is unimpaired in accordance with section 1124(2) of the Bankruptcy Code.
Class 6	General Unsecured Claims	Yes	\$125,796,151	Unknown	Except to the extent that a Holder of an Allowed Class 6 Claim agrees to less favorable treatment in full and final satisfaction, compromise, settlement, and release of and in exchange for each Class 6 Claim, each Holder of an Allowed Class 6 Claim shall receive its Pro Rata Share of the Net Litigation Proceeds; <i>provided that</i> to the extent that the Asset Manager or any of its Affiliates hold Allowed Claims in Class 6, the Asset Manager and its Affiliates shall not be entitled to receive any portion of the Net Litigation Proceeds relating to Causes of Action against the Asset Manager or its

Class	Description	Entitled to Vote	Estimated Claims	Estimated Recovery	Treatment
					Affiliates.
Class	Description	Entitled to Vote	Estimated Claims	Estimated Recovery	Treatment

SUMMARY OF PLAN STRUCTURE AND MEANS OF IMPLEMENTATION

Given the complexity of the overall distribution scheme, and the many nuances surrounding the interplay of the debt service obligations, capital infusions and other aspects of the Plan itself, the Plan does not lend itself to a ready distillation of its terms. Accordingly, each Holder of a Claim is strongly encouraged to read the Plan in its entirety.

RELEASES AND INJUNCTIONS

Article XI of the Plan includes release and injunction provisions that affect the rights of Holders of Claims against certain Released Parties, as defined in the Plan. These provisions include releases of Claims held by the Debtor and releases of Claims held by non-debtors, including the Holders of Claims against the Released Parties. The full text of the release and injunction provisions are set forth in Exhibit A hereto.

DEADLINE FOR OBJECTIONS TO CONFIRMATION OF THE PLAN

Objections, if any, to confirmation of the Plan, including any supporting memoranda, must (i) be made in writing; (ii) state the name and address of the objecting party and the nature of the Claim or Equity Interest of such party; (iii) state with particularity the legal and factual basis and nature of any objection to the Plan; and (iv) be filed with the Bankruptcy Court, together with proof of service, and (v) be served so that they are received on or before **January 4, 2018 at 4:00 p.m. (prevailing Central Time)** (the "Objection Deadline") by the following parties: (a) counsel to the Debtor, Adelman & Gettleman, Ltd., 53 W. Jackson Blvd., Suite 1050, Chicago, IL 60604, Attn: Brad A. Berish, Esq., Henry B. Merens, Esq., Adam P. Silverman, Esq.; (b) counsel to the Indenture Trustee, Schiff Hardin LLP, 233 South Wacker Drive, Suite 6600, Chicago, Illinois 60606, Attn.: Bruce P. Weisenthal and Schiff Hardin LLP, 666 Fifth Avenue, Suite 1700, New York, New York 10103, Attn.: Louis T. DeLucia; (c) counsel to the Controlling Party, Greenberg Traurig LLP, 77 West Wacker Dr., Suite 3100, Chicago, Illinois 60601, Attn.: Nancy A. Peterman; (d) counsel to Nuveen Asset Management LLC, Kramer Levin Naftalis & Frankel LLP, 1177 Avenue of the Americas, New York, New York 10036, Attn.: Adam Rogoff, Steven Segal and Douglas Buckley; (e) local counsel to Nuveen Asset Management, LLC, Neal Gerber Eisenberg LLP, 2 N. LaSalle Street Suite 1700, Chicago, IL 60602, Attn: Mark A Berkoff and Nicholas M. Miller; (f) counsel to Oppenheimer Rochester High Yield Municipal Fund, Orrick, Herrington & Sutcliffe LLP, 1152 15th St NW, Washington, DC 20005, Attn: Douglas Mintz; (g) local counsel to Oppenheimer Rochester High Yield Municipal Fund, Sugar Felsenthal Graiss & Hammer LLP, 30 N. LaSalle Street, Suite 3000,

Chicago, IL 60602, Attn: Jack O'Connor and Aaron Hammer ; (h) counsel to the Village of Lombard, Arnstein & Lehr LLP, 16 North Clark Street, Suite 4200, Chicago, Illinois 60606, Attn.: Michael L. Gesas and Hal R. Morris, (i) counsel to Westin, Holland & Knight, 10 St. James Avenue, 11th Floor, Boston, Massachusetts 02116, Attn.: John Monaghan, and (j) the office of the United States Trustee, 219 South Dearborn Street, Chicago, Illinois 60604. Objections not timely filed and served in the manner set forth in the Disclosure Statement Order shall not be considered and shall be deemed overruled.

COPIES OF THE PLAN AND DISCLOSURE STATEMENT

Copies of the Plan and Disclosure Statement and all documents filed in this Chapter 11 Case are available at no cost to view or download from the website maintained by Epiq Bankruptcy Solutions, LLC, (the "Voting Agent") at <http://dm.epiq11.com/lpf> . Requests for documents may be made to the Voting Agent by (a) email to tabulation@epiqsystems.com with a reference to "Lombard" in the subject line, or by (b) calling the toll free at 1-866-897-6433 (within the US and Canada) or 1-646-282-2500 (outside the US and Canada) and requesting to speak with a member of the Solicitation team; or by writing (c) to Lombard Public Facilities Corporation c/o Epiq Bankruptcy Solutions, 10300 SW Allen Boulevard, Beaverton, OR 97005. Additionally, all documents are on file with the Clerk of the Bankruptcy Court and may be examined by any interested party at the Clerk's office at any time during regular business hours, or by visiting the Court's website <http://www.ilnb.uscourts.gov>. Note, a PACER password is needed to access documents on the Bankruptcy Court's website.

Dated:

ADELMAN & GETTLEMAN, LTD.

/s/ DRAFT

BRAD A. BERISH, ESQ. (ARDC #06200891)
HENRY B. MERENS, ESQ. (ARDC #6181695)
ADAM P. SILVERMAN, ESQ. (ARDC #6256676)
ADELMAN & GETTLEMAN, LTD.
53 West Jackson Blvd, Suite 1050
Chicago, Illinois 60604
Tel (312) 435-1050
Fax (312) 435-1059
Counsel for Lombard Public Facilities Corporation

EXHIBIT A

Release and Injunction Provisions

Article XI of the Plan contains the release and exculpation provisions set forth below:

Section 11.01 Releases and Related Matters

(a) **Releases by Debtor.**

ON THE EFFECTIVE DATE AND EFFECTIVE AS OF THE EFFECTIVE DATE, THE DEBTOR, ON BEHALF OF ITSELF AND ITS ESTATE, FOR THE GOOD AND VALUABLE CONSIDERATION PROVIDED BY EACH OF THE RELEASED PARTIES, SHALL BE DEEMED TO PROVIDE A FULL RELEASE TO EACH OF THE RELEASED PARTIES (AND EACH SUCH RELEASED PARTY SHALL BE DEEMED RELEASED BY THE DEBTOR AND ITS ESTATE) AND THEIR RESPECTIVE PROPERTY FROM ANY AND ALL CAUSES OF ACTION, CLAIMS, DEBTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, ACTIONS, DERIVATIVE CLAIMS, DIRECT CLAIMS, REMEDIES, AND LIABILITIES WHATSOEVER, WHETHER KNOWN OR UNKNOWN, LIQUIDATED OR UNLIQUIDATED, FORESEEN OR UNFORESEEN, IN LAW, AT EQUITY, OR OTHERWISE, WHETHER FOR TORT, CONTRACT, OR OTHERWISE, BASED IN WHOLE OR IN PART UPON ANY ACT OR OMISSION, TRANSACTION, OR OTHER OCCURRENCE OR CIRCUMSTANCES EXISTING OR TAKING PLACE PRIOR TO OR ON THE EFFECTIVE DATE ARISING FROM OR RELATED IN ANY WAY TO THE DEBTOR, PLAN OR THIS CHAPTER 11 CASE, INCLUDING THOSE THAT THE DEBTOR WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT OR THAT ANY HOLDER OF A CLAIM AGAINST THE DEBTOR OR ANY OTHER ENTITY COULD HAVE BEEN LEGALLY ENTITLED TO ASSERT DERIVATIVELY OR ON BEHALF OF THE DEBTOR OR ITS ESTATE; PROVIDED, HOWEVER, THAT THE FOREGOING “DEBTOR RELEASE” SHALL NOT OPERATE TO WAIVE OR RELEASE (1) ANY CLAIMS OR CAUSES OF ACTION OF THE DEBTOR OR ITS ESTATE AGAINST A RELEASED PARTY ARISING UNDER ANY CONTRACTUAL OBLIGATION OWED TO THE DEBTOR THAT IS ENTERED INTO OR ASSUMED PURSUANT TO THE PLAN, (2) ANY CLAIMS OR CAUSES OF ACTION AGAINST A RELEASED PARTY BASED UPON FRAUD, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; AND (3) THE RIGHTS OF THE DEBTOR, THE REORGANIZED DEBTOR OR ANY CREDITOR HOLDING AN ALLOWED CLAIM, IF APPLICABLE, TO ENFORCE THE PLAN AND THE CONTRACTS, INSTRUMENTS, RELEASES AND OTHER AGREEMENTS OR DOCUMENTS DELIVERED UNDER OR IN CONNECTION WITH THE PLAN OR ASSUMED PURSUANT TO THE PLAN OR ASSUMED PURSUANT TO A FINAL ORDER.

ENTRY OF THE CONFIRMATION ORDER SHALL CONSTITUTE THE BANKRUPTCY COURT’S APPROVAL, PURSUANT TO BANKRUPTCY RULE 9019, OF THE DEBTOR RELEASE, AND, FURTHER, SHALL CONSTITUTE THE BANKRUPTCY COURT’S FINDING THAT THE DEBTOR RELEASE IS: (1) IN

EXCHANGE FOR GOOD AND VALUABLE CONSIDERATION PROVIDED BY THE RELEASED PARTIES UNDER THE PLAN AND RELATED DOCUMENTS; (2) A GOOD-FAITH SETTLEMENT AND COMPROMISE OF THE CLAIMS RELEASED BY THE DEBTOR RELEASE; (3) IN THE BEST INTERESTS OF THE DEBTOR'S ESTATE AND ALL HOLDERS OF CLAIMS; (4) FAIR, EQUITABLE, AND REASONABLE; (5) GIVEN AND MADE AFTER DUE NOTICE AND OPPORTUNITY FOR HEARING; AND (6) A BAR OF THE DEBTOR'S ESTATE FROM ASSERTING ANY CLAIM OR CAUSE OF ACTION RELEASED PURSUANT TO THE DEBTOR RELEASE.

(b) Mutual Release Between and Among Released Parties.

ON THE EFFECTIVE DATE AND EFFECTIVE AS OF THE EFFECTIVE DATE, EACH OF THE RELEASED PARTIES SHALL BE DEEMED TO PROVIDE A FULL RELEASE TO EACH OF THE RELEASED PARTIES AND THEIR RESPECTIVE PROPERTY FROM ANY AND ALL CAUSES OF ACTION, CLAIMS, DEBTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, ACTIONS, DERIVATIVE CLAIMS, DIRECT CLAIMS, REMEDIES, AND LIABILITIES WHATSOEVER, WHETHER KNOWN OR UNKNOWN, LIQUIDATED OR UNLIQUIDATED, FORESEEN OR UNFORESEEN, IN LAW, AT EQUITY, OR OTHERWISE, WHETHER FOR TORT, CONTRACT, OR OTHERWISE, BASED IN WHOLE OR IN PART UPON ANY ACT OR OMISSION, TRANSACTION, OR OTHER OCCURRENCE OR CIRCUMSTANCES EXISTING OR TAKING PLACE PRIOR TO OR ON THE EFFECTIVE DATE ARISING FROM OR RELATED IN ANY WAY TO THE DEBTOR, THE PLAN, OR THIS CHAPTER 11 CASE, INCLUDING THOSE THAT ANY RELEASED PARTY WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT AGAINST ANOTHER RELEASED PARTY, PROVIDED, HOWEVER, THAT, THE FOREGOING "MUTUAL RSA PARTIES RELEASE" SHALL NOT OPERATE TO WAIVE OR RELEASE (1) ANY CLAIMS OR CAUSES OF ACTION OF THE RELEASED PARTIES AGAINST A RELEASED PARTY ARISING UNDER ANY CONTRACTUAL OBLIGATION THAT IS ENTERED INTO OR ASSUMED PURSUANT TO THE PLAN (2) ANY CLAIMS OR CAUSES OF ACTION AGAINST A RELEASED PARTY BASED UPON FRAUD, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; AND (3) THE RIGHTS OF ANY RELEASED PARTY TO ENFORCE THE PLAN AND THE CONTRACTS, INSTRUMENTS, RELEASES AND OTHER AGREEMENTS OR DOCUMENTS DELIVERED UNDER OR IN CONNECTION WITH THE PLAN OR ASSUMED PURSUANT TO THE PLAN OR ASSUMED PURSUANT TO A FINAL ORDER.

ENTRY OF THE CONFIRMATION ORDER SHALL CONSTITUTE THE BANKRUPTCY COURT'S APPROVAL, PURSUANT TO BANKRUPTCY RULE 9019, OF THE MUTUAL RSA PARTIES RELEASE, AND, FURTHER, SHALL CONSTITUTE THE BANKRUPTCY COURT'S FINDING THAT THE MUTUAL RSA PARTIES RELEASE IS: (1) IN EXCHANGE FOR GOOD AND VALUABLE CONSIDERATION PROVIDED BY THE RELEASED PARTIES UNDER THE PLAN; (2) A GOOD-FAITH SETTLEMENT AND COMPROMISE OF THE CLAIMS RELEASED BY THE MUTUAL RSA PARTIES RELEASE; (3) IN THE BEST INTERESTS OF THE DEBTOR

AND ALL HOLDERS OF CLAIMS; (4) FAIR, EQUITABLE, AND REASONABLE; (5) GIVEN AND MADE AFTER DUE NOTICE AND OPPORTUNITY FOR HEARING; AND (6) A BAR TO ANY OF THE RELEASED PARTIES ASSERTING ANY CLAIM RELEASED PURSUANT TO THE MUTUAL RSA PARTIES RELEASE.

(c) Consensual Third Party Releases.

ON THE EFFECTIVE DATE AND EFFECTIVE AS OF THE EFFECTIVE DATE, EACH OF THE RELEASING PARTIES SHALL BE DEEMED TO PROVIDE A FULL RELEASE TO THE RELEASED PARTIES AND THEIR RESPECTIVE PROPERTY FROM ANY AND ALL CAUSES OF ACTION, CLAIMS, DEBTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, ACTIONS, DERIVATIVE CLAIMS, DIRECT CLAIMS, REMEDIES, AND LIABILITIES WHATSOEVER, WHETHER KNOWN OR UNKNOWN, LIQUIDATED OR UNLIQUIDATED, FORESEEN OR UNFORESEEN, IN LAW, AT EQUITY, OR OTHERWISE, WHETHER FOR TORT, CONTRACT, OR OTHERWISE, BASED IN WHOLE OR IN PART UPON ANY ACT OR OMISSION, TRANSACTION, OR OTHER OCCURRENCE OR CIRCUMSTANCES EXISTING OR TAKING PLACE PRIOR TO OR ON THE EFFECTIVE DATE ARISING FROM OR RELATED IN ANY WAY TO THE DEBTOR, THE PLAN, OR THIS CHAPTER 11 CASE, INCLUDING THOSE THAT THE DEBTOR WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT OR THAT ANY HOLDER OF A CLAIM AGAINST THE DEBTOR OR ANY OTHER ENTITY COULD HAVE BEEN LEGALLY ENTITLED TO ASSERT DERIVATIVELY, ON BEHALF OF THE DEBTOR OR ITS ESTATE OR DIRECTLY AGAINST A RELEASED PARTY, PROVIDED, HOWEVER, THAT, THE FOREGOING “THIRD PARTY RELEASE” SHALL NOT OPERATE TO WAIVE OR RELEASE (1) ANY CLAIMS OR CAUSES OF ACTION OF THE RELEASED PARTIES AGAINST A RELEASED PARTY ARISING UNDER ANY CONTRACTUAL OBLIGATION THAT IS ENTERED INTO OR ASSUMED PURSUANT TO THE PLAN (2) ANY CLAIMS OR CAUSES OF ACTION AGAINST A RELEASED PARTY BASED UPON FRAUD, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; AND (3) THE RIGHTS OF ANY RELEASING PARTY TO ENFORCE THE PLAN AND THE CONTRACTS, INSTRUMENTS, RELEASES AND OTHER AGREEMENTS OR DOCUMENTS DELIVERED UNDER OR IN CONNECTION WITH THE PLAN OR ASSUMED PURSUANT TO THE PLAN OR ASSUMED PURSUANT TO A FINAL ORDER.

IF A HOLDER OF A CLAIM, WHO IS ENTITLED TO VOTE ON THE PLAN, VOTES TO ACCEPT THE PLAN, SUCH HOLDER SHALL BE BOUND BY THE THIRD PARTY RELEASE AND SHALL NOT BE ABLE TO OPT OUT OF THE THIRD PARTY RELEASE.

IF A HOLDER OF A CLAIM, WHO IS ENTITLED TO VOTE ON THE PLAN, VOTES TO REJECT THE PLAN OR ABSTAINS FROM VOTING ON THE PLAN, SUCH HOLDER MAY OPT OUT OF THE THIRD PARTY RELEASE BY CHECKING THE APPROPRIATE BOX ON THE BALLOT AND TIMELY RETURNING SUCH ORIGINAL SIGNED, PROPERLY COMPLETED BALLOT TO THE VOTING AGENT IN WHICH CASE SUCH HOLDER WILL NOT BE BOUND BY THE THIRD PARTY.

IF A HOLDER OF A CLAIM, WHO REJECTS THE PLAN OR ABSTAINS FROM VOTING ON THE PLAN, FAILS TO AFFIRMATIVELY OPT OUT OF THE THIRD PARTY RELEASE AND/OR FAILS TO TIMELY RETURN AN ORIGINAL SIGNED, PROPERLY COMPLETED BALLOT TO THE VOTING AGENT, SUCH HOLDER SHALL BE BOUND TO THE THIRD PARTY RELEASE.

ANY RELEASING PARTY WHO IS UNIMPAIRED UNDER THE PLAN AND THEREFORE NOT ENTITLED TO VOTE SHALL BE DEEMED BOUND TO THE THIRD PARTY RELEASE, INCLUDING, WITHOUT LIMITATION, ALL HOLDERS OF ADMINISTRATIVE CLAIMS, PROFESSIONAL FEE CLAIMS, PRIORITY TAX CLAIMS, OTHER PRIORITY CLAIMS AND OTHER SECURED CLAIMS.

ALL PARTIES TO THE GLOBAL RSA, HOTEL RSA AND RESTAURANT RSA SHALL BE BOUND TO THIS THIRD PARTY RELEASE AND SHALL NOT BE ENTITLED TO OPT OUT OF THE THIRD PARTY RELEASE.

ENTRY OF THE CONFIRMATION ORDER SHALL CONSTITUTE THE BANKRUPTCY COURT'S APPROVAL, PURSUANT TO BANKRUPTCY RULE 9019, OF THE THIRD PARTY RELEASE, AND, FURTHER, SHALL CONSTITUTE THE BANKRUPTCY COURT'S FINDING THAT THE THIRD PARTY RELEASE IS: (1) IN EXCHANGE FOR GOOD AND VALUABLE CONSIDERATION PROVIDED BY THE RELEASED PARTIES UNDER THE PLAN; (2) A GOOD-FAITH SETTLEMENT AND COMPROMISE OF THE CLAIMS RELEASED BY THE THIRD PARTY RELEASE; (3) IN THE BEST INTERESTS OF THE DEBTOR AND ALL HOLDERS OF CLAIMS; (4) FAIR, EQUITABLE, AND REASONABLE; (5) GIVEN AND MADE AFTER DUE NOTICE AND OPPORTUNITY FOR HEARING; AND (6) A BAR TO ANY OF THE RELEASING PARTIES ASSERTING ANY CLAIM RELEASED PURSUANT TO THE THIRD PARTY RELEASE.

(d) Releases in Favor of the Village.

The foregoing releases set forth in Sections 11.01(a), 11.01(b) and 11.01(c) of the Plan expressly include releases in favor of the Village and its current and former officers, directors, shareholders, members, managers, principals, employees, agents, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, agents, successors and assignees from all Claims and Causes of Action arising out of or related to the Series 2005 Bonds or the provisions of the Existing Tax Rebate Agreement that exist as of the Effective Date, including, without limitation, any liability for declining to appropriate under Sections V.D and V.E of the Existing Tax Rebate Agreement. Notwithstanding the foregoing or anything contained herein to the contrary, the foregoing releases shall not release the Village from its obligations under the Plan or the Amended Tax Rebate Agreement, including its obligation under the Existing Tax Rebate Agreement or the Amended Tax Rebate Agreement to collect and remit to the Reorganized Debtor the Tax Revenues (as defined in the Existing Tax Rebate Agreement) and the Additional Places for Eating Tax prior to, on and after the Effective Date.

(e) Releases in Favor of the Bond Insurer.

For the avoidance of doubt, the foregoing releases set forth in Sections 11.01(a), 11.01(b) and 11.01(c) of the Plan shall not release the Bond Insurer from any of its obligations to the Non-Commuting Series A-2 Bondholders under the Bond Insurance Policy.

Section 11.02 Exculpation and Limitation of Liability

The Released Parties shall neither have, nor incur any liability to any Entity for any act taken or omitted in connection with the Chapter 11 Case, or related to formulating, negotiating, soliciting, preparing, disseminating, confirming, or implementing the Plan or consummating the Plan, the Disclosure Statement, or any contract, instrument, release, or other agreement or document created or entered into in connection with the Plan or any other prepetition or post-petition act taken or omitted to be taken in connection with or in contemplation of the restructuring or liquidation of the Debtor, except for acts or omissions that are the result of fraud, gross negligence, or willful misconduct. Without limiting the foregoing “Exculpation” provided under this Section 11.02, the rights of any Holder of a Claim to enforce rights arising under this Plan shall be preserved, including the right to compel payment of Distributions in accordance with the Plan.

Section 11.03 Injunction

EXCEPT AS OTHERWISE PROVIDED IN THE PLAN OR THE CONFIRMATION ORDER, ALL ENTITIES WHO HAVE HELD, HOLD, OR MAY HOLD CLAIMS, CAUSES OF ACTION, OR LIABILITIES AGAINST THE DEBTOR OR ITS ESTATE ARE PERMANENTLY ENJOINED AND PRECLUDED, FROM AND AFTER THE EFFECTIVE DATE, FROM: (A) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND, INCLUDING ON ACCOUNT OF ANY CLAIMS, CAUSES OF ACTIONS, OR LIABILITIES THAT HAVE BEEN COMPROMISED OR SETTLED AGAINST THE DEBTOR, ITS ESTATE, OR ANY ENTITY SO RELEASED OR EXCULPATED (OR THE PROPERTY OR ESTATE OF ANY ENTITY, DIRECTLY OR INDIRECTLY, SO RELEASED OR EXCULPATED) ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY RELEASED, SETTLED, COMPROMISED, OR EXCULPATED CLAIMS, CAUSES OF ACTION, OR LIABILITIES; (B) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING BY ANY MANNER OR MEANS ANY JUDGMENT, AWARD, DECREE, OR ORDER AGAINST THE DEBTOR, OR ANY ENTITY SO RELEASED OR EXCULPATED (OR THE PROPERTY OR ESTATE OF THE DEBTOR OR ANY ENTITY SO RELEASED OR EXCULPATED) ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH RELEASED, SETTLED, COMPROMISED, OR EXCULPATED CLAIMS, CAUSES OF ACTION, OR LIABILITIES; (C) CREATING, PERFECTING, OR ENFORCING ANY LIEN, CLAIM, OR ENCUMBRANCE OF ANY KIND AGAINST THE DEBTOR, OR ANY ENTITY SO RELEASED OR EXCULPATED (OR THE PROPERTY OR ESTATE OF THE DEBTOR OR ANY ENTITY SO RELEASED OR EXCULPATED) ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH

RELEASED, SETTLED, COMPROMISED, OR EXCULPATED CLAIMS, CAUSES OF ACTION, OR LIABILITIES; (D) ASSERTING ANY RIGHT OF SETOFF OR SUBROGATION OF ANY KIND AGAINST ANY OBLIGATION DUE FROM THE DEBTOR OR ANY ENTITY SO RELEASED OR EXCULPATED (OR THE PROPERTY OR ESTATE OF THE DEBTOR OR ANY ENTITY SO RELEASED OR EXCULPATED) ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH RELEASED, SETTLED, COMPROMISED, OR EXCULPATED CLAIMS, CAUSES OF ACTION, OR LIABILITIES UNLESS SUCH ENTITY HAS TIMELY ASSERTED SUCH SETOFF RIGHT PRIOR TO CONFIRMATION IN A DOCUMENT FILED WITH THE BANKRUPTCY COURT EXPLICITLY PRESERVING SUCH SETOFF OR SUBROGATION, AND NOTWITHSTANDING AN INDICATION OF A CLAIM OR OTHERWISE THAT SUCH ENTITY ASSERTS, HAS, OR INTENDS TO PRESERVE ANY RIGHT OF SETOFF OR SUBROGATION PURSUANT TO APPLICABLE LAW OR OTHERWISE; AND (E) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND AGAINST THE DEBTOR, OR ANY ENTITY SO RELEASED OR EXCULPATED (OR THE PROPERTY OR ESTATE OF THE DEBTOR, OR ANY ENTITY SO RELEASED OR EXCULPATED) ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH RELEASED, SETTLED, COMPROMISED, OR EXCULPATED CLAIMS, CAUSES OF ACTION, OR LIABILITIES RELEASED, SETTLED, OR COMPROMISED PURSUANT TO THE PLAN; PROVIDED THAT NOTHING CONTAINED IN THE PLAN SHALL PRECLUDE AN ENTITY FROM OBTAINING BENEFITS DIRECTLY AND EXPRESSLY PROVIDED TO SUCH ENTITY PURSUANT TO THE TERMS OF THE PLAN; PROVIDED, FURTHER, THAT NOTHING CONTAINED IN THE PLAN SHALL BE CONSTRUED TO PREVENT ANY ENTITY FROM DEFENDING AGAINST CLAIM OBJECTIONS OR COLLECTION ACTIONS WHETHER BY ASSERTING A RIGHT OF SETOFF OR OTHERWISE TO THE EXTENT PERMITTED BY LAW.

Section 11.04 Discharge

Except as otherwise provided herein, to the fullest extent permitted by applicable law (a) as of the Effective Date, the Confirmation Order will operate as a discharge under section 1141(d)(1) of the Bankruptcy Code, and release of any and all Claims, debts (as such term is defined in section 101(12) of the Bankruptcy Code), liens, security interests and encumbrances of and against all property of the Debtor that arose before confirmation, including without limitation, any Claim of the kind specified in sections 502(g), 502(h) or 502(i) of the Bankruptcy Code and all principal and interest, whether accrued before, on or after the Petition Date, regardless of whether (i) a Proof of Claim in respect of such Claim has been Filed or deemed Filed, (ii) such Claim has been Allowed pursuant to section 502 of the Bankruptcy Code, or (iii) the Holder of such Claim has voted on the Plan or has voted to reject the Plan; and (b) from and after the Effective Date, (x) all Holders of Claims will be barred and enjoined from asserting against the Debtor entitled to such discharge, pursuant to this Section 11.04, any Claims, debt (as defined in section 101(12) of the Bankruptcy Code), liens, security interests and encumbrances of and against all property of the Debtor and (y) the Debtor will be fully and finally discharged of any liability or obligation on a Disallowed Claim. Except as otherwise specifically provided herein, nothing in the Plan will be deemed to waive, limit or restrict in any

manner the discharge granted upon confirmation of the Plan pursuant to section 1141 of the Bankruptcy Code.

Section 11.05 Term of Bankruptcy Injunction or Stays

Unless otherwise provided herein or in the Confirmation Order, all injunctions or stays provided for in this Chapter 11 Case under sections 105 or 362 of the Bankruptcy Code or otherwise, and extant on the Confirmation Date (excluding any injunctions or stays contained in the Plan or the Confirmation Order), shall remain in full force and effect until the Debtor's Chapter 11 Case is closed.

Section 11.06 Subordination Rights and Settlement of Related Claims

The classification and manner of satisfying all Claims under the Plan shall take into consideration all subordination rights existing as of immediately before the Effective Date, whether arising by contract or under general principles of equitable subordination, sections 510(b) or 510(c) of the Bankruptcy Code, or otherwise. All subordination rights that a Holder of a Claim may have with respect to any Distribution to be made under the Plan shall be permanently enjoined, unless otherwise agreed by the Reorganized Debtor.

Section 11.07 Preservation, Retention, Reservation and Vesting of Rights and Causes of Action

In accordance with section 1123(b) of the Bankruptcy Code, the Reorganized Debtor shall retain and have the exclusive right to enforce, after the Effective Date, any Claims, rights, and Causes of Action that the Debtor or its Estate may hold against any Entity (except as otherwise provided in this Article XI), including all Causes of Action against any Entity on account of indebtedness and any other Causes of Action in favor of the Reorganized Debtor or its Estate. The Reorganized Debtor shall be permitted to pursue such retained and revested Claims, rights, or Causes of Action in accordance with the best interests of the Reorganized Debtor and this Plan. Except as set forth in Article XI above, nothing contained in the Plan or the Confirmation Order will be deemed to be a waiver or the relinquishment of any Claims, rights or Causes of Action that the Debtor or the Reorganized Debtor may have or which the Reorganized Debtor may choose to assert on behalf of the Estate under any provision of the Bankruptcy Code or any applicable nonbankruptcy law, including, without limitation, (a) any and all Claims against any Person or entity, to the extent such Person or entity asserts a cross-claim, counterclaim and/or claim for setoff which seeks affirmative relief against the Debtor, the Reorganized Debtor, or their respective officers, directors or representatives, and (b) the turnover of any property of the Estate.

Exhibit E to Order
Commutation Opt-Out Notice

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

In re:)	
	)	Chapter 11
LOMBARD PUBLIC FACILITIES)	
CORPORATION,	)	Case No. 17-22517
)	
Debtor.	)	Hon. Jacqueline P. Cox

**NOTICE OF BOND INSURER'S COMMUTATION
OFFER TO HOLDERS OF LOMBARD PUBLIC FACILITIES
CORPORATION, CONFERENCE CENTER AND HOTEL FIRST
TIER REVENUE BONDS, SERIES 2005A-2, ISSUED PURSUANT TO
THE INDENTURE OF TRUST DATED AS OF AUGUST 1, 2005, AS AMENDED BETWEEN
LOMBARD PUBLIC FACILITIES CORPORATION AND AMALGAMATED BANK
OF CHICAGO, AS INDENTURE TRUSTEE AND PROCEDURE TO OPT-OUT OF THE
COMMUTATION OFFER**

PLEASE TAKE NOTICE that ACA Financial Guaranty Corporation ("**ACA**") insures the Lombard Public Facilities Corporation, Conference Center and Hotel First Tier Revenue Bonds, Series 2005A-2 bearing the CUSIPS set forth at the bottom of the page (the "**Series A-2 Bonds**").

PLEASE TAKE FURTHER NOTICE that in connection with the *Plan of Reorganization of Lombard Public Facilities Corporation under Chapter 11 of the Bankruptcy Code* (as may be amended or modified, the "**Plan**")¹ and the transactions contemplated therein, ACA will pay each holder of Series A-2 Bonds (collectively, the "**Bondholders**") who does not timely opt out of the Commutation Offer the Commutation Consideration and in exchange for such Commutation Consideration, each such holder of Series A-2 Bonds (who does not opt out of the Commutation Offer) shall be deemed to release ACA from any and all claims or Causes of Action against, under, or relating to the Bond Insurance Policy. The Commutation Offer and Commutation Consideration are described in detail in the Plan and Disclosure Statement. In addition, Exhibit E to the Disclosure Statement describes ACA's current financial condition (a copy of which is attached herein). **ACA STRONGLY URGES EACH HOLDER OF SERIES A-2 BONDS TO CAREFULLY REVIEW EXHIBIT E TO THE DISCLOSURE STATEMENT (A COPY OF WHICH IS ATTACHED HEREIN) AND CAREFULLY CONSIDER THE COMMUTATION OFFER.**

PLEASE TAKE FURTHER NOTICE that the Commutation Consideration will equal 20% of the principal amount of Series A-2 Bonds held by any Bondholder participating in the Commutation Offer as of the Effective Date.

PLEASE TAKE FURTHER NOTICE that the Commutation Consideration is **IN ADDITION** to the Series A-2 Hard Bonds and the Subordinate Series A-2 CABs that will be distributed under the Plan.

IF YOU ARE A BONDHOLDER AND WISH TO RECEIVE the Commutation Consideration, **DO NOT** return this form. All Bondholders who do not opt out and who still hold their Series A-2 Bonds

¹ Capitalized terms used but not defined herein shall have the meanings given in the Plan. Electronic copies of the Disclosure Statement and Plan are included on the Case Website at <http://dm.epiq11.com/LPF>.

on the Effective Date will automatically receive the Commutation Consideration on or shortly after the Effective Date of the Plan and **will be deemed to have elected to accept the Commutation Offer and to release ACA from all claims under the Bond Insurance Policy, each as more fully set forth in Section 5.10 of the Plan.**

IF YOU ARE A BONDHOLDER AND DO NOT WISH TO RECEIVE THE COMMUTATION CONSIDERATION AND INSTEAD WISH TO RETAIN ANY CLAIMS AND CAUSES OF ACTION AGAINST ACA WITH RESPECT TO THE BOND INSURANCE POLICY (WITH ANY PAYMENTS UNDER THE RESTRUCTURED SERIES A-2 TRUST BONDS BEING DEEMED PARTIAL PAYMENTS UNDER THE SERIES A-2 BONDS, AS MORE FULLY SET FORTH IN SECTION [5.11(C)] OF THE PLAN), YOU MUST CHECK THE BOX BELOW AND MUST RETURN THE OPT OUT FORM IN ACCORDANCE WITH THE DIRECTIONS FURTHER BELOW NO LATER THAN _____, 2017 (THE "OPT-OUT DEADLINE"):

IF YOU ARE AN OWNER OF SERIES A-2 BONDS BEARING THE CUSIP SET FORTH AT THE BOTTOM OF THE PAGE CHECK THE BOX BELOW ONLY IF YOU DO NOT WISH TO RECEIVE THE COMMUTATION CONSIDERATION FROM ACA:

The undersigned hereby declines to participate in the ACA Commutation Offer contained in [Section 5.11 of the Plan], and will **NOT** be entitled to receive any portion of the Commutation Consideration payable by ACA. The undersigned does **NOT** release ACA from all claims under the Bond Insurance Policy.

Beneficial owners of the Series A-2 Bonds who do not timely make an election to opt out of the Commutation Offer will **be deemed to have elected to accept the Commutation Offer and to release ACA from all claims under the Bond Insurance Policy, as more fully set forth in Section [5.11(b)] of the Plan.**

CERTIFICATION. By making an election to Opt-Out and NOT receive the Commutation Consideration, the Bondholder certifies and/or acknowledges that it: (a) is the holder of the Series A-2 Bonds, (b) has been provided with a copy of the Plan and the Disclosure Statement, and (c) acknowledges that this Opt-Out Notice is subject to all the terms and conditions set forth in the Plan, the Disclosure Statement and the Disclosure Statement Order.

CERTIFICATION. The undersigned certifies that the undersigned was the beneficial owner of the Series A-2 Bonds in the aggregate unpaid principal amount shown below.

Aggregate unpaid principal amount held: _____

(For purposes of this Opt-Out Notice, do not adjust the principal amount for any accrued or unmatured interest.)

(a) Name of beneficial holder: _____

(b) Account(s) number(s) (if applicable): _____

(c) Social Security or Federal Tax I.D. No.: _____

Signature: _____

By: _____

Title: _____

Street Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Date Completed: _____

INSTRUCTIONS FOR THE RETURN OF THE OPT-OUT NOTICE

Only for holders of Series A-2 Bonds who wish to opt out and NOT accept the Commutation Offer

[NOTE: The Notice will be customized with one of these two return instructions, since we do not want to include the Epiq address to holders through a Nominee]

Instructions for beneficial owners of Series A-2 Bonds held in their own name

Return the fully completed Opt-Out notice so that it is received by the Opt Out Deadline at the following address:

Epiq Bankruptcy Solutions, LLC
777 Third Avenue, 12th Floor
New York, NY 10022
Attn: Lombard Opt-Out Processing

Questions may be directed to Epiq Bankruptcy Solutions, LLC (“Epiq”) at (646) 282-2500, or by email to tabulatoin@epiqsystems.com (with “Lombard Opt Out” in the subject line. Email address is for inquiries only; Opt-Out Notices may NOT be submitted via email.

Instructions for beneficial owners of Series A-2 Bonds held through a Nominee.

Your bank, brokerage firm, trust company or other nominee (a “Nominee”) must process any Opt Out direction on your behalf by the Opt-Out Deadline. You must follow the instructions of your Nominee with respect to providing your directions with respect to the Opt-Out Notice to the Nominee. You must allow sufficient time for your Nominee to submit your underlying Series-A-2 Bonds via DTC’s Automated Tender Offer Program (“ATOP”) (in the event The Depository Trust Company (“DTC”) permits ATOP to be utilized), or submitted to the indenture trustee (in the event DTC does not permit use of the ATOP system). Please allow additional time for your Nominee to act on your behalf by the Opt-Out Deadline.