

No. 2008-1

\$3,700,000

THIS SERIES 2008 BOND AND THE OBLIGATION TO PAY PRINCIPAL OR PREMIUM, IF ANY, WITH RESPECT HERETO, AND INTEREST HEREON ARE SPECIAL, LIMITED OBLIGATIONS OF THE ISSUER, SECURED AS AFORESAID AND PAYABLE SOLELY OUT OF THE REVENUES AND INCOME DERIVED FROM THE BOND AND LOAN AGREEMENT DESCRIBED HEREIN AND AS OTHERWISE PROVIDED IN THE BOND RESOLUTION AND SAID BOND AND LOAN AGREEMENT. THIS SERIES 2008 BOND AND THE OBLIGATION TO PAY PRINCIPAL OR PREMIUM, IF ANY, WITH RESPECT HERETO, AND INTEREST HEREON SHALL NOT BE DEEMED TO CONSTITUTE AN INDEBTEDNESS OR AN OBLIGATION OF THE ISSUER, THE STATE OF ILLINOIS OR ANY POLITICAL SUBDIVISION THEREOF WITHIN THE PURVIEW OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION OR PROVISION OR A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWERS, IF ANY, OF ANY OF THEM. NO OWNER OF THIS BOND SHALL HAVE THE RIGHT TO COMPEL ANY EXERCISE OF THE TAXING POWER, IF ANY, OF THE ISSUER, THE STATE OF ILLINOIS OR ANY POLITICAL SUBDIVISION THEREOF TO PAY ANY PRINCIPAL INSTALLMENT OF, PREMIUM, IF ANY, OR INTEREST ON THIS SERIES 2008 BOND.

UNITED STATES OF AMERICA
STATE OF ILLINOIS
VILLAGE OF LOMBARD, ILLINOIS
INDUSTRIAL PROJECT REVENUE BOND
(ST. JOHN'S SCHOOL PROJECT), SERIES 2008

Dated Date: January 15, 2008
Registered Owner: West Suburban Bank
Principal Amount: \$3,700,000

THE VILLAGE OF LOMBARD, ILLINOIS, a municipality duly organized and validly existing under the laws of the State of Illinois (the "Issuer"), promises to pay, solely from the sources described in this Series 2008 Bond, to the registered owner identified above, or registered assigns, on the principal payment dates described below (or if this Bond is called for earlier redemption as described in the Agreement, on the redemption date or dates), the principal amount identified above and to pay interest solely from the sources described in this Bond. This Series 2008 Bond shall bear interest from the date of this Agreement on the balance of that principal sum from time to time remaining outstanding and unpaid at the then applicable Five Year Rate (as defined in the hereinafter defined Agreement) described below (computed on the basis of a 360 day year and actual days elapsed) until the payment of principal in full, and at the rate on overdue

principal, and, to the extent permitted by law, on overdue interest, at the rate or rates described below plus 4% per year.

Interest on the outstanding principal amount of the Series 2008 Bond during the initial Interest Period shall be payable on the fifteenth (15th) day of each month beginning the calendar month after the Dated Date above. Principal of the Series 2008 Bond shall be payable in installments (as set forth on Schedule I hereto as amended from time to time) on the fifteenth (15th) day of each month beginning March 15, 2012, with a final principal installment in the amount of the then outstanding principal amount of the Series 2008 Bond payable on February 15, 2032. Principal of and interest on the Series 2008 Bond shall be payable in the amounts as set forth in Schedule I to the Agreement (as defined below), as amended from time to time, for each Interest Period.

The interest rate on the Series 2008 Bond for the initial Interest Period shall be 3.89% per year. For each of the subsequent Interest Periods, the Series 2008 Bond shall bear interest at the applicable rate determined as provided in the hereinafter defined Agreement.

During each Interest Period following the initial Interest Period, principal of and interest on the Series 2008 Bond shall continue to be payable on the dates of each month and shall be payable in such amounts as to achieve substantially level monthly debt service payments (assuming for such purpose only that such Interest Period extends to the maturity date of the Bond). The Bondholder shall, upon the establishment of the interest rate on the Bonds for a given Interest Period, prepare the revised amortization schedule in substitution for Schedule I to the Agreement, which will reflect the debt service payments on the Bonds to be made during that Interest Period.

Principal and interest payments on this Bond is payable in lawful money of the United States of America at the office of West Suburban Bank, as the registered owner of this Bond (together with any successor owner of this Bond, the "Purchaser"). If any payment on the Bonds is due on a non-Business Day, it will be made on the next Business Day, and no interest will accrue as a result.

1. Bond and Loan Agreement. This Series 2008 Bond is the Series 2008 Bond (the "Series 2008 Bond") issued under the Agreement. The terms of this Series 2008 Bond include those in the Agreement. Capitalized terms used in this Agreement and not otherwise defined shall have the meanings ascribed to them in the Bond and Loan Agreement dated as of February 15, 2007 (the "Agreement") among the Issuer, the Purchaser and the Borrower. The Series 2008 Bond is on a parity basis with the Issuer's Industrial Project Revenue Bond (St. John's School Project) Series 2007 (collectively with the Series 2008 Bond, the "Bonds") previously issued pursuant to the Agreement described below.

The Issuer has loaned the proceeds of the Bonds to St. John's Evangelical Lutheran Congregation, U.A.C., Lombard, Illinois, an Illinois religious corporation (the "Borrower"), pursuant to the Agreement. The Borrower will use the proceeds of the Bonds for the purpose of (i) refinancing, financing or reimbursing the Borrower, for certain capital expenditures (the "Project"), and (ii) certain capitalized interest costs and (iii) certain costs of issuance. The Borrower has agreed in the Agreement to pay the amounts sufficient to pay all amounts coming due on the Bond. The payment of the principal of, premium, if any, and interest on the Bonds have been secured by certain mortgages from the Borrower to the Purchaser.

2. Source of Payments. This Series 2008 Bond, together with interest thereon, shall be limited obligations of the Issuer payable solely from amounts payable under the Agreement (other than with respect to Unassigned Rights) and from certain funds and accounts held by the Purchaser under the Agreement (except as otherwise provided therein) and shall be a valid claim of the Purchaser only against the moneys held by the Purchaser, the payments to be made under the Loan Agreement and such other sources, which are thereby pledged and assigned for the equal and ratable payment of the Bonds, and shall be used for no other purpose than to pay the principal of, premium, if any, and interest on the Bonds, except as may be otherwise expressly authorized in the Indenture.

3. Redemption. The Series 2008 Bond is subject to redemption only as described below:

Required Optional Redemption. The Borrower has agreed to reduce the aggregate principal amount of Bonds Outstanding (by partial redemption of either the Series 2007 Bond or the Series 2008 Bond) to the amounts and by the dates as set forth in Section 5.1(d) of the Agreement.

Optional Redemption. This Series 2008 Bond is subject to optional redemption in whole or in part on any date with proceeds from the sale of properties financed with the Bonds at the direction of the Borrower or from contributions made to the Borrower (including Restricted Gifts, as defined in the Agreement), and upon at least 60 days' prior written notice from the Borrower to the Purchaser and in either case at a redemption price equal to 100% of the aggregate principal amount of this Bond to be redeemed, plus accrued interest on the amount being so redeemed to the redemption date, without premium.

In addition, during each Interest Period, this Bond is subject to optional redemption from funds other than as described above, at the direction of the Borrower in whole on any date, or in part on any interest payment date, at the redemption price equal to 100% of the principal amount, plus accrued interest, if any, to the redemption date:

Mandatory Redemption on Determination of Taxability. This Bond will be redeemed in whole (or in part as provided below) at a redemption price equal to the principal amount of the Bonds redeemed plus accrued interest to the redemption date. The redemption shall be made on any day within 180 days after the Borrower receives written

notice from the Purchaser or any former registered owner of the Bonds of a final determination by the Internal Revenue Service or a court of competent jurisdiction that the interest paid or to be paid on the Bonds is or was includible in the gross income of the Bond's owner for Federal income tax purposes. No such determination will be considered final unless the Purchaser or former registered owner involved in the determination gives the Borrower prompt written notice of the commencement of the proceedings resulting in the determination and offers the Borrower, subject to the Borrower's agreeing to pay all expenses of the proceedings and to indemnify the Purchaser or former registered owner against all liabilities that might result from it, the opportunity to control the defense of the proceeding and either the Borrower does not agree within 30 days to pay the expenses, indemnify the Purchaser or former registered owner and control the defense or the Borrower exhausts or chooses not to exhaust available procedures to contest or obtain review of the result of the proceedings.

4. The Issuer has previously issued its Industrial Project Revenue Bond (St. John's School Project) Series 2007 in the original principal amount of \$2,500,000 on February 7, 2007 (the "Series 2007 Bond" and collectively with this Series 2008 Bond, the "Bonds") on a parity basis with this Series 2008 Bond.

5. Denominations; Transfer; Exchange. The Series 2008 Bond is issued as a single fully registered Bond without coupons in the denomination equal to the then outstanding principal amount of this Agreement.

A registered owner may transfer this Series 2008 Bond in accordance with the Agreement. West Suburban Bank as Bond Registrar (the "Bond Registrar") may require a registered owner, among other things, to furnish appropriate endorsements and transfer documents and to pay any taxes and fees required by law or permitted by the Agreement.

The Bond Registrar shall not be required to register the transfer of the Series 2008 Bond after notice calling the Bonds or portion of them for redemption has been given to the Purchaser.

6. Persons Deemed Owners. The registered owner of this Series 2008 Bond may be treated as the owner of it for all purposes. Any action by the registered owner of this Series 2008 Bond shall be irrevocable and shall bind any subsequent owner of this Series 2008 Bond or the Bonds delivered in substitution for this Series 2008 Bond.

7. Defaults and Remedies. The Agreement provides that the occurrences of certain events constitute Events of Default. If an Event of Default occurs and is continuing following all applicable notice and cure periods the Purchaser may declare the principal of all the Bonds to be due and payable immediately. An Event of Default and its consequences may be waived as expressly provided in the Agreement.

8. No Recourse Against Others. No recourse shall be had for the payment of the principal of, premium, if any, or interest on any of the Bonds issued under the Agreement or for any claim based thereon or upon any obligation, covenant or agreement contained in the Agreement or any agreement supplemental thereto, against any past, present or future officer, director, employee, member or agent of the Issuer, or any incorporator, officer, director, employee, trustee, member or agent of any successor corporation or body politic, as such, either directly or through the Issuer or any successor corporation or body politic, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such incorporator, officer, director, employee, member, trustee or agent as such is hereby expressly waived and released as a condition of and consideration for the execution of the Agreement and the issuance of any of the Bonds.

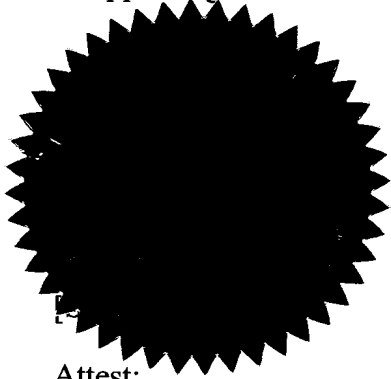
9. Authentication. This Series 2008 Bond shall not be valid until the Bond Registrar or an authenticating agent signs the certificate of authentication on the other side of this Bond.

10. Bank Qualified. This Bond is hereby designated by the Issuer to be a “qualified tax-exempt obligation” of the Issuer within the meaning of Section 265(b)(3)(B)(ii) of the Internal Revenue Code of 1986, as amended.

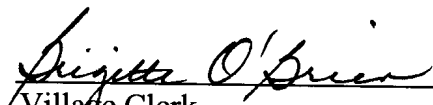
IN WITNESS WHEREOF the Village of Lombard, Illinois, has caused this Bond to be executed by the manual or duly authorized facsimile signature of the Village President and attested by the manual or duly authorized facsimile signature of its Village Clerk and its corporate seal or a facsimile thereof to be impressed or reproduced hereon, all as appearing hereon and as of Dated Date identified above

VILLAGE OF LOMBARD, ILLINOIS

By: 
Village President



Attest:

By: 
Village Clerk

CERTIFICATE OF AUTHENTICATION

WEST SUBURBAN BANK, as Bond Registrar, certifies that this is one of the Bonds referred to in the Bond and Loan Agreement among West Suburban Bank, the Village of Lombard, Illinois and St. John's Evangelical Lutheran Congregation, U.A.C., Lombard, Illinois.

WEST SUBURBAN BANK, as Bond
Registrar

By: _____
Authorized Officer

Date of Authentication: January 15, 2008

FORM OF ASSIGNMENT

For value received, the undersigned sells, assigns and transfers unto _____ this Bond, and irrevocably constitutes and appoints _____, attorney to transfer the Bond on the books kept for registration and transfer of the Bonds.

Dated: _____

NOTE: The signature to this Assignment must correspond with the name as it appears upon the face of the Bond in every particular, without enlargement or alteration or any change whatsoever.

Signature guaranteed by:

NOTE: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever. Signature(s) must be guaranteed by an "eligible guarantor institution" meeting the requirements of the Bond Registrar, which requirements include membership or participation in STAMP or such other "signature guaranty program" as may be determined in addition to or in substitution for STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

FORM OF REGISTRATION INFORMATION

Under the terms of the Agreement, the Bonds Registrar will register the Bonds in the name of a transferee only if the owner of the Bonds (or his duly authorized representative) provides as much of the information requested below as is applicable to such owner prior to submitting this Bond for transfer.

Name: _____

Address: _____

Social Security or Employer Identification Number: _____

If a Trust, Name and Address of Bond Registrar(s) and Date of Trust: _____

I/1934387.1

**Information Return for Tax-Exempt
 Private Activity Bond Issues**
 (Under Internal Revenue Code section 149(e))
 ▶ See separate instructions.

OMB No. 1545-0720

Part I Reporting Authority		Check if Amended Return <input type="checkbox"/>
1 Issuer's name Village of Lombard, Illinois		2 Issuer's employer identification number 36 : 6005975
3 Number and street (or P.O. box if mail is not delivered to street address) 255 East Wilson Avenue	Room/suite	4 Report number 1 2008-1
5 City, town, or post office, state, and ZIP code Lombard, Illinois 60148		6 Date of issue January 15, 2008
7 Name of issue Project Revenue Bond (St. John's School Project), Series 2008		8 CUSIP number N/A
9 Name and title of officer or legal representative whom the IRS may call for more information William T. Lichter, Village Manager		10 Telephone number of officer or legal representative (630) 620-5700

Part II Type of Issue (check the applicable box(es) and enter the issue price for each)		Issue Price
11 Exempt facility bond:		
a <input type="checkbox"/> Airport (sections 142(a)(1) and 142(c))		11a
b <input type="checkbox"/> Docks and wharves (sections 142(a)(2) and 142(c))		11b
c <input type="checkbox"/> Water furnishing facilities (sections 142(a)(4) and 142(e)).		11c
d <input type="checkbox"/> Sewage facilities (section 142(a)(5)).		11d
e <input type="checkbox"/> Solid waste disposal facilities (section 142(a)(6))		11e
f <input type="checkbox"/> Qualified residential rental projects (sections 142(a)(7) and 142(d)), (see instructions)		11f
Meeting 20–50 test (section 142(d)(1)(A)) <input type="checkbox"/>		
Meeting 40–60 test (section 142(d)(1)(B)) <input type="checkbox"/>		
Meeting 25–60 test (NYC only) (section 142(d)(6)) <input type="checkbox"/>		
Has an election been made for deep rent skewing (section 142(d)(4)(B))? <input type="checkbox"/> Yes <input type="checkbox"/> No		
g <input type="checkbox"/> Facilities for the local furnishing of electric energy or gas (sections 142(a)(8) and 142(f))		11g
h <input type="checkbox"/> Facilities allowed under a transitional rule of the Tax Reform Act of 1986 (see instructions)		11h
Facility type		
1986 Act section		
i <input type="checkbox"/> Qualified enterprise zone facility bonds (section 1394) (see instructions)		11i
j <input type="checkbox"/> Qualified empowerment zone facility bonds (section 1394(f)) (see instructions)		11j
k <input type="checkbox"/> District of Columbia Enterprise Zone facility bonds (section 1400A)		11k
l <input type="checkbox"/> Qualified public educational facility bonds (sections 142(a)(13) and 142(k))		11l
m <input type="checkbox"/> Qualified green building and sustainable design projects (sections 142(a)(14) and 142(l))		11m
n <input type="checkbox"/> Qualified highway or surface freight transfer facilities (sections 142(a)(15) and 142(m))		11n
o <input type="checkbox"/> Qualified Gulf Opportunity Zone Bonds (sections 1400N(a)(1)(A) and 1400N(a)(2)(A)(i))		11o
p <input type="checkbox"/> Qualified New York Liberty Bonds (section 1400L(d))		11p
q <input type="checkbox"/> Other. Describe (see instructions) ▶		11q
12a <input type="checkbox"/> Qualified mortgage bond (section 143(a)).		12a
b <input type="checkbox"/> Qualified Gulf Opportunity Zone mortgage bond (sections 1400N(a)(1)(B) and 1400N(a)(2)(A)(iii)).		12b
13 <input type="checkbox"/> Qualified veterans' mortgage bond (section 143(b)) (see instructions) ▶		13
Check the box if you elect to rebate arbitrage profits to the United States <input type="checkbox"/>		
14 <input type="checkbox"/> Qualified small issue bond (section 144(a)) (see instructions) ▶		14
Check the box for \$10 million small issue exemption. <input type="checkbox"/>		
15 <input type="checkbox"/> Qualified student loan bond (section 144(b)).		15
16 <input type="checkbox"/> Qualified redevelopment bond (section 144(c))		16
17 <input type="checkbox"/> Qualified hospital bond (section 145(c)) (attach schedule—see instructions)		17
18 <input checked="" type="checkbox"/> Qualified 501(c)(3) nonhospital bond (section 145(b)) (attach schedule—see instructions)		18 \$3,700,000
Check box if 95% or more of net proceeds will be used only for capital expenditures ▶ <input checked="" type="checkbox"/>		
19 <input type="checkbox"/> Nongovernmental output property bond (treated as private activity bond) (section 141(d))		19
20a <input type="checkbox"/> Gulf Opportunity Zone advance refunding bond (sections 1400N(b)(1)) (see instructions)		20a
b <input type="checkbox"/> New York Liberty Zone advance refunding bond (section 1400L(e)) (see instructions)		20b
c <input type="checkbox"/> Other. Describe (see instructions) ▶		20c

Part III Description of Bonds (Complete for the entire issue for which this form is being filed.)				
(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21 February 15, 2032	\$ 3,700,000	\$ 3,700,000	years	VR %

Part IV Uses of Proceeds of Issue (including underwriters' discount)		Amount
22	Proceeds used for accrued interest	22 0
23	Issue price of entire issue (enter amount from line 21, column (b))	23 3,700,000
24	Proceeds used for bond issuance costs (including underwriters' discount)	24
25	Proceeds used for credit enhancement	25
26	Proceeds allocated to reasonably required reserve or replacement fund	26
27	Proceeds used to currently refund prior issue (complete Part VI)	27
28	Proceeds used to advance refund prior issue (complete Part VI)	28
29	Add lines 24 through 28	29
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30

Part V Description of Property Financed by Nonrefunding Proceeds
Caution: The total of lines 31a through e below must equal line 30 above. Do not complete for qualified student loan bonds, qualified mortgage bonds, or qualified veterans' mortgage bonds.

Part V Description of Property Financed by Nonrefunding Proceeds		Amount	
31	Type of Property Financed by Nonrefunding Proceeds:		
a	Land	31a	
b	Buildings and structures	31b	
c	Equipment with recovery period of more than 5 years	31c	
d	Equipment with recovery period of 5 years or less	31d	
e	Other (describe)	31e	
32	North American Industry Classification System (NAICS) of the projects financed by nonrefunding proceeds.		
	NAICS Code Amount of nonrefunding proceeds NAICS Code Amount of nonrefunding proceeds		
a	813110 \$	c	\$
b		d	\$

Part VI Description of Refunded Bonds (Complete this part only for refunding bonds.)

33	Enter the remaining weighted average maturity of the bonds to be currently refunded	▶	_____ years
34	Enter the remaining weighted average maturity of the bonds to be advance refunded	▶	_____ years
35	Enter the last date on which the refunded bonds will be called	▶	_____
36	Enter the date(s) the refunded bonds were issued ▶		February 21, 2007

Part VII Miscellaneous

37 Name of governmental unit(s) approving issue (see the instructions) ▶ **President & Board of Trustees of the Village of Lombard, Illinois; Public Hearing held on January 18, 2007 and Resolution adopted on February 1, 2007**

38 Check the box if you have designated any issue under section 265(b)(3)(B)(i)(III) ▶

39 Check the box if you have elected to pay a penalty in lieu of arbitrage rebate ▶

40 Check the box if you have identified a hedge (see instructions) ▶

41 Check the box if the issue is comprised of qualified redevelopment, qualified small issue, or exempt facilities bonds and provide name and EIN of the primary private user ▶

Name ▶ _____ EIN : _____

Part VIII Volume Caps		Amount
42	Amount of state volume cap allocated to the issuer. Attach copy of state certification	42 N/A
43	Amount of issue subject to the unified state volume cap.	43 N/A
44	Amount of issue not subject to the unified state volume cap or other volume limitations:	44
a	Of bonds for governmentally owned solid waste facilities, airports, docks, wharves, environmental enhancements of hydroelectric generating facilities, or high-speed intercity rail facilities	44a
b	Under a carryforward election. Attach a copy of Form 8328 to this return	44b
c	Under transitional rules of the Tax Reform Act of 1986. Enter Act section ▶	44c
d	Under the exception for current refunding (section 146(i) and section 1313(a) of the Tax Reform Act of 1986)	44d
45a	Amount of issue of qualified veterans' mortgage bonds	45a
b	Enter the state limit on qualified veterans' mortgage bonds	45b
46a	Amount of section 1394(f) volume cap allocated to issuer. Attach copy of local government certification	46a
b	Name of empowerment zone ▶	
47	Amount of section 142(k)(5) volume cap allocated to issuer. Attach copy of state certification	47

Sign Here

Under penalties of perjury, I declare that I have examined this return, and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete.


Signature of officer William J. Mueller Date 1/9/08

Name of above officer (type or print) William J. Mueller Title of officer (type or print) Village President

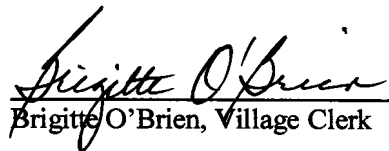
Dated: January 15, 2008

IN WITNESS WHEREOF, we have hereunto set our hands on behalf of the Issuer.

VILLAGE OF LOMBARD, ILLINOIS

By: 
William J. Mueller, Village President

Attest:



Brigitte O'Brien, Village Clerk

(St. John's School Project) Series 2008
Signature Page to the Supplemental Certificate of the Issuer re: Arbitrage

IN WITNESS WHEREOF, we have hereunto affixed our signatures and caused to be affixed hereto the corporate seal of the Village of Lombard, Illinois, this 15th day of January, 2008.

SIGNATURES

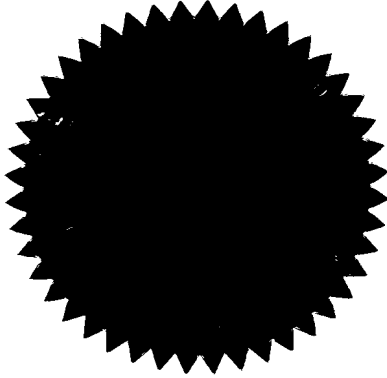
OFFICIAL TITLES


Village of Lombard, Illinois

William J. Mueller, Village President


Village of Lombard, Illinois

Brigitte O'Brien, Village Clerk



(St. John's School Project) Series 2008
Signature Page to the Supplemental Closing Certificate of the Issuer