Ord 24-4420

MINUTES of a regular public meeting of the President and Board of Trustees of the Village of Barrington, Cook and Lake Counties, Illinois, held at the Village Hall, located at 200 South Hough Street, in said Village at 7:30 o'clock P.M., on the 8th day of July, 2024.

* * *

The President called the meeting to order and directed the Village Clerk to call the roll.

Upon the roll being called, Karen Darch, the President, and the following Trustees were physically present at said location: Trustees Sholeen, Windrasek, Dunear, Moran, Prigge & President Darch

The following Trustees were allowed by a majority of the members of the President and Board of Trustees in accordance with and to the extent allowed by rules adopted by the President and Board of Trustees to attend the meeting by video or audio conference: None

No Trustee was not permitted to attend the meeting by video or audio conference.

The following Trustees were absent and did not participate in the meeting in any manner or to any extent whatsoever: Trustee Lohmeyer

The President announced that the next item for consideration would be an ordinance authorizing the engagement of Bernardi Securities, Inc. and Chapman and Cutler LLP in connection with a potential refunding of the Village's outstanding General Obligation Refunding Bonds (Alternate Revenue Source), Series 2015.

Whereupon President Darch presented and the Village Clerk read by title an ordinance as follows, a copy of which was provided to each Trustee prior to said meeting and to everyone in attendance at said meeting who requested a copy:

ORDINANCE NUMBER 24-4420

AN ORDINANCE authorizing the Village of Barrington, Cook and Lake Counties, Illinois, to engage Bernardi Securities, Inc. and Chapman and Cutler LLP in connection with the refunding of certain outstanding bonds of said Village.

WHEREAS, the Village of Barrington, Cook and Lake Counties, Illinois (the *"Village"*), has previously issued and has outstanding its General Obligation Bonds (Waterworks and Sewerage System Alternate Revenue Source), Series 2015 (the *"Prior Bonds"*); and

WHEREAS, the Prior Bonds may be redeemed prior to maturity on any date on or after December 15, 2024 (the *"Redemption Date"*); and

WHEREAS, the President and Board of Trustees of the Village (the *"Corporate Authorities"*) have determined that it may be advisable, necessary and in the best interests of the Village to refund all or a portion of the outstanding Prior Bonds to the Redemption Date (the *"Refunding"*) and to issue general obligation bonds of the Village (the *"Bonds"*) for the purpose of paying the costs of the Refunding; and

WHEREAS, for the purposes of effectuating the Refunding and the issuance of the Bonds, it is necessary for the Village to retain certain municipal bond industry professionals to assist the Village in executing such transactions; and

WHEREAS, the Corporate Authorities now wish to authorize the Village to retain the services of (i) Bernardi Securities, Inc. (*"Bernardi"*) as underwriter and (ii) Chapman and Cutler LLP (*"Chapman"*) as bond and disclosure counsel to the Village in connection with the issuance of the Bonds and the Refunding:

NOW THEREFORE Be It Ordained by the President and Board of Trustees of the Village of Barrington, Cook and Lake Counties, Illinois, as follows:

Section 1. *Incorporation of Preambles*. The Corporate Authorities hereby find that the recitals contained in the preambles to this Ordinance are true, correct and complete and do hereby incorporate them into this Ordinance by this reference.

Section 2. *Authorization of Engagement with Bernardi.* The Corporate Authorities hereby authorize the Village to engage Bernardi as underwriter in connection with the issuance of the Bonds for the Refunding. The President of the Board or any officer of the Village is hereby authorized to execute an engagement letter with Bernardi for such purpose. The Corporate Authorities acknowledge receipt of Bernardi's risk disclosures provided pursuant to Rule G-17 promulgated by the Municipal Securities Rulemaking Board.

Section 3. *Authorization of Engagement with Chapman*. The Corporate Authorities hereby authorize the Village to engage Chapman as bond and disclosure counsel in connection with the issuance of the Bonds for the Refunding. The President of the Board or any officer of the Village is hereby authorized to execute an engagement letter with Chapman for such purpose.

Section 4. *Severability*. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

Section 5. *Repealer*. All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

Section 6. *Publication and Effective Date*. This Ordinance shall be published in pamphlet form and shall be effective immediately.

Passed by the Corporate Authorities on July 8, 2024.

APPROVED: July 8, 2024.

Karen Y. Darch
President

AYES: Trustees Holden Wondrasek, Duncan, Moran & Prissel & President Darch

NAYS: None

ABSENT: Trustee Dohmeyer

RECORDED in the Municipal Records on July 8, 2024.

PUBLISHED in pamphlet form by authority of the President and Board of Trustees on July 8, 2024.

ATTEST:

Tony Cigavel
Village Clerk

[SEAL]

Village of Barrington CORPORATE SEAL Cook & Lake Counties, IL

Trustee Sholeen moved and Trustee Duncan seconded the motion that said ordinance as presented and read by title by the Village Clerk be adopted.

After a full and complete discussion thereof, the President directed that the roll be called for a vote upon the motion to adopt the ordinance as read by title.

Upon the roll being called, the following Trustees voted AYE: Trustees Sholeen, Wondrasek, Duncan, Moran, Prigge & President Daake

NAY: None

Whereupon the President declared the motion carried and the ordinance adopted, and henceforth did approve and sign the same in open meeting and did direct the Village Clerk to record the same in full in the records of the President and Board of Trustees of the Village of Barrington, Cook and Lake Counties, Illinois, which was done.

Other business not pertinent to the adoption of said ordinance was duly transacted at said meeting.

Upon motion duly made and seconded, the meeting was adjourned.

Tara Cigale
Village Clerk

Village of Barrington CORPORATE SEAL Cook & Lake Counties, IL

BERNARDI SECURITIES

MUNICIPAL BOND SPECIALISTS

Ms. Karen Darch, President
Village of Barrington
200 S. Hough Street
Barrington, Illinois 60010

July 8, 2024

Dear Ms. Darch:

Bernardi Securities, Inc., acting as Underwriter (the "Underwriter"), anticipates structuring and underwriting General Obligation Refunding Bonds (Alternate Revenue Source), Series 2024 (the "Bonds"), on behalf of the Village of Barrington, Cook and Lake Counties, Illinois (the "Issuer") for the purpose of (i) refunding the Village's outstanding General Obligation Bonds (Waterworks and Sewerage System Alternate Revenue Source), Series 2015, and (ii) paying for the costs of issuance associated with the Bonds.

This contract serves as the Underwriter's authorization to structure and underwrite the Bonds in connection with a public or limited offering of the Bonds. Included in this letter are the disclosures required by Municipal Securities Rulemaking Board (MSRB) Rule G-17 regarding our role, duties and interests as Underwriter of the Bonds.

Your execution of this letter will confirm that Bernardi Securities, Inc. ("Bernardi Securities") will serve as Underwriter of the Bonds, and will enable us to provide advice with respect to the structure, timing, terms, and other similar matters concerning the Bonds pursuant to the underwriter exclusion under the municipal advisor registration rules of the U.S. Securities and Exchange Commission.

At such time as the Issuer has approved all of the documents and proceedings related to the issuance of the Bonds, the Underwriter will be expected to submit a detailed bond purchase agreement to the Issuer for execution that includes, among other things, final interest rates, dated date, principal maturity dates, interest payment dates, and other closing documents for issuing the Bonds.

All costs of issuance are to be paid from Bond proceeds and, as applicable, other funds. These costs include but are not limited to: legal fees (Issuer's Counsel, Bond Counsel, Disclosure Counsel and Underwriter's Counsel), trustee fees, if any, paying agent/bond registrar fees, book-entry setup charges, closing costs, escrow verification fees, if any, escrow agent fees, if any, CUSIP costs, and any rating and bond insurance fees. Bernardi's underwriting fee will also be paid from a percentage of Bond proceeds, which is the combination of the par amount of the Bonds and premium, if applicable. Based on this understanding, our fee shall not exceed 0.70% of the proceeds of the Bonds.

As with any Bond issue, your obligation to pay principal and interest will be an obligation that will require you to make these payments no matter what budget constraints you encounter.

Furthermore, to the extent that you agree in the Bond issue to rate covenants, additional bond tests or other financial covenants, these may constrain your ability to operate and to issue additional debt and, if you do not comply with these covenants, they can result in a failure to perform with respect to the Bond issue.

If the Bonds are issued as tax-exempt or tax-advantaged obligations, this requires that you comply with various federal tax law requirements and restrictions relating to how you use and invest the proceeds of the Bonds, how you use any facilities constructed or improved with proceeds of the Bonds and other restrictions throughout the term of the Bonds. These requirements and restrictions may constrain how you operate the financed facilities and may preclude you from capitalizing on certain opportunities. Further, violation of these requirements and restrictions can result in a loss of the tax-exempt or tax-advantaged status of the Bonds, and may cause you to become liable to the Internal Revenue Service and to the owners of the Bonds. In addition, in the event of an audit of the Bonds by the IRS, obtaining an independent review of IRS positions with which you legitimately disagree is difficult and may not be practicable.

The designation of Bernardi Securities as underwriter applies solely to this issue. We encourage you to consult with your own legal, accounting, tax, financial and other advisors, as applicable, to the extent you deem appropriate.

MSRB Rule G-17 Disclosures

Certain disclosures relating to the Bonds are required by MSRB Rule G-17 as set forth in MSRB Notice 2019-20 (Nov. 8, 2019). The following MSRB Rule G-17 conflict of interest disclosures are broken into three types including: (1) dealer-specific conflicts of interests disclosures (if applicable); (2) transaction-specific disclosures (if applicable); and (3) standard disclosures.

1. Dealer-Specific Conflicts of Interest Disclosures:

   - Bernardi Securities is a full service securities firm and as such Bernardi Securities and its affiliates may from time to time provide brokerage and other services and products to municipalities, other institutions, and individuals, including the Issuer, certain Issuer officials and employees, and potential purchasers of the Bonds. If these services are rendered, Bernardi Securities may receive customary compensation, however, such services are not related to the proposed offering of the Bonds.

   - In the ordinary course of fixed income trading business, Bernardi Securities may purchase, sell, or hold a broad array of investments and may actively trade securities and other financial instruments, including the Bonds and other municipal Bonds, for its own account and for the accounts of customers, including its employees and their family members, where Bernardi Securities may receive a mark-up or mark-down. Such investments and trading activities may involve or relate to the offering or other assets, securities and/or instruments of the Issuer and/or persons and entities with relationships with the Issuer.

- Bernardi Securities has not identified any additional potential or actual material conflicts that require disclosure to you. If potential or actual conflicts arise in the future, we will provide you with supplemental disclosures about them.

2. Transaction Specific Disclosures

- *Disclosures Concerning Complex Municipal Securities Financing*:

    - We have not recommended a financing structure to you that may be a "complex municipal securities financing" for purposes of MSRB Rule G-17. However, we have attached a general description of the financial characteristics and security structures of fixed rate municipal bonds, as well as a general description of certain financial risks that are known to us and reasonably foreseeable at this time and that the Issuer should consider before issuing the Bonds.

3. Standard Disclosures

- *Disclosures Concerning the Underwriter's Role*:

    - MSRB Rule G-17 requires us to deal fairly at all times with both municipal issuers and investors.

    - Bernardi Securities will only serve as an underwriter. As Underwriter, our primary role is to purchase the Bonds with a view to distribution in an arm's length commercial transaction with the Issuer. It is important for you to understand that, in this role, Bernardi Securities has financial and other interests that differ from yours.

    - Unlike a municipal advisor, as an Underwriter, we do not have a fiduciary duty to the Issuer under the federal securities laws and, therefore, are not required by federal law to act in the best interests of the Issuer without regard to our own financial or other interests. At the Issuer's request, Bernardi Securities may provide incidental services, including advice as to the structure, timing, terms and other matters concerning the issuance of the Bonds. Please note the Bernardi Securities would be providing such services only in its capacity as an Underwriter and not as a municipal advisor to the Issuer.

    - You may choose to engage the services of a municipal advisor with a fiduciary obligation to represent the Issuer's interest in this transaction.

    - Our duty to purchase the Bonds from you at fair and reasonable prices is balanced with our duty to sell the Bonds to investors at fair and reasonable prices.

    - We will review the Issuer's official statement for the Bonds in accordance with, and as part of, our responsibilities to investors under federal securities laws, as applied to the facts and circumstances of this transaction. The review of the

official statement by the Underwriter is solely for purposes of satisfying the Underwriter's obligations under the federal securities laws and such review should not be construed by the Issuer as a guarantee of the accuracy or completeness of the information in the Official Statement.

- *Disclosures Concerning Underwriter's Compensation*:

    - Bernardi Securities will be compensated by an underwriting fee, the exact amount of which will be set forth in the bond purchase agreement to be negotiated and entered into in connection with the issuance of the Bonds. Payment or receipt of the underwriting fee will be contingent on the closing of the transaction and as set forth above, the amount of the fee will be based on a percentage of the principal amount of the Bonds and premium, if applicable. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since Bernardi Securities may have an incentive to recommend to you a transaction that is unnecessary or to recommend that the size of the transaction is larger than is necessary.

Accompanying this letter is a risk disclosure document describing financial characteristics and security structures of fixed rate municipal bonds as wells as a general description of certain financial risks.

If there is any aspect of the foregoing disclosures that requires further clarification, please do not hesitate to contact us. We understand that you have the authority to bind the Issuer by contract with us, and that you are not a party to any conflict of interest relating to the proposed offering.

The Issuer understands the primary contact for this process will be Robert P. Vail.

Please indicate your acknowledgement and acceptance of the foregoing matters and return an executed copy of this letter to us. We look forward to working with you on this transaction.

BERNARDI SECURITIES, INC.

By: _____

Name: Robert P. Vail
Title: Senior Vice President

ACCEPTED BY:

By: _____
Its: President

CHAPMAN
Focused on Finance

Kent M. Floros
Partner

Chapman and Cutler LLP
320 South Canal Street, 27th Floor
Chicago, Illinois 60606

D 312.845.3723
F 312.516.1923
floros@chapman.com

July 3, 2024

Ms. Katrina Hanna
Director of Financial Services
Village of Barrington
200 South Hough Street
Barrington, Illinois 60010

Re: Village of Barrington,
Cook and Lake Counties, Illinois (the *"Village"*)
General Obligation Refunding Bonds
(Waterworks and Sewerage System Alternate Revenue Source), Series 2024

Dear Katrina:

We are pleased to provide an engagement letter for our services as bond counsel and disclosure counsel for the bonds in reference (the *"Bonds"*). For convenience and clarity, we may refer to the Village in its corporate capacity and to you, the Village officers (including the governing body of the Village) and employees and general and special counsel to the Village, collectively as *"you"* (or the possessive *"your"*). You have advised us that the purpose of the issuance of the Bonds is to refund certain outstanding bonds of the Village. You are retaining us for the limited purpose of rendering our customary approving legal opinion as described in detail below.

A. DESCRIPTION OF SERVICES AS BOND COUNSEL

As Bond Counsel, we will work with you and the following persons and firms: the underwriters or other bond purchasers who purchase the Bonds from the Village (all of whom are referred to as the *"Bond Purchasers"*), counsel for the Bond Purchasers, financial advisors, trustee, paying agent and bond registrar and their designated counsel (you and all of the foregoing persons or firms, collectively, the *"Participants"*). We intend to undertake each of the following as necessary:

1. Review relevant Illinois law, including pending legislation and other recent developments, relating to the legal status and powers of the Village or otherwise relating to the issuance of the Bonds.

2. Obtain information about the Bond transaction and the nature and use of the facilities or purposes financed with the proceeds of the bonds to be refunded (the *"Project"*).

3. Review the proposed timetable and consult with the Participants as to the issuance of the Bonds in accordance with the timetable.

4. Consider the issues arising under the Internal Revenue Code of 1986, as amended, and applicable tax regulations and other sources of law relating to the issuance of the Bonds on a tax-exempt basis; these issues include, without limitation, ownership and use of the Project, use and investment of Bond proceeds prior to expenditure and security provisions or credit enhancement relating to the Bonds.

5. Prepare or review major Bond documents, including tax compliance certificates, review the bond purchase agreement, if applicable, and, at your request, draft descriptions of the documents which we have drafted. We understand that the Bond Purchasers have undertaken to independently perform their due diligence investigation with respect to the Bonds. As Bond Counsel, we assist you in reviewing only those portions of an official statement or any other disclosure document to be disseminated in connection with the sale of the Bonds involving the description of the Bonds, the security for the Bonds (excluding forecasts, projections, estimates or any other financial or economic information in connection therewith), the description of the federal tax exemption of interest on the Bonds and, if applicable, the "bank-qualified" status of the Bonds.

6. Prepare or review all pertinent proceedings to be considered by the governing body of the Village; confirm that the necessary quorum, meeting and notice requirements are contained in the proceedings and draft pertinent excerpts of minutes of the meetings relating to the financing.

7. Attend or host such drafting sessions and other conferences as may be necessary, including a preclosing, if needed, and closing; and prepare and coordinate the distribution and execution of closing documents and certificates, opinions and document transcripts.

8. Render our legal opinion regarding the validity of the Bonds, the source of payment for the Bonds and the federal income tax treatment of interest on the Bonds, which opinion (the *"Bond Opinion"*) will be delivered in written form on the date the Bonds are exchanged for their purchase price (the *"Closing"*). The Bond Opinion will be based on facts and law existing as of its date. Please see the discussion below at Part E. Please note that our opinion represents our legal judgment based upon our review of the law and the facts so supplied to us that we deem relevant and is not a guarantee of a result.

B. DESCRIPTION OF SERVICES AS DISCLOSURE COUNSEL

As Disclosure Counsel we will:

1. Assist in the preparation and compilation of the official statement (the *"Official Statement"*) with respect to the Bonds. To the extent that Bernardi Securities, Inc. (the *"Underwriter"*), and the Village request us to act as the draftsman and compiler of such document, the participants to this transaction, including particularly the Village, should understand that the primary obligation for adequate disclosure rests with the Village, and recognize that substantial parts of the offering document may be prepared by other participants, who will have their own obligations for adequate and complete information with respect to information that they supply. In compiling such offering document we are *not* undertaking to perform the duties of the Village or any other transaction participant to provide full, complete and accurate information. We will not pass upon, and or assume responsibility for, the accuracy or completeness of, and will not independently verify, the underlying facts ultimately included in the Official Statement. In particular, we will not be reviewing or passing upon (i) the information relating to The Depository Trust Company and its book-entry only system; (ii) the information relating to the credit providers, if any, contained or incorporated in any section of, or Appendix to, the Official Statement containing information relating to any credit provider, (iii) any financial statements or other financial, operating, statistical or accounting data contained or incorporated therein, including without limitation, information or omissions with respect to any unfunded pension or other post-employment benefits liabilities; (iv) information concerning any past, pending or threatened litigation against the Village or the Underwriter; nor (v) the information concerning the Village contained in or incorporated by reference.

2. Deliver (a) an opinion to the Village and the Underwriter to the effect that the Bonds are not required to be registered with the Securities and Exchange Commission and (b) letters to the Village and the Underwriter the effect that, in the course of our engagement on such matter, no facts have come to our attention which lead us to believe that the Official Statement contained as of its date or the date of closing any untrue statement of a material fact or omitted or omits to state a material fact required to be stated therein or necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

C. LIMITATIONS; SERVICES WE DO NOT PROVIDE

Our services as Bond Counsel and Disclosure Counsel described above (the *"Services"*) are limited as stated above. Consequently, unless otherwise agreed pursuant to a separate engagement letter, our Services *do not* include:

1. Giving any advice, opinion or representation as to the financial feasibility or the fiscal prudence of issuing the Bonds, including, without limitation, the undertaking of the Project, the investment of Bond proceeds, the making of any investigation of or the expression of any view as to the creditworthiness of the Village, of the Project or of the Bonds or the form, content, adequacy or correctness of the financial statements of the Village. We will not offer you financial advice in any capacity beyond that constituting services of a traditionally legal nature.

2. Independently establishing the veracity of certifications and representations of you or the other Participants. For example, we will not review the data available on the Electronic Municipal Market Access system website created by the Municipal Securities Rulemaking Board (and commonly known as "EMMA") to verify the information relating to the Bonds to be provided by the Bond Purchasers, and we will not undertake a review of your website to establish that information contained therein corresponds to that which you provide independently in your certificates or other transaction documents.

3. Supervising any state, county or local filing of any proceedings held by the governing body of the Village incidental to the Bonds.

4. Preparing any of the following — requests for tax rulings from the Internal Revenue Service (the *"IRS"*), blue sky or investment surveys with respect to the Bonds, state legislative amendments or pursuing test cases or other litigation.

5. Performing an independent investigation to determine the accuracy, completeness or sufficiency of the Official Statement; and, after the execution and delivery of the Bonds, providing advice as to any Securities and Exchange Commission investigations or concerning any actions necessary to assure compliance with any continuing disclosure undertaking. Please see our comments below at Paragraphs (E)(5) and (E)(6).

6. After Closing, providing continuing advice to the Village or any other party concerning any actions necessary to assure that interest paid on the Bonds will continue to be tax-exempt; *e.g.,* we will not undertake rebate calculations for the Bonds without a separate engagement for that purpose, we will not monitor the investment, use or expenditure of Bond proceeds or the use of the Project, and we are not retained to respond to IRS audits.

7. Any other services not specifically set forth above in Parts A and B.

D. ATTORNEY-CLIENT RELATIONSHIP; REPRESENTATION OF OTHERS

Upon execution of this engagement letter, the Village will be our client, and an attorney-client relationship will exist between us. However, our Services as Bond Counsel and Disclosure Counsel are limited as set forth in this engagement letter, and your execution of this

engagement letter will constitute an acknowledgment of those limitations. Also please note that the attorney-client privilege, normally applicable under state law, may be diminished or non-existent for written advice delivered with respect to Federal tax law matters.

This engagement letter will also serve to give you express written notice that from time to time we represent in a variety of capacities and consult with most underwriters, investment bankers, credit enhancers such as bond insurers or issuers of letters of credit, ratings agencies, investment providers, brokers of financial products, financial advisors, banks and other financial institutions and other persons who participate in the public finance market on a wide range of issues. We may represent the Bond Purchasers in other matters not related to the Bond transaction. Prior to execution of this engagement letter we may have consulted with one or more of such firms regarding the Bonds including, specifically, the Bond Purchasers. We are advising you, and you understand that the Village consents to our representation of it in this matter, notwithstanding such consultations, and even though parties whose interests are or may be adverse to the Village in this transaction are clients in other unrelated matters. Your acceptance of our services constitutes consent to these other engagements. Neither our representation of the Village nor such additional relationships or prior consultations will affect, however, our responsibility to render an objective Bond Opinion.

Your consent does not extend to any conflict that is not subject to waiver under applicable Rules of Professional Conduct (including Circular 230 discussed below), or to any matter that involves the assertion of a claim against the Village or the defense of a claim asserted by the Village. In addition, we agree that we will not use any confidential non-public information received from you in connection with this engagement to your material disadvantage in any matter in which we would be adverse to you.

Circular 230 as promulgated by the U.S. Department of Treasury (*"Circular 230"*) provides rules of professional conduct governing tax practitioners. Circular 230 includes provisions regarding conflicts of interest and related consents that in some respects are stricter than applicable state rules of professional conduct which otherwise apply. In particular, Circular 230 requires your consent to conflicts of interest be given in writing within 30 days of the date of this letter. If we have not received all of the required written consents by this date, we may be required under Circular 230 to "promptly withdraw from representation" of the Village in this matter.

Further, this engagement letter will also serve to give you express notice that we represent many other municipalities, school districts, park districts, counties, townships, special districts and units of local government both within and outside of the State of Illinois and also the State itself and various of its agencies and authorities (collectively, the *"governmental units"*). Most but not all of these representations involve bond or other borrowing transactions. We have assumed that there are no controversies pending to which the Village is a party and is

taking any position which is adverse to any other governmental unit, and you agree to advise us promptly if this assumption is incorrect. In such event, we will advise you if the other governmental unit is our client and, if so, determine what actions are appropriate. Such actions could include seeking waivers from both the Village and such other governmental unit or withdrawal from representation.

We anticipate that the Village will have its general or special counsel available as needed to provide advocacy in the Bond transaction and has had the opportunity to consult with such counsel concerning the conflict consents and other provisions of this letter; and that other Participants will retain such counsel as they deem necessary and appropriate to represent their interests.

E. OTHER TERMS OF THE ENGAGEMENT; CERTAIN OF YOUR UNDERTAKINGS

Please note our understanding with respect to this engagement and your role in connection with the issuance of the Bonds.

1. In rendering the Bond Opinion and in performing any other Services hereunder, we will rely upon the certified proceedings and other certifications you and other persons furnish us. Other than as we may determine as appropriate to rendering the Bond Opinion, we are not engaged and will not provide services intended to verify the truth or accuracy of these proceedings or certifications. We do not ordinarily attend meetings of the governing body of the Village at which proceedings related to the Bonds are discussed or passed unless special circumstances require our attendance.

2. The factual representations contained in those documents which are prepared by us, and the factual representations which may also be contained in any other documents that are furnished to us by you are essential for and provide the basis for our conclusions that there is compliance with State law requirements for the issue and sale of valid bonds and with the Federal tax law for the tax exemption of interest paid on the Bonds. Accordingly, it is important for you to read and understand the documents we provide to you because you will be confirming the truth, accuracy and completeness of matters contained in those documents at the issuance of the Bonds.

3. If the documents contain incorrect or incomplete factual statements, you must call those to our attention. We are always happy to discuss the content or meaning of the transaction documents with you. Any untruth, inaccuracy or incompleteness may have adverse consequences affecting either the tax exemption of interest paid on the Bonds or the adequacy of disclosures made in the Official Statement under the State and Federal securities laws, with resulting potential liability for you. During the course of this engagement, we will further assume and rely on you to provide us with complete and timely information on all developments

pertaining to any aspect of the Bonds and their security. We understand that you will cooperate with us in this regard.

4. You should carefully review all of the representations you are making in the transaction documents. We are available and encourage you to consult with us for explanations as to what is intended in these documents. To the extent that the facts and representations stated in the documents we provide to you appear reasonable to us, and are not corrected by you, we are then relying upon your signed certifications for their truth, accuracy and completeness.

5. Issuing the Bonds as "securities" under State and Federal securities laws and on a tax-exempt basis is a serious undertaking. As the issuer of the Bonds, the Village is obligated under the State and Federal securities laws and the Federal tax laws to disclose all material facts. The Village's lawyers, financial advisers and bankers can assist the Village in fulfilling these duties, but the Village in its corporate capacity, including your knowledge, has the collective knowledge of the facts pertinent to the transaction and the ultimate responsibility for the presentation and disclosure of the relevant information. Further, there are complicated Federal tax rules applicable to tax-exempt bonds. The IRS has an active program to audit such transactions. The documents we prepare are designed so that the Bonds will comply with the applicable rules, but this means you must fully understand the documents, including the representations and the covenants relating to continuing compliance with the federal tax requirements. Accordingly, we want you to ask questions about anything in the documents that is unclear.

6. As noted, the members of the governing body of the Village also have duties under the State and Federal securities and tax laws with respect to these matters and should be knowledgeable as to the underlying factual basis for the bond issue size, use of proceeds and related matters.

7. We are also concerned about the adoption by the Village of the gift ban provisions of the State Officials and Employees Ethics Act, any special ethics or gift ban ordinance, resolution, bylaw or code provision, any lobbyist registration ordinance, resolution, bylaw or code provision or any special provision of law or ordinance, resolution, bylaw or code provision relating to disqualification of counsel for any reason. We are aware of the provisions of the State Officials and Employees Ethics Act and will assume that you are aware of these provisions as well and that the Village has adopted proceedings that are only as restrictive as such Act. However, if the Village has stricter provisions than appear in such Act or has adopted such other special ethics or lobbyist provisions, we assume and are relying upon you to advise us of same.

F. FEES

As is customary, we will bill our fees as Bond Counsel and Disclosure Counsel on a transactional basis instead of hourly. Factors which affect our billing include: (a) the amount of the Bonds; (b) an estimate of the time necessary to do the work; (c) the complexity of the issue (number of parties, timetable, type of financing, legal issues and so forth); (d) recognition of the partially contingent nature of our fee, since it is customary that in the case no financing is ever completed, we render a greatly reduced statement of charges; and (e) a recognition that we carry the time for services rendered on our books until a financing is completed, rather than billing monthly or quarterly.

Our statements of charges are customarily rendered and paid at Closing, or in some instances upon or shortly after delivery of the bond transcripts; we generally do not submit any statement for fees prior to the Closing, except in instances where there is a substantial delay from the expected timetable. In such instances, we reserve the right to present an interim statement of charges. If, for any reason, the Bonds are not issued or are issued without the rendition of our Bond Opinion as bond counsel, or our services are otherwise terminated, we expect to negotiate with you a mutually agreeable compensation.

The undersigned will be the attorney primarily responsible for the firm's services on this Bond issue, with assistance as needed from other members of our bond, securities and tax departments.

G. RISK OF AUDIT BY INTERNAL REVENUE SERVICE

The IRS has an ongoing program of auditing tax-exempt obligations to determine whether, in the view of the IRS, interest on such tax-exempt obligations is excludable from gross income of the owners for federal income tax purposes. We can give no assurances as to whether the IRS might commence an audit of the Bonds or whether, in the event of an audit, the IRS would agree with our opinions. If an audit were to be commenced, the IRS may treat the Village as the taxpayer for purposes of the examination. As noted in Paragraph 6 of Part C above, the scope of our representation does not include responding to such an audit. However, if we were separately engaged at the time, and subject to the applicable rules of professional conduct, we may be able to represent the Village in the matter.

H. END OF ENGAGEMENT AND POST-ENGAGEMENT; RECORDS

Our representation of the Village and the attorney-client relationship created by this engagement letter will be concluded upon the issuance of the Bonds. Nevertheless, subsequent to the Closing, we will prepare and provide the Participants a bond transcript in a CD-ROM

format pertaining to the Bonds and make certain that a Federal Information Reporting Form 8038-G is filed.

Please note that you are engaging us as special counsel to provide legal services in connection with a specific matter. After the engagement, changes may occur in the applicable laws or regulations, or interpretations of those laws or regulations by the courts or governmental agencies, that could have an impact on your future rights and liabilities. Unless you engage us specifically to provide additional services or advice on issues arising from this matter, we have no continuing obligation to advise you with respect to future legal developments.

This will be true even though as a matter of courtesy we may from time to time provide you with information or newsletters about current developments that we think may be of interest to you. While we would be pleased to represent you in the future pursuant to a new engagement agreement, courtesy communications about developments in the law and other matters of mutual interest are not indications that we have considered the individual circumstances that may affect your rights or have undertaken to represent you or provide legal services.

At your request, to be made at or prior to Closing, any other papers and property provided by the Village will be promptly returned to you upon receipt of payment for our outstanding fees and client disbursements. All other materials shall thereupon constitute our own files and property, and these materials, including lawyer work product pertaining to the transaction, will be retained or discarded by us at our sole discretion. You also agree with respect to any documents or information relating to our representation of you in any matter which have been lawfully disclosed to the public in any manner, such as by posting on EMMA, your website, newspaper publications, filings with a County Clerk or Recorder or with the Secretary of State, or otherwise, that we are permitted to make such documents or information available to other persons in our reasonable discretion. Such documents might include (without limitation) legal opinions, official statements, resolutions, or like documents as assembled and made public in a governmental securities offering.

In addition, we employ cloud-based applications to transmit and to store some or all information concerning this engagement, including the confidential or personal information you provide us. This means that the information you provide with respect to this engagement will not necessarily be stored within our firm or our network, but rather on a third-party's servers, which is commonly referred to as being stored in the cloud. We have reviewed the terms of use, policies, procedures and security practices of each cloud provider we use and your information will be encrypted while in transit to that third party's servers and while at rest in the cloud. While we cannot provide any type of guarantee about the security of the information stored in the cloud, we have concluded the respective cloud providers' practices are compatible with our professional obligations regarding confidential treatment of your information. If you have any

concerns about the cloud applications we use please contact us and we will be glad to discuss them further with you.

We call your attention to the Village's own record keeping requirements as required by the IRS. Answers to frequently asked questions pertaining to those requirements can be found on the IRS' website under frequently asked questions related to tax-exempt bonds at www.irs.gov (click on "Tax Exempt Bond Community", then "Frequently Asked Questions"), and it will be your obligation to comply for at least as long as any of the Bonds (or any future bonds issued to refund the Bonds) are outstanding, plus three years.

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I. YOUR SIGNATURE REQUIRED

If the foregoing terms are acceptable to you, please so indicate by returning the enclosed copy of this engagement letter dated and signed by an authorized officer not later than 30 days after the date of this letter, retaining the original for your files. Please note that if we perform Services prior to your executing this engagement letter, this engagement letter shall be effective as of the date we have begun rendering the Services. We will provide copies of this letter to certain of the Participants to provide them with an understanding of our role. We look forward to working with you.

Very truly yours,

CHAPMAN AND CUTLER LLP

By Kent M. Floros
Kent M. Floros

Accepted and Approved:

VILLAGE OF BARRINGTON, COOK AND LAKE COUNTIES, ILLINOIS

By: Karen Y Nauck

Title: Village President

Date: July 8, 2024

KMF:nr
Enclosure

cc: Mr. Kevin Wills

BERNARDI SECURITIES

MUNICIPAL BOND SPECIALISTS

Village of Barrington, Cook and Lake Counties, Illinois

General Obligation Refunding Bonds (Alternate Revenue Source), Series 2024

July 8, 2024

RISK DISCLOSURES PURSUANT TO MSRB RULE G-17

FIXED RATE BONDS
(THAT ARE NOT "COMPLEX MUNICIPAL SECURITIES FINANCINGS")

The following is a general description of the financial characteristics and security structures of fixed rate municipal bonds (*"Fixed Rate Bonds"*), as well as a general description of certain financial risks that are known to us and reasonably foreseeable at this time and that you should consider before deciding whether to issue Fixed Rate Bonds. If you have any questions or concerns about these disclosures, please make those questions or concerns known immediately to us. In addition, you should consult with your financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent you deem appropriate.

FINANCIAL CHARACTERISTICS

Maturity and Interest. Fixed Rate Bonds are interest-bearing debt securities issued by state and local governments, political subdivisions and agencies and authorities, whether for their benefit or as a conduit issuer for a nongovernmental entity. Maturity dates for Fixed Rate Bonds are fixed at the time of issuance and may include serial maturities (specified principal amounts are payable on the same date in each year until final maturity) or one or more term maturities (specified principal amounts are payable on each term maturity date) or a combination of serial and term maturities. The final maturity date typically will range between 10 and 30 years from the date of issuance. Interest on the Fixed Rate Bonds typically is paid semiannually at a stated fixed rate or rates for each maturity date.

Redemption. Fixed Rate Bonds may be subject to optional redemption, which allows you, at your option, to redeem some or all of the bonds on a date prior to scheduled maturity, such as in connection with the issuance of refunding bonds to take advantage of lower interest rates. Fixed Rate Bonds will be subject to optional redemption only after the passage of a specified period of time, often approximately ten years from the date of issuance, and upon payment of the redemption price set forth in the bonds, which may include a redemption premium. You will be required to send out a notice of optional redemption to the holders of the bonds, usually not less than 30 days prior to the redemption date. Fixed Rate Bonds with term maturity dates also may be subject to mandatory sinking fund redemption, which requires you to redeem specified principal amounts of the bonds annually in advance of the term maturity date. The mandatory sinking fund redemption price is 100% of the principal amount of the bonds to be redeemed.

SECURITY

Payment of principal of and interest on a municipal security, including Fixed Rate Bonds, may be backed by various types of pledges and forms of security, some of which are described below. The description below regarding "Security" is only a brief summary of certain possible security provisions for the bonds and is not intended as legal advice. You should consult with your bond counsel for further information regarding the security for the bonds.

General Obligation Bonds. "General obligation bonds" are debt securities to which your full faith and credit is pledged to pay principal and interest. If you have taxing power, generally you will pledge to use your ad valorem (property) taxing power to pay principal and interest. All taxable property in the taxing body is subject to the levy of taxes to pay the same without limitation as to rate or amount. The term "limited" tax is used when a limit exists as to the amount of the tax (see below).

General obligation bonds constitute a debt and, depending on applicable state law, may require that you obtain approval by voters prior to issuance. In the event of default in required payments of interest or principal, the holders of general obligation bonds have certain rights under state law to compel you to impose a tax levy.

Limited Bonds. Taxing bodies, subject to the Property Tax Extension Limitation Law of the State of Illinois, as amended (the *"Extension Limitation Law"*), can issue limited bonds. Limited bonds are issued in lieu of general obligation bonds that otherwise have been authorized by applicable law. They are payable from a separate property tax levy that is unlimited as to rate, but the amount of taxes that will be extended to pay the bonds is limited by the Extension Limitation Law. Limited bonds are payable from your debt service extension base (*the "Base"*), which is an amount equal to that portion of the extension for the applicable levy year for the payment of non-referendum bonds (other than alternate bonds or refunding bonds issued to refund bonds initially issued pursuant to referendum), increased each year, beginning with the 2009 levy year, by the lesser of 5% or the percentage in the Consumer Price Index for All Urban Consumers (as defined in the Extension Limitation Law) during the 12-month calendar year preceding the levy year. The Limitation Law further provides that the annual amount of taxes to be extended to pay the limited bonds and all other limited bonds heretofore and hereafter issued by you shall not exceed the Base less the amount extended to pay certain other non-referendum bonds heretofore and hereafter issued by you and bonds issued to refund such bonds.

Limited bonds constitute a debt. In the event of default in required payments of interest or principal, the holders of limited bonds have certain rights under state law to compel you to impose a tax levy (limited as set forth in the previous paragraph).

Alternate Bonds. Section 15 of the Local Government Debt Reform Act of the State of Illinois, as amended (the *"Debt Reform Act"*), permits you to issue alternate or "double-barrelled" bonds. Alternate bonds are general obligation bonds payable from enterprise revenues or from a revenue source, or both, with your general obligation acting as backup security for the bonds. Once issued, and until paid or defeased, alternate bonds are a general obligation, for the payment of which you pledge your full faith and credit. Such bonds are payable from the levy of ad valorem

property taxes upon all taxable property in your taxing body without limitation as to rate or amount. The intent of the Debt Reform Act is for the enterprise revenues or the revenue source to be sufficient to pay the debt service on the alternate bonds so that taxes need not be levied, or, if levied, need not be extended, for such payment.

The Debt Reform Act prescribes several conditions that must be met before alternate bonds may be issued. First, alternate bonds must be issued for a lawful corporate purpose. If issued in lieu of revenue bonds (as described below), then the revenue bonds must have been authorized under applicable law (including satisfying any backdoor referendum requirements) and the alternate bonds must be issued for the purpose for which the revenue bonds were authorized. If issued payable from a revenue source limited in its purposes or applications, then the alternate bonds must be issued only for such limited purposes or applications.

Second, alternate bonds are subject to a backdoor referendum. The issuance of alternate bonds must be submitted to referendum if, within 30 days after publication of the authorizing ordinance and notice of intent to issue the alternate bonds, a petition is filed. The petition must be signed by the greater of (i) 7.5% of your registered voters or (ii) the lesser of 200 of the registered voters or 15% of the registered voters, asking that the issuance of the alternate bonds be submitted to referendum. Backdoor referendum proceedings for revenue bonds and for alternate bonds to be issued in lieu of revenue bonds may be conducted at the same time.

Notwithstanding the previous paragraph, in governmental units with fewer than 500,000 inhabitants that propose to issue alternate bonds payable solely from enterprise revenues, except for alternate bonds that finance or refinance projects concerning public utilities, public streets and roads or public safety facilities and related infrastructure and equipment, if no petition is filed within 45 days of publication of the authorizing ordinance and notice, the alternate bonds may be issued. For purposes of this paragraph, the required number of petitioners for a governmental unit with more than 4,000 registered voters is the lesser of (i) 5% of the registered voters or (ii) 5,000 registered voters and the required number of petitioners for a governmental unit with 4,000 or fewer registered voters is the lesser of (i) 15% of the registered voters or (ii) 200 registered voters.

Third, you must demonstrate that the enterprise revenues are, or that the revenue source is, sufficient to meet the requirements of the Debt Reform Act. If enterprise revenues are pledged as security for the alternate bonds, you must demonstrate that such revenues are sufficient in each year to pay all of the following:

(a) costs of operation and maintenance of the utility or enterprise, excluding depreciation;

(b) debt service on all outstanding revenue bonds payable from such enterprise revenues;

(c) all amounts required to meet any fund or account requirements with respect to such outstanding revenue bonds;

(d) other contractual or tort liability obligations, if any, payable from such enterprise revenues; and

(e) in each year, an amount not less than 1.25 times debt service on all:

(i) outstanding alternate bonds payable from such enterprise revenues; and

(ii) the alternate bonds proposed to be issued.

If one or more revenue sources are pledged as security for the alternate bonds, you must demonstrate that such revenue sources are sufficient in each year to provide not less than 1.25 times (1.10 times if the revenue source is a government revenue source) debt service on all outstanding alternate bonds payable from such revenue source and on the alternate bonds proposed to be issued. You need not meet the test described in this paragraph for the amount of debt service set aside at closing from bond proceeds or other moneys.

The determination of the sufficiency of enterprise revenues or revenue source or sources, as applicable, must be supported by reference to the most recent audit of the governmental unit, which must be for a fiscal year ending not earlier than 18 months previous to the time of issuance of the alternate bonds. If such audit does not adequately show such enterprise revenues or revenue source, as applicable, or if such enterprise revenues or revenue source, as applicable, are shown to be insufficient, then the determination of sufficiency must be supported by the report of an independent accountant or feasibility analyst, the latter having a national reputation for expertise in such matters, who is not otherwise involved in the project being financed or refinanced with the proceeds of the alternate bonds, demonstrating the sufficiency of such revenues and explaining, if appropriate, by what means the revenues will be greater than as shown in the audit.

Alternate bonds may be issued to refund alternate bonds without meeting any of the conditions set forth above if the term of the refunding bonds is not longer than the term of the refunded bonds and that the debt service payable in any year on the refunding bonds does not exceed the debt service payable in such year on the refunded bonds.

Alternate bonds are not regarded or included in any computation of indebtedness for the purpose of any statutory provision or limitation unless taxes, other than a designated revenue source, are extended to pay the bonds. In the event taxes are extended, the amount of alternate bonds then outstanding counts against your debt limit until your audit shows that the alternate bonds have been paid from the pledged enterprise revenues or revenue source for a complete fiscal year.

In the event of default in required payments of interest or principal, the holders of alternate bonds have certain rights under state law to compel you to increase the pledged revenues or have the tax levy extended for such payment.

Debt Certificates. You may issue "debt certificates" to evidence your payment obligation under an installment contract or lease. Your governing body may provide for the treasurer, comptroller, finance officer or other officer of the governing body charged with financial

administration to act as counterparty to the installment contract or lease, as nominee-seller or lessor. The installment contract or lease is then executed by your authorized officer and is filed with and executed by the nominee-seller or lessor. As contracts for the acquisition and construction of the project to be financed are executed (the *"Work Contracts"*), the governing body orders those Work Contracts to be filed with the nominee-seller or lessor. The nominee-seller or lessor identifies the Work Contracts to the particular installment contract or lease. Such identification permits the payment of the Work Contracts from the proceeds of the debt certificates.

Debt certificates are paid from your lawfully available funds. You are expected to agree to annually budget/appropriate amounts to pay the principal of and interest on the debt certificates. There is no separate levy available for the purpose of making such payments.

Debt certificates constitute a debt. In the event of default in required payments of interest or principal, the holders of the debt certificates cannot compel you to impose a tax levy, but you have promised the holders of the debt certificates that you will pay the debt certificates and they can proceed to file suit to enforce such promise.

Special Service Area Bonds. When special services are provided to a particular contiguous area within a municipality, in addition to the services generally provided throughout the municipality, a municipality may create a special service area. The cost of the special services may be paid from taxes levied upon the taxable real property within the area, and such taxes may be levied in the special service area at a rate or amount sufficient to produce revenues required to provide the special services.

Prior to the first levy of taxes in the special service area and prior to or within 60 days after the adoption of the ordinance proposing the establishment of the special service area, you are required to hold a public hearing and to publish and mail notice of such hearing. At the public hearing, any interested person may file written objections or give oral statements with respect to the establishment of the special service area and the levy of taxes therein. As a result of the hearing, you may delete areas from the special service area as long as the remaining area is contiguous. After the hearing, an ordinance establishing the special service area must be timely filed with the county recorder and the county clerk.

Bonds secured by the full faith and credit of the special service area territory may be issued for the purpose of providing special services. Such bonds are paid from the levy of taxes unlimited as to rate or amount against the taxable real property in the special service area. The county clerk will annually extend taxes against all of the taxable real property in the area in amounts sufficient to pay the principal and interest on the bonds. Such bonds are exempt from the Extension Limitation Law of the State of Illinois, as amended.

Prior to the issuance of special service area bonds, you must give published and mailed notice and hold a hearing at which any interested person may file written objections, or be heard orally, with respect to the issuance of the bonds. The questions of the creation of the special service area, the levy of a tax on such area and the issuance of special service area bonds may all be considered at the same hearing.

The creation of the special service area, the levy of a tax within the area and the issuance of bonds for the provision of special services to the area are subject to a petition process. If, within 60 days after the public hearing, a petition signed by not less than 51% of the electors residing within the special service area and 51% of the owners of record of land located within the special service area is filed with the municipal clerk objecting to the creation of the special service area, the levy of a tax or the issuance of bonds, then the area may not be created, the tax may not be levied and the bonds may not be issued. If such a petition is filed, the subject matter of the petition may not be proposed relative to any of the signatories within the next two years.

Special service area bonds do not constitute an indebtedness of the municipality, and no exercise of your taxing power may be compelled on behalf of the special service area bondholders other than the ad valorem property taxes to be extended on the taxable real property in the special service area.

Revenue Bonds. "Revenue bonds" are debt securities that are payable only from a specific source or sources of revenues. Revenue bonds are not a pledge of your full faith and credit and you are obligated to pay principal and interest on your revenue bonds only from the revenue source(s) specifically pledged to the bonds. Revenue bonds do not permit the bondholders to compel you to impose a tax levy for payment of debt service. Pledged revenues may be derived from operation of the financed project or system, grants or excise or other specified taxes. Generally, subject to state law or local charter requirements, you are not required to obtain voter approval prior to issuance of revenue bonds. Revenue bonds may, however, be subject to a backdoor referendum. If the specified source(s) of revenue become inadequate, a default in payment of principal or interest may occur. Various types of pledges of revenue may be used to secure interest and principal payments on revenue bonds. The nature of these pledges may differ widely based on state law, the type of issuer, the type of revenue stream and other factors.

Some revenue bonds (conduit revenue bonds), may be issued by a governmental issuer acting as a conduit for the benefit of a private sector entity or a 501(c)(3) organization (the obligor). Conduit revenue bonds commonly are issued for not-for-profit hospitals, educational institutions, single and multi-family housing, airports, industrial or economic development projects, and student loan programs, among other obligors. Principal and interest on conduit revenue bonds normally are paid exclusively from revenues pledged by the obligor. Unless otherwise specified under the terms of the bonds, you are not required to make payments of principal or interest if the obligor defaults.

Tax Increment Financing. Tax increment financing provides a means for municipalities, after the approval of a "redevelopment plan and project," to redevelop blighted, conservation or industrial park conservation areas. The Tax Increment Allocation Redevelopment Act of the State of Illinois, as amended, allows incremental property taxes to be used to pay certain redevelopment project costs and to pay debt service with respect to tax increment bonds issued to pay redevelopment project costs. The municipality is authorized to issue tax increment bonds payable from, and secured by, incremental property tax revenues expected to be generated in the redevelopment project area. Incremental property tax revenues are derived from the increase in the current equalized assessed valuation of the real property within the redevelopment project area

over and above the certified initial equalized assessed valuation for such redevelopment project area.

Before adopting the necessary ordinances to designate a redevelopment project area, a municipality must hold a public hearing and convene a joint review board to consider the proposal. At the public hearing, any interested person or taxing district may file written objections and may give oral statements with respect to the proposed financing. After the municipality has considered all comments made by the public and the joint review board, it may adopt the necessary ordinances to designate a redevelopment project area.

Tax increment bonds may be secured by the full faith and credit of the municipality. The issuance of general obligation tax increment bonds is subject to a "backdoor," rather than a direct, referendum. Once a municipality has authorized the issuance of tax increment obligations secured by its full faith and credit, the ordinance authorizing the issuance must be published in a newspaper of general circulation in the municipality. In response, voters may petition to request that the question of issuing obligations using the full faith and credit of the municipality as security to pay for redevelopment project costs be submitted to the electors of the municipality. If, within 30 days after the publication, 10% of the registered voters of the municipality sign such a petition, the question of whether to issue tax increment bonds secured by the municipality's full faith and credit must be approved by the voters pursuant to referendum. Such bonds are not exempt from the Extension Limitation Law unless first approved at referendum.

Tax increment revenues may also be treated as a "revenue source" and be pledged to the payment of alternate bonds under Section 15 of the Debt Reform Act.

FINANCIAL RISK CONSIDERATIONS

Certain risks may arise in connection with your issuance of Fixed Rate Bonds, including some or all of the following (generally, the obligor, rather than the issuer, will bear these risks for conduit revenue bonds):

Issuer Default Risk. You may be in default if the funds pledged to secure your bonds are not sufficient to pay debt service on the bonds when due. The consequences of a default may be serious for you and, depending on applicable state law and the terms of the authorizing documents, the holders of the bonds, the trustee and any credit support provider may be able to exercise a range of available remedies against you. For example, if the bonds are secured by a general obligation pledge, you may be ordered by a court to raise taxes. Other budgetary adjustments also may be necessary to enable you to provide sufficient funds to pay debt service on the bonds. If the bonds are revenue bonds or alternate bonds, you may be required to take steps to increase the available revenues that are pledged as security for the bonds. A default may negatively impact your credit ratings and may effectively limit your ability to publicly offer bonds or other securities at market interest rate levels. Further, if you are unable to provide sufficient funds to remedy the default, subject to applicable state law and the terms of the authorizing documents, you may find it necessary to consider available alternatives under state law, including (for some issuers) state-mandated receivership or bankruptcy. A default also may occur if you are

unable to comply with covenants or other provisions agreed to in connection with the issuance of the bonds.

This description is only a summary of issues relating to defaults and is not intended as legal advice. You should consult with your bond counsel for further information regarding defaults and remedies.

Redemption Risk. Your ability to redeem the bonds prior to maturity may be limited, depending on the terms of any optional redemption provisions. If interest rates decline, you may be unable to take advantage of the lower interest rates to reduce debt service.

Refinancing Risk. If your financing plan contemplates refinancing some or all of the bonds at maturity (for example, if you have term maturities or if you choose a shorter final maturity than might otherwise be permitted under the applicable federal tax rules), market conditions or changes in law may limit or prevent you from refinancing those bonds when required.

Reinvestment Risk. You may have proceeds from the issuance of the bonds available to invest prior to the time that you are able to spend those proceeds for the authorized purpose. Depending on market conditions, you may not be able to invest those proceeds at or near the rate of interest that you are paying on the bonds, which is referred to as "negative arbitrage."

Tax Compliance Risk. The issuance of tax-exempt bonds is subject to a number of requirements under the United States Internal Revenue Code, as enforced by the Internal Revenue Service (IRS). You must take certain steps and make certain representations prior to the issuance of tax-exempt bonds. You also must covenant to take certain additional actions after issuance of tax-exempt bonds. A breach of your representations or your failure to comply with certain tax-related covenants may cause the interest on the bonds to become taxable retroactively to the date of issuance of the bonds, which may result in an increase in the interest rate that you pay on the bonds or the mandatory redemption of the bonds. The IRS also may audit you or your bonds, in some cases on a random basis and in other cases targeted to specific types of bond issues or tax concerns. If tax-exempt bonds are declared taxable, or if you are subject to audit, the market price of your bonds may be adversely affected. Further, your ability to issue other tax-exempt bonds also may be limited.

This description of tax compliance risks is not intended as legal advice and you should consult with your bond counsel regarding tax implications of issuing the bonds.

Received and read by:

Karen Y Darch

Signature

Karen Darch
President

July 8, 2024

Date

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CERTIFICATION OF ORDINANCE AND MINUTES

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Barrington, Cook and Lake Counties, Illinois (the *"Village"*), and as such officer I am the keeper of the books, records, files, and journal of proceedings of the Village and of the President and Board of Trustees thereof (the *"Board"*).

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the meeting of the Board held on the 8th day of July, 2024, insofar as same relates to the adoption of Ordinance No. 24-4420 entitled:

> AN ORDINANCE authorizing the Village of Barrington, Cook and Lake Counties, Illinois, to engage Bernardi Securities, Inc. and Chapman and Cutler LLP in connection with the refunding of certain outstanding bonds of said Village.

a true, correct and complete copy of which said ordinance as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the Board on the adoption of said ordinance were conducted openly, that the vote on the adoption of said ordinance was conducted openly, that said meeting was held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the Board at least 72 hours in advance of the holding of said meeting, that at least one copy of said agenda was continuously available for public review during the entire 72-hour period preceding said meeting, that a true, correct and complete copy of said agenda as so posted being attached hereto as *Exhibit A,* that said meeting was called and held in strict accordance with the provisions of the Illinois Municipal Code, as amended, and the Open Meetings Act of the State of Illinois, as amended, and the Local Government Debt Reform Act of the State of Illinois, as amended, and that the Board has complied with all of the applicable provisions of said Code and said Acts and its procedural rules in the adoption of said ordinance.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the Village, this 8th day of July, 2024.

Tony Cigavel

Village Clerk, Village of Barrington,
Cook and Lake Counties, Illinois

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CERTIFICATE OF PUBLICATION IN PAMPHLET FORM

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Barrington, Cook and Lake Counties, Illinois (the *"Village"*), and as such official I am the keeper of the official journal of proceedings, books, records, minutes, and files of the Village and of the President and Board of Trustees (the *"Corporate Authorities"*) thereof.

I do further certify that on the 8th day of July, 2024, there was published in pamphlet form, by authority of the Corporate Authorities, a true, correct and, complete copy of Ordinance Number 24-____ of the Village entitled:

> AN ORDINANCE authorizing the Village of Barrington, Cook and Lake Counties, Illinois, to engage Bernardi Securities, Inc. and Chapman and Cutler LLP in connection with the refunding of certain outstanding bonds of said Village.

as adopted July 8, 2024, and providing for the issuance of said bonds of the Village and that said ordinance as so published was on said date readily available for public inspection and distribution, in sufficient number to meet the needs of the general public, at my office as Village Clerk located in the Village.

IN WITNESS WHEREOF I have affixed hereto my official signature and the seal of the Village this 8th day of July, 2024.

[SEAL]

Tony Cigavic
Village Clerk