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Committee(s) Assignment:	Committee on Finance

SUBSTITUTE ORDINANCE

City of Chicago

2013 Series and Supplemental Ordinance

Authorizing the Issuance of

Motor Fuel Tax Revenue Bonds, Series 2013

and

Motor Fuel Tax Revenue TIFIA Bond(s),

and

Certain Amendments to the General Ordinance

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I	AUTHORITY, DEFINITIONS, FINDINGS AND DETERMINATIONS1
Section 101.	Authority.....1
Section 102.	Definitions.....1
Section 103.	Findings and Determinations.....5
ARTICLE II	AUTHORIZATION OF THE SERIES 2013 BONDS AND THE TIFIA BOND(S).....7
Section 201.	Principal Amount, Purposes and Designation; Not Indebtedness.....7
Section 202.	Purposes.....8
Section 203.	Date, Denominations, Numbers.....9
Section 204.	Maturity.....9
Section 205.	Redemption, Notice of Redemption Terms.....10
Section 206.	Interest.....11
Section 207.	Places and Medium of Payment.....11
Section 208.	Global Book Entry System.....11
Section 209.	Sale of Series 2013 Bonds.....11
Section 210.	Execution of TIFIA Loan Agreement; Issuance of TIFIA Bond(s); Execution of Other Documents.....11
Section 211.	Contracts Relating to Interest Rate Hedge Agreements.....11
ARTICLE III	SERIES 2013 VARIABLE RATE BONDS11
Section 301.	Series 2013 Variable Rate Bonds.....11
Section 302.	Definitions Applicable to Series 2013 Variable Rate Bonds.....11
Section 303.	Interest on Series 2013 Variable Rate Bonds.....11
Section 304.	Required Information in Bond Form.....11
Section 305.	Establishment of Series 2013 Variable Rate Bond Purchase Fund.....11
Section 306.	Remarketing Agent.....11
Section 307.	Qualifications of Remarketing Agent.....11
Section 308.	Trustee's Agent.....11
Section 309.	Payments of Principal and Interest on Series 2013 Variable Rate Bonds.....11
Section 310.	Liquidity Facility; Reduction; Liquidity Substitution Date.....11
Section 311.	Letter of Credit.....11
Section 312.	Draws on Letter of Credit.....11
Section 313.	Credit Support Instrument Not Required and City May Provide Liquidity in Certain Circumstances.....11
Section 314.	Consent of Bank.....11
Section 315.	Redemption of Series 2013 Variable Rate Bonds.....11
Section 316.	Registration, Transfer and Exchange of Series 2013 Variable Rate Bonds.....11
ARTICLE IV	PURCHASE OF SERIES 2013 VARIABLE RATE BONDS.....11

Section 401.	Purchase on Demand of Holder While Series 2013 Variable Rate Bonds Bear Interest at Daily Rate or Weekly Rate.....	11
Section 402.	Purchase on Notice of Default Under Bank Agreement.....	11
Section 403.	Purchase While Series 2013 Variable Rate Bonds Bear Flexible Rate.....	11
Section 404.	Purchase Prior to Stated Termination Date When Required Substitute Credit Support Instrument Not In Place; Purchase Prior to Substitution Date.....	11
Section 405.	Purchase While Series 2013 Variable Rate Bonds Bear Adjustable Long Rate.....	11
Section 406.	Purchase on Adjustment Date.....	11
Section 407.	Purchase on Special Mandatory Tender Date.....	11
Section 408.	Purchase of Tendered Bonds Delivered to Trustee's Agent; Notices.....	11
Section 409.	Remarketing of Tendered Bonds by Remarketing Agent.....	11
Section 410.	Delivery of Tendered Bonds and Proceeds of Sale; Failed Purchase.....	11
Section 411.	No Remarketing After Certain Defaults.....	11
Section 412.	Limitations on Remarketing.....	11
ARTICLE V	MODE CONVERSION.....	11
Section 501.	Authority for and Conditions to Conversion to Adjustable Long Mode or Short Mode.....	11
Section 502.	Designation of Substitute Adjustment Date.....	11
Section 503.	Authority for and Conditions to Conversion to Fixed Rate.....	11
Section 504.	Effect of Notices.....	11
Section 505.	Adjustment of Times Established.....	11
Section 506.	Mode Conversion Certificate.....	11
ARTICLE VI	DISPOSITION OF THE PROCEEDS OF THE SERIES 2013 BONDS AND THE TIFIA BOND(S); ACCOUNTS; DEBT SERVICE RESERVE FUND AND DEBT SERVICE FUND DEPOSITS.....	11
Section 601.	Disposition of Proceeds of the Series 2013 Bonds and the TIFIA Bond(s).....	11
Section 602.	Series 2013 Project Account.....	11
Section 603.	Series 2013 Bonds Account; TIFIA Bond(s) Account; Deposit Requirements.....	11
Section 604.	Custody Account.....	11
Section 605.	Debt Service Reserve Fund Deposit.....	11
Section 606.	Rebate Account.....	11
ARTICLE VII	FORM AND EXECUTION OF THE SERIES 2013 BONDS.....	11
Section 701.	Form of the Series 2013 Bonds.....	11
Section 702.	Execution of Series 2013 Bonds.....	11
ARTICLE VIII	FORM AND EXECUTION OF THE TIFIA BOND(S).....	11
Section 801.	Form of the TIFIA Bond(s).....	11
Section 802.	Execution of TIFIA Bond(s).....	11

ARTICLE IX	AMENDMENTS OF GENERAL ORDINANCE.....	11
Section 901.	Amendment of Recitals to the General Ordinance	11
Section 902.	Amendment of Section 102 of the General Ordinance.....	11
Section 903.	Amendment of Section 204 of the General Ordinance.....	11
Section 904.	Amendment of Section 601 of the General Ordinance.....	11
Section 905.	Amendment of Section 602 of the General Ordinance.....	11
Section 906.	Amendment of Section 604 of the General Ordinance.....	11
Section 907.	Amendment of Section 605 of the General Ordinance.....	11
Section 908.	Amendment of Section 901 of the General Ordinance.....	11
Section 909.	Amendment of Section 903 of the General Ordinance.....	11
Section 910.	Amendment of Section 904 of the General Ordinance.....	11
Section 911.	Amendment of Section 905 of the General Ordinance.....	11
Section 912.	Amendment of Section 907 of the General Ordinance.....	131
Section 913.	Amendment of Section 1102 of the General Ordinance.....	133
ARTICLE X	AMENDMENTS TO MUNICIPAL CODE	11
Section 1001.	New Article XIII and Section 2-32-1300.....	11
Section 1002.	Amendment to Section 4-60-074	11
Section 1003.	Amendment of Section 10-36-145.....	11
ARTICLE XI	MISCELLANEOUS	11
Section 1101.	Arbitrage.	11
Section 1102.	Appropriation.....	11
Section 1103.	Proxies.....	11
Section 1104.	Consent for Amendments to Municipal Code Section 2-32-1300.....	11
Section 1105.	Additional Authorization	11
Section 1106.	Separability	11
Section 1107.	Inconsistent Provisions.	11
Section 1108.	Effectiveness; Publication.....	11

SUBSTITUTE ORDINANCE

City of Chicago
2013 Series and Supplemental Ordinance
Authorizing the Issuance of
Motor Fuel Tax Revenue Bonds, Series 2013 and Motor Fuel Tax Revenue TIFIA Bond(s)
and
Certain Amendments to the General Ordinance

Be it ordained by the City Council of the City of Chicago, as follows:

Article I

AUTHORITY, DEFINITIONS, FINDINGS AND DETERMINATIONS

Section 101. Authority.

This 2013 Series and Supplemental Ordinance Authorizing the Issuance of City of Chicago Motor Fuel Tax Revenue Bonds, Series 2013 and Motor Fuel Tax Revenue TIFIA Bond(s) and Certain Amendments to the General Ordinance (this "2013 Series Ordinance") is adopted in accordance with the provisions of the City's Motor Fuel Tax Revenue Bonds General Ordinance, adopted on November 28, 1990 and published in the Journal of Proceedings of the City Council of the City for such date at pages 25555 through 25604, inclusive, as amended by Article VIII of that certain 2003 Series Ordinance, adopted March 5, 2003 published in the Journal of Proceedings of the City Council of the City for such date at pages 104562 through 104665.

Section 102. Definitions.

(a) All terms that are defined in the General Ordinance have the same meanings, respectively, in this 2013 Series Ordinance, unless the context clearly indicates otherwise.

(b) All references in this 2013 Series Ordinance to Articles, Sections, subsections and other divisions refer to this 2013 Series Ordinance unless some other document is specifically identified.

(c) For purposes of this 2013 Series Ordinance, the following words, terms and phrases shall have the following meanings, unless the context or usage indicates a different meaning:

"Additional City Revenues" means, for purposes of this 2013 Series Ordinance, Project Revenues commencing on the date of publication of this 2013 Series Ordinance and continuing until such time as (i) all TIFIA Bond(s) are no longer Outstanding and (ii) the City has paid any other amounts due under the TIFIA Loan Agreement.

"Book Entry Form" or "Book Entry System" means, with respect to the Series 2013 Bonds, a form or system, as applicable, under which the ownership of beneficial interests in the Series 2013 Bonds may be transferred only through book entry and physical bond certificates in

fully registered form are registered only in the name of a Securities Depository or its nominee as Holder, with the physical bond certificates "immobilized" in the custody of the Securities Depository or its custodian.

"Bond Counsel" shall mean any firm of nationally recognized expertise in the fields of law pertaining to the valid issuance of state and local government obligations and the tax-exempt status of the interest on such obligations, selected by or acceptable to the City.

"Bond Purchase Agreements" shall mean the one or more Bond Purchase Agreements entered into with respect to the Series 2013 Bonds by the City and the Initial Purchasers.

"Bond Register" means the registration books of the City kept by the Trustee (in its capacity as Bond Registrar) to evidence the registration and transfer of Series 2013 Bonds.

"Bond Registrar" means the Trustee.

"Business Day" means any day other than a Saturday, Sunday, legal holiday or a day on which banks located (a) in the city in which the designated corporate trust office of the Trustee is located, (b) for Series 2013 Variable Rate Bonds, in the cities in which the principal office of each Bank at which drawings under the Liquidity Facility or Letter of Credit are to be honored is located, (c) for Series 2013 Variable Rate Bonds, in the city in which the corporate trust office of the Trustee at which the Series 2013 Variable Rate Bonds may be tendered for purchase by the Holders is located, and (d) for Series 2013 Variable Rate Bonds, in the city in which the principal office of the Remarketing Agent is located, are required or authorized to remain closed or on which the New York Stock Exchange is closed, and *further*, with respect to payments due from the City or notices required to be given by the City hereunder or under the General Ordinance, shall also exclude any day on which the offices of the City are required or authorized to remain closed.

"Chief Financial Officer" shall mean the Chief Financial Officer of the City appointed by the Mayor of the City or, if no one holds that position at the time, the Comptroller.

"Code" shall mean the Internal Revenue Code of 1986, as amended, and any applicable and lawful regulations promulgated or proposed under it, as the same presently exist or may from time to time be amended, supplemented or revised.

"Commissioner" shall mean the City's Commissioner of Transportation or any successor thereto.

"Continuing Disclosure Undertaking" shall mean as provided in Section 209(i) hereof.

"Date of Issuance" shall mean, with respect to Series 2013 Bonds, the date of original issuance and delivery of the Series 2013 Bonds.

"DTC" shall mean The Depository Trust Company, New York, New York.

"DTC Participant" shall mean a direct participant or an indirect participant in DTC pursuant to its rules and operational arrangements.

"Escrow Deposit Agreements" shall mean as provided in Section 209(h) hereof.

"General Ordinance" shall mean the City's Motor Fuel Tax Revenue Bonds General Ordinance, adopted November 28, 1990, as amended from time to time.

"Initial Purchasers" shall mean the initial purchasers of the Series 2013 Bonds identified in the Series 2013 Determination Certificate.

"Interest Rate Hedge Agreement" shall mean a Qualified Swap Agreement, a Non-Qualified Swap Agreement, a Qualified Option or a Non-Qualified Option.

"Letter of Representations" shall mean one or more Blanket Issuer Letters of Representations between the City and DTC, or Letters of Representations among the City, the Trustee and DTC with respect to the Series 2013 Bonds in substantially the form previously used in connection with similar revenue bond financings of the City, as applicable.

"Mode Conversion Certificate" shall mean the certificate of an Authorized Officer executed in connection with any conversion of the Series 2013 Variable Rate Bonds (or Subseries thereof) to another Interest Mode, as provided in Section 506 hereof.

"Municipal Code" shall mean the Municipal Code of Chicago, as amended from time to time.

"Opinion of Bond Counsel" means a written opinion of Bond Counsel in form and substance acceptable to the City.

"Project Revenues" means those certain revenues to be received by the City and placed in a single appropriate fund pursuant to Section 2-32-1300 of the Municipal Code.

"Record Date" means with respect to any Series 2013 Variable Rate Bond (or Subseries thereof) (a) during a Short Mode, the Business Day immediately preceding each Interest Payment Date (as defined in Section 302 hereof), and (b) during an Adjustable Long Mode or a Fixed Mode, December 15 and June 15 (whether or not a Business Day); *provided, however*, that if the Adjustment Date for the Adjustable Long Mode or the Fixed Rate Conversion Date shall occur on or after December 15 but prior to January 1, or on or after June 15 but prior to July 1, the Record Date shall be the Adjustment Date for the Adjustable Long Mode and the Fixed Rate Conversion Date for the Fixed Mode.

"Refunded Bonds" shall mean those portions, if any, of Outstanding Bonds (other than Series 2013 Bonds) to be refunded from the proceeds of the Series 2013 Bonds as identified in the Series 2013 Determination Certificate.

"Revenues Test" shall mean the "revenues test" for the issuance of Additional Bonds provided in Section 907(2) of the General Ordinance. For purposes of the Revenues Test as applied to the TIFIA Bond(s), the "date the contract is made to sell the Additional Bonds" shall be the date of execution and delivery of the TIFIA Loan Agreement.

"Riverwalk Expansion Project" shall mean the project consisting of, among other things, the creation of a continuous promenade along the south bank of the Chicago River from Lake Shore Drive to Lake Street in order to provide a link between the Loop, the Lakefront and Navy Pier and to develop opportunities for enhanced transportation amenities.

"Securities Depository" means any securities depository that is a "clearing corporation" within the meaning of the New York Uniform Commercial Code and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934, as amended, operating and maintaining, with its participants ("Participants") or otherwise, a Book Entry System to record ownership of beneficial interests in the Series 2013 Bonds, and to effect transfers of the Series 2013 Bonds, in Book Entry Form. At the time of the adoption of this 2013 Series Ordinance, the Securities Depository means initially DTC.

"Series 1993 Bonds" shall mean the City's Motor Fuel Tax Revenue Bonds, Refunding Series 1993, authorized by Article II of the ordinance entitled "Authorization for the Issuance of City of Chicago Motor Fuel Tax Revenue Bonds, Refunding Series 1993," adopted by the City Council of the City on April 22, 1993 and approved by the Mayor on the same day, as published in the Journal of Proceedings of the City Council of the City for that date at pages 31046 through 31071.

"Series 2003A Bonds" shall mean the City's Motor Fuel Tax Revenue Bonds, Series 2003A, authorized by Article II of the ordinance entitled "Authorization for the Issuance of City of Chicago Motor Fuel Tax Revenue Bonds, Series 2003," adopted by the City Council of the City on March 5, 2003, and approved by the Mayor on the same day, as published in the Journal of Proceedings for the regular meeting of the City Council of the City for that date at pages 104563 through 104665.

"Series 2008 Bonds" shall mean the City's Motor Fuel Tax Revenue Bonds, Series 2008A and Series 2008B, authorized by Article II of the ordinance entitled "Authorization for the Issuance of City of Chicago Motor Fuel Tax Revenue Bonds, Series 2007," adopted by the City Council of the City on September 27, 2007, and approved by the Mayor on the same day, as published in the Journal of Proceedings for the regular meeting of the City Council of the City for that date at pages 8140 through 8239.

"Series 2013 Bonds" shall mean the City's Motor Fuel Tax Revenue Bonds, Series 2013, authorized by Article II hereof, which may be issued in two or more Subseries, taxable or tax-exempt, if so provided in the Series 2013 Determination Certificate.

"Series 2013 Debt Service Reserve Account" shall mean as provided in Section 605.

"Series 2013 Determination Certificate" shall mean the certificate of an Authorized Officer filed with the Office of the City Clerk addressed to the City Council, as provided in Section 209(g) hereof.

"Series 2013 Variable Rate Bonds" shall mean the Series 2013 Bonds that are issued as Variable Rate Bonds pursuant to Articles III, IV and V hereof which may be issued in two or more Subseries if so provided in the Series 2013 Determination Certificate. If the Series 2013

Variable Rate Bonds are issued in two or more Subseries, the references to Series 2013 Variable Rate Bonds throughout this 2013 Series Ordinance shall mean the Series 2013 Variable Rate Bonds and any Subseries thereof, as applicable.

"TIFIA Determination Certificate" shall mean the TIFIA Loan Agreement.

"TIFIA Loan Agreement" shall mean the loan agreement by and between the City and the United States Department of Transportation, relating to the Riverwalk Expansion Project and the TIFIA Bond(s).

"TIFIA Bond(s)" shall mean the City's Motor Fuel Tax Revenue TIFIA Bond(s) authorized by Article II hereof and issued by the City pursuant to the TIFIA Loan Agreement. The TIFIA Bond(s) shall constitute Additional Bonds for purposes of the General Ordinance and this 2013 Series Ordinance.

"TIFIA Reserve Requirement" shall mean the amount (which may be zero) established in the TIFIA Determination Certificate as the "Reserve Requirement" for the TIFIA Bond(s).

"2013 Reserve Requirement" shall mean the amount (which may be zero) established in the Series 2013 Determination Certificate as the "Reserve Requirement" for the Series 2013 Bonds.

Section 103. Findings and Determinations.

It is found and declared by the City Council of the City of Chicago as follows:

(a) The City Council of the City of Chicago, by the General Ordinance, has provided for the issuance from time to time of Bonds for any purpose for which, under the Use of Motor Fuel Tax Funds Act, Bonds of the City lawfully may be issued.

(b) Pursuant to Section 301(2) of the General Ordinance, Bonds, including any Additional Bonds, are authorized to be issued in the form of fully registered bonds or notes without coupons.

(c) The City may, under the General Ordinance, issue Additional Bonds for any lawful purpose allowed by the Use of Motor Fuel Tax Funds Act if (i) there is then no default in the payment of Bonds or in making required deposits to the Debt Service Fund, (ii) the value of each Account in the Debt Service Reserve Fund is then not less than the Reserve Requirement for such Account, and (iii) the Revenues Test is met as required under the General Ordinance.

(d) It is necessary and in the best interest of the City to borrow money through the issuance of Additional Bonds for the purpose of (i) providing funds to refund the Refunded Bonds, (ii) paying the costs of acquiring, constructing, improving and equipping projects constituting Project Purposes, (iii) paying the costs of one or more of the following, if any, pertaining to such Additional Bonds: Credit Support Instruments, Reserve Fund Credit Instruments, and Interest Rate Hedge Agreements, (iv) paying the costs of one or more Interest Rate Hedge Agreements pertaining to any Outstanding Bonds where permitted by the General Ordinance, (v) paying Costs of Issuance of such Additional Bonds and expenses incurred in

connection with the refunding of the Refunded Bonds, (vi) providing any required deposit to the Debt Service Reserve Fund created under the General Ordinance, (vii) paying the costs of one or more of the following, if any, pertaining to other Additional Bonds issued under this 2013 Series Ordinance: Credit Support Instruments, Reserve Fund Credit Instruments, and Interest Rate Hedge Agreements, and (viii) paying Costs of Issuance of other Additional Bonds issued under this 2013 Series Ordinance.

(e) The City Council finds and determines that (i) the Series 2013 Bonds are to be issued as Additional Bonds under the General Ordinance for lawful purposes allowed by the Use of Motor Fuel Tax Funds Act, (ii) there is no default in the payment of Bonds or in making required deposits to the Debt Service Fund, (iii) the value of each Account, relating to Outstanding Bonds as of the effective date of this 2013 Series Ordinance, in the Debt Service Reserve Fund is not less than the Reserve Requirement for such Account and the value of the Account to be established for the Series 2013 Bonds, if any, in the Debt Service Reserve Fund will not be less than the 2013 Reserve Requirement, and (iv) the Revenues Test will be met on the date the contract is made to sell the Series 2013 Bonds.

(f) The City has determined and does determine that it is necessary and desirable to finance all or a portion of the cost of acquiring, constructing, improving and equipping the Riverwalk Expansion Project. The Riverwalk Expansion Project constitutes a valid Project Purpose under the General Ordinance and a lawful purpose under the Use of Motor Fuel Tax Funds Act, for which Additional Bonds may be issued.

(g) The City is seeking a loan (the "TIFIA Loan") from the United States Department of Transportation, which is being made available pursuant to the Transportation Infrastructure Finance and Innovation Act, in order to finance all or a portion of the costs relating to the Riverwalk Expansion Project. The City's obligation to repay the TIFIA Loan shall be evidenced by the issuance of the TIFIA Bond(s) and the execution and delivery of the TIFIA Loan Agreement. The TIFIA Loan Agreement may also provide terms upon which the City's payment obligation with respect to the TIFIA Bond(s) may be accelerated and/or replaced with another payment obligation established pursuant to the TIFIA Loan Agreement, as further described in Section 210(b) of this 2013 Series Ordinance.

(h) The City Council of the City of Chicago finds and determines that (i) the TIFIA Bond(s) are to be issued as Additional Bonds under the General Ordinance for lawful purposes allowed by the Use of Motor Fuel Tax Funds Act, (ii) there is no default in the payment of Bonds or in making required deposits to the Debt Service Fund, (iii) the value of each Account, relating to Outstanding Bonds as of the effective date of this 2013 Series Ordinance, in the Debt Service Reserve Fund is not less than the Reserve Requirement for such Account and the value of the Account to be established for the TIFIA Bond(s), if any, in the Debt Service Reserve Fund will not be less than the TIFIA Reserve Requirement, and (iv) the Revenues Test will be met on the date the TIFIA Loan Agreement is executed and delivered.

(i) The City is a municipal corporation and, by virtue of Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois, is a home rule unit of local government and as such may exercise any power and perform any function pertaining to its government and affairs. The City is authorized by its home rule powers to issue the Series 2013 Bonds and the TIFIA

Bond(s) to evidence its obligation to repay the borrowings authorized by this 2013 Series Ordinance.

(j) The City has determined and does determine that it is necessary and desirable to issue the Series 2013 Bonds and the TIFIA Bond(s) as provided in this 2013 Series Ordinance to evidence the borrowings.

(k) The City Council of the City of Chicago finds and determines that it is necessary and desirable to amend the Municipal Code of Chicago to provide appropriate authority to enter into certain agreements regarding the Riverwalk Expansion Project and to provide for the designation of a fund into which certain revenues shall be deposited in order to provide additional security for repayment of Bonds.

(l) For the benefit of the Holders from time to time of the Bonds, the City pledges, assigns and grants to the Trustee a first lien on and first security interest in all Project Revenues held by the Trustee under this Ordinance for payment in full of the principal, Redemption and Purchase Prices of, and interest on the Bonds, as such amounts become due and payable. The pledge set forth in this Section shall commence on the date of publication of this 2013 Series Ordinance and continue until such time as all TIFIA Bond(s) are no longer Outstanding, at which time such Project Revenues are no longer pledged for the benefit of the Holders of the Bonds.

(m) The delegations of authority that are contained in this 2013 Series Ordinance, including the authority to make the specific determinations authorized below, are necessary and desirable because this City Council cannot itself as advantageously, expeditiously or conveniently exercise such authority and make such specific determinations. The City's ability to issue the Series 2013 Bonds and the TIFIA Bond(s) without further action by this City Council with various interest rates, maturities, redemption provisions and other terms, all to be determined as provided below, will enhance the City's opportunities to refund the Refunded Bonds and finance projects constituting Project Purposes upon the most favorable terms available. Thus, authority is granted to any one of the Authorized Officers to (i) determine to sell the Series 2013 Bonds on such terms as and to the extent such officer determines that such sale and terms are desirable and in the best financial interest of the City and (ii) determine to execute the TIFIA Loan Agreement in order to issue the TIFIA Bond(s) on such terms as and to the extent such officer determines that such execution and issuance are desirable and in the best financial interest of the City.

Article II

AUTHORIZATION OF THE SERIES 2013 BONDS AND THE TIFIA BOND(S)

Section 201. Principal Amount, Purposes and Designation; Not Indebtedness.

The provisions of this Article II shall apply to all Series 2013 Bonds except, with respect to Series 2013 Variable Rate Bonds, to the extent that the provisions of Article III hereof are inconsistent with this Article II. In that event, with respect to Series 2013 Variable Rate Bonds, Article III shall apply. The provisions of this Article II shall only apply to the TIFIA Bond(s) as specifically indicated to apply thereto herein.

The City is authorized to borrow money for the purposes specified in Section 202 in an aggregate principal amount not to exceed \$275,000,000 plus the amount of original issue discount; such aggregate principal amount may consist of solely Series 2013 Bonds, solely TIFIA Bond(s), or any combination of both Series 2013 Bonds and TIFIA Bond(s). In evidence of its obligation to repay any such borrowings, the City is authorized to issue (i) the Series 2013 Bonds in a single series, or in two or more Subseries, and (ii) the TIFIA Bond(s). The Series 2013 Bonds, together with the TIFIA Bond(s), shall be issued in an aggregate principal amount not to exceed \$275,000,000, as determined by an Authorized Officer in the Series 2013 Determination Certificate with respect to the Series 2013 Bonds and in the TIFIA Loan Agreement, with respect to the TIFIA Bond(s). The Series 2013 Bonds shall be designated "City of Chicago Motor Fuel Tax Revenue Bonds, Series 2013", and may include Subseries designations, if the Series 2013 Bonds are issued in two or more Subseries. Any Subseries of Series 2013 Bonds may be issued on a tax-exempt basis or a taxable basis. If a Subseries of Series 2013 Bonds is issued on a taxable basis, the word "Taxable" or a similar descriptive phrase may be included in the designation of such Subseries of Series 2013 Bonds. If some or all of the Series 2013 Bonds are issued as Series 2013 Variable Rate Bonds, the phrase "Variable Rate Demand" or a similar descriptive phrase may be included in the designation of such Series 2013 Variable Rate Bonds. The TIFIA Bond(s) shall be designated "City of Chicago Motor Fuel Tax Revenue TIFIA Bond(s)" or shall have such other designation as an Authorized Officer shall provide in the TIFIA Determination Certificate and may also be issued on a tax-exempt basis or taxable basis.

The Series 2013 Bonds and the TIFIA Bond(s) shall be limited obligations of the City having a claim for payment of principal, redemption premium and interest solely from Motor Fuel Tax Revenues which lawfully may be used for the payment of Municipal Indebtedness and from the Project Revenues on deposit in the Additional City Revenue Fund, on an equal and ratable basis with (i) the Series 1993 Bonds, the Series 2003 Bonds and the Series 2008 Bonds remaining Outstanding after the issuance of the Series 2013 Bonds and the TIFIA Bond(s), and (ii) any other Additional Bonds that may be issued.

The Series 2013 Bonds and the TIFIA Bond(s) shall not constitute an indebtedness of the City (i) within the meaning of any constitutional or statutory provision or limitation of indebtedness, or (ii) for which its full faith and credit is pledged. Each Series 2013 Bond and TIFIA Bond shall contain a statement to that effect.

Section 202. Purposes.

The borrowing and the issuance of the Series 2013 Bonds authorized in Section 201 hereof shall be for the purposes of (i) providing funds to refund the Refunded Bonds, (ii) paying the costs of or relating to acquiring, constructing, improving and equipping projects constituting Project Purposes, (iii) paying the costs of one or more of the following, if any, pertaining to the Series 2013 Bonds: Credit Support Instruments, Reserve Fund Credit Instruments, and Interest Rate Hedge Agreements, (iv) paying the costs of one or more Interest Rate Hedge Agreements pertaining to any Outstanding Bonds where permitted by the General Ordinance, (v) paying Costs of Issuance of the Series 2013 Bonds and expenses incurred in connection with the refunding of the Refunded Bonds, (vi) paying capitalized interest, if any, on Series 2013 Bonds, (vii) providing funds to deposit in the Series 2013 Debt Service Reserve Account as provided in

Section 605 hereof, (viii) paying the costs of one or more of the following, if any, pertaining to the TIFIA Bond(s): Credit Support Instruments, Reserve Fund Credit Instruments, and Interest Rate Hedge Agreements, (ix) paying Costs of Issuance of the TIFIA Bond(s), (x) paying capitalized interest, if any, on TIFIA Bond(s), and (xi) providing funds to deposit in the TIFIA Debt Service Reserve Account, as provided in Section 605 hereof.

The borrowing and the issuance of the TIFIA Bond(s) authorized in Section 201 hereof shall be for one or more of the following purposes: (i) paying the costs of or relating to acquiring, constructing, improving and equipping the Riverwalk Expansion Project (which constitutes a Project Purpose), (ii) paying the costs of one or more Credit Support Instruments and Reserve Fund Credit Instruments pertaining to the TIFIA Bond(s), (iii) paying capitalized interest, if any, on TIFIA Bond(s), and (iv) providing funds to deposit in the TIFIA Debt Service Reserve Account as provided in Section 605 hereof.

Section 203. Date, Denominations, Numbers.

The Series 2013 Bonds, other than Series 2013 Variable Rate Bonds, shall be issued as fully registered bonds without coupons in denominations of \$5,000 or any integral multiple of that amount. Series 2013 Variable Rate Bonds shall be issued as fully registered bonds without coupons in Authorized Denominations (as defined in Section 302 hereof). Series 2013 Bonds issued prior to the first interest payment date shall be dated as provided in the applicable Bond Purchase Agreement, except that capital appreciation bonds and Series 2013 Variable Rate Bonds shall be dated as of the date they are issued. Series 2013 Bonds bearing interest payable currently that are issued on or subsequent to the first interest payment date shall be dated as provided in Section 301(3) of the General Ordinance. Series 2013 Bonds shall be numbered as provided in the Series 2013 Determination Certificate. Neither the City nor the Trustee shall be obligated to make any exchange or transfer of the Series 2013 Bonds during the fifteen (15) days next preceding an interest payment date on the Series 2013 Bonds or to make any such transfer or exchange in the case of any Series 2013 Bond proposed to be redeemed after the selection by the Trustee of such Series 2013 Bond for redemption.

The TIFIA Bond(s) shall be issued as fully registered bonds without coupons in denominations of \$5,000 or any integral multiple of that amount, as determined pursuant to the TIFIA Loan Agreement.

Section 204. Maturity.

The principal of the Series 2013 Bonds shall be payable (either at maturity or pursuant to mandatory sinking fund redemption) on January 1 of such years as are provided in the Series 2013 Determination Certificate, with a final maturity not later than January 1, 2053. The Series 2013 Bonds shall be issued as Serial Bonds, as Term Bonds, as capital appreciation bonds, as Series 2013 Variable Rate Bonds, or as any combination of Serial Bonds, Term Bonds, capital appreciation bonds and Series 2013 Variable Rate Bonds. The maturities for the Series 2013 Bonds shall be provided in the Series 2013 Determination Certificate.

The principal of the TIFIA Bond(s) shall be payable (either at maturity or pursuant to mandatory sinking fund redemption) on such dates in such years as are provided in the TIFIA

Loan Agreement, with a final maturity not later than the earlier of (i) January 1, 2063, or (ii) 35 years after the date of substantial completion (as defined in the TIFIA Loan Agreement) of the Riverwalk Expansion Project. The TIFIA Bond(s) shall be issued as Serial Bonds, Term Bonds, or as any combination of Serial Bonds and Term Bonds.

Section 205. Redemption, Notice of Redemption Terms.

(a) Optional Redemption. The Series 2013 Bonds shall be subject to redemption, in whole or in part, at the option of the City, at a price equal to their principal amount (or Compound Accreted Value for capital appreciation bonds) plus accrued interest, if any, to the date of redemption if the redemption date is not an interest payment date and, subject to the remaining provisions of this Section 205, upon such other terms as an Authorized Officer shall provide in the Series 2013 Determination Certificate or Mode Conversion Certificate, as applicable, each and all of which such Authorized Officer is authorized and directed to determine and approve on behalf of and in the name of the City. The Series 2013 Bonds shall be subject to optional redemption at any time on and after the first optional redemption date established in the Series 2013 Determination Certificate or Mode Conversion Certificate, as applicable, at a redemption premium, if any, either (i) not greater than 105% of the principal amount (or Compound Accreted Value for capital appreciation bonds) of the Series 2013 Bonds to be so redeemed or (ii) if in the best interest of the City, as provided in the Series 2013 Determination Certificate or Mode Conversion Certificate, as applicable, at a redemption price structured to ensure that the holder of the Series 2013 Bonds at the time of redemption receives the economic value of its investment in the Series 2013 Bonds based on a formula designed to make the investor "whole" for the period of time specified in the Series 2013 Determination Certificate or Mode Conversion Certificate, as applicable, for the economic loss realized from the early redemption of the Series 2013 Bonds.

The TIFIA Bond(s) shall be subject to redemption, in whole or in part, at the option of the City, at any time or from time to time, at a redemption premium not greater than 105% of the then Outstanding principal amount of the TIFIA Bond(s) to be redeemed, with such premium and with such other terms as an Authorized Officer shall provide in the TIFIA Loan Agreement, each and all of which such Authorized Officer is authorized and directed to determine and approve on behalf of and in the name of the City.

(b) Mandatory Sinking Fund Redemption. All or any portion of the Series 2013 Bonds may be Term Bonds subject to Sinking Fund Installments, subject to the remaining provisions of this Section 205, upon such other terms as an Authorized Officer shall provide in the Series 2013 Determination Certificate or Mode Conversion Certificate, as applicable, each and all of which such Authorized Officer is authorized and directed to determine and approve on behalf of and in the name of the City. Subject to the terms of Section 404 of the General Ordinance and Section 315 hereof, any Series 2013 Bonds that are Term Bonds shall be selected for redemption by lot by the Trustee, and shall be so redeemed at a price of 100% of the principal amount (or Compound Accreted Value for capital appreciation bonds) of the Series 2013 Bonds to be redeemed plus accrued interest, if any, to the date fixed for redemption if not an interest payment date. To the extent that Series 2013 Bonds that are Term Bonds have been previously called for redemption in part otherwise than from a sinking fund payment, one or more Sinking Fund Installments for such Series 2013 Bonds as determined by the City in its sole discretion

shall be reduced by amounts determined by the City in its sole discretion, which determinations shall be made by an Authorized Officer, *provided* that any reduction of any Sinking Fund Installment shall be in an amount of \$5,000 or any integral multiple of that amount. Written notice of such determinations shall be sent promptly by the Authorized Officer to the Trustee.

In lieu of making all or any part of any sinking fund payment in cash, the City may, at its option, redeem Series 2013 Bonds that are Term Bonds through the purchase of such Series 2013 Bonds in the open market. Series 2013 Bonds shall not be purchased in the open market for such purpose at a price in excess of (i) their Outstanding principal amount (or Compound Accreted Value for capital appreciation bonds) plus (ii) the redemption premium, if any, applicable to the redemption of such Series 2013 Bonds on the next date on which they may be optionally redeemed plus (iii) accrued and unpaid interest, if the Series 2013 Bonds bear interest payable currently, on the principal of the purchased Series 2013 Bonds to the date of purchase. The total principal amount of the Series 2013 Bonds of any maturity and interest rate which shall be redeemed pursuant to purchase on the open market shall be a credit against and a reduction of any one or more applicable Sinking Fund Installments determined by the City in its sole discretion, which determination shall be made by an Authorized Officer; *provided* that any reduction of any Sinking Fund Installment shall be in an amount of \$5,000 or any integral multiple of that amount. Written notice of that determination shall be sent promptly by the Authorized Officer to the Trustee.

The TIFIA Bond(s) shall be subject to mandatory redemption, in whole or in part, without penalty or premium, in the amounts and at the times required pursuant to the TIFIA Loan Agreement and upon such other terms as an Authorized Officer shall provide in the TIFIA Loan Agreement, each and all of which such Authorized Officer is authorized and directed to determine and approve on behalf of and in the name of the City.

(c) Partial Redemption of Bonds. In the event of a redemption of less than all the Series 2013 Bonds of a Subseries (if any), maturity and interest rate, the Trustee shall assign to each Outstanding Series 2013 Bond of such Subseries, maturity and interest rate in a denomination greater than \$5,000 principal amount at maturity a distinctive number for each \$5,000 principal amount at maturity portion of such Series 2013 Bond so as to distinguish each such \$5,000 portion from each other portion of such Series 2013 Bond. Subject to the provisions of Section 404 of the General Ordinance and Section 315 hereof, the Trustee shall select by lot, using such method of selection as it shall deem proper in its sole discretion, from the numbers assigned to the Series 2013 Bonds of such Subseries, maturity and interest rate as many numbers as, at \$5,000 for each number, shall equal the principal amount of Series 2013 Bonds of such Subseries, maturity and interest rate to be redeemed. The Series 2013 Bonds of such Subseries, maturity and interest rate to be redeemed shall be the Series 2013 Bonds to which were assigned the numbers so selected, but only so much of the principal amount of each such Series 2013 Bond of a denomination greater than \$5,000 principal amount at maturity shall be redeemed as shall equal \$5,000 principal amount at maturity for each number assigned to it and so selected. At any time the Series 2013 Bonds are held by DTC in its global Book Entry System, the foregoing shall be subject to their operating guidelines for selection by lottery.

(d) Notice of Redemption. In addition to the requirements set forth in Section 401 of the General Ordinance and except as hereinafter provided, any notice of redemption shall be

given by the Trustee on behalf of the City (i) by first class mail, postage prepaid, with respect to Series 2013 Bonds bearing interest at a Short Rate, not less than 20 or more than 45 days prior to the date fixed for redemption, (ii) by first class mail, postage prepaid, with respect to Series 2013 Bonds bearing interest at an Adjustable Long Rate or a Fixed Rate, not less than 30 or more than 60 days prior to the date fixed for redemption, and (iii) with respect to Bank Bonds, as specified in below, in each case, to the Bank (if any), the Remarketing Agent (if any) and the Holders of the Series 2013 Bonds to be redeemed at their addresses as shown on the Bond Register. Prior to the date that the notice of redemption is first given as aforesaid with respect to an optional or extraordinary redemption, funds shall be placed with the Trustee to pay such Series 2013 Bonds, any premium thereon, and accrued interest thereon to the redemption date, or such notice shall state that any redemption is conditional on such funds being deposited on the redemption date; any funds so deposited with the Trustee shall be invested solely in Government Obligations maturing no later than the earlier of (i) 30 days after the date of placement with the Trustee, or (ii) the redemption date.

If Bank Bonds are to be redeemed pursuant to Sections 315(c) or (d) hereof, the Trustee shall give Immediate Notice of a redemption of Bank Bonds to the Bank at least one Business Day prior to the date fixed for redemption.

(i) Each notice of redemption shall (a) identify the Series 2013 Bonds to be redeemed by name, Series and Subseries (if any), CUSIP number, date of issue, interest rate and maturity date and, if only a portion of the Series 2013 Bonds (or any Subseries of Series 2013 Bonds) are to be redeemed, the certificate letters and numbers of such Series 2013 Bonds and the respective portions of the principal amounts to be redeemed, (b) identify the redemption date, (c) state the Redemption Price, (d) state that on the redemption date there shall become due and payable upon each Series 2013 Bond, the Redemption Price of the specified portions of the principal to be redeemed, together with unpaid interest accrued to the redemption date on the principal of the Series 2013 Bonds to be redeemed, and that from and after that date the interest on such principal amount shall cease to accrue and be payable if funds sufficient for their redemption and available for the purpose are on deposit with the Trustee on the redemption date, (e) state the place or places of payment of the Redemption Price, including the name of the Trustee and appropriate address or addresses with name of the contact person and telephone number at the Trustee and that payment for the Series 2013 Bonds will be made on the redemption date at the designated office of the Trustee during normal business hours upon the surrender of the Series 2013 Bonds to be redeemed, and (f) shall include such other information as the Trustee shall deem appropriate or necessary at the time such notice is given to comply with any applicable law, regulation or industry standard.

Notices of redemption shall also be forwarded to the Securities Depository by first class mail, telecopier or electronic mail. If the Series 2013 Bonds are not then held under a Book Entry System, further notice shall be given by the Trustee to one or more national information services if any exist, chosen in the discretion of the Trustee, that disseminate notice of redemption of obligations such as the Series 2013 Bonds.

A second redemption notice shall be sent by telecopier or electronic mail not more than 60 days after the redemption date, to each Registered Owner of Series 2013 Bonds called for redemption who has not presented such Series 2013 Bonds within 30 days following the redemption date.

If any Series 2013 Bond is transferred or exchanged on the Bond Register after notice has been given calling such Series 2013 Bond for redemption, the Trustee shall attach a copy of such notice to the Series 2013 Bond issued in connection with such transfer or exchange.

Failure to give notice in the manner prescribed hereunder with respect to any Series 2013 Bond, or any defect in such notice, shall not affect the validity of the proceedings for redemption for any Series 2013 Bond with respect to which notice was properly given. Upon the happening of the above conditions and if sufficient moneys are on deposit with the Trustee on the applicable redemption date to redeem the Series 2013 Bonds to be redeemed and to pay interest due thereon and premium, if any, the Series 2013 Bonds thus called shall not, after the applicable redemption date, bear interest or be deemed to be Outstanding under the provisions of this 2013 Series Ordinance.

Notwithstanding any contrary provision in Section 1201(3) of the General Ordinance, any monies held by the Trustee in trust for the payment of the Redemption Price of any of the Series 2013 Bonds which remain unclaimed, shall be retained by the Trustee for at least one year after the final maturity date of the Series 2013 Bonds or advance refunding date, if applicable, and, after such date, upon the City's written request, shall be repaid by the Trustee to the City as its absolute property and free from trust, and the Trustee shall thereupon be released and discharged with respect to such amounts and the Holders shall look only to the City for the payment of such Series 2013 Bonds.

With respect to the TIFIA Bond(s), in addition to the requirements set forth in Section 401 of the General Ordinance, any notice of redemption shall be given upon such other terms as an Authorized Officer shall provide in the TIFIA Loan Agreement, each and all of which such Authorized Officer is authorized and directed to determine and approve on behalf of and in the name of the City.

Section 206. Interest.

The Series 2013 Bonds shall bear interest (or, in the case of capital appreciation bonds, accrue interest) from their date until principal is paid at a rate or rates per year (or, in the case of capital appreciation bonds, at a yield) determined by an Authorized Officer and provided in the Series 2013 Determination Certificate or Mode Conversion Certificate, as applicable, which shall be in the judgment of the Authorized Officer the best interest rates for which the Series 2013 Bonds (other than Series 2013 Variable Rate Bonds) can be sold in the market and which result in a true interest cost (expressed as a percentage) not in excess of 18% computed on the basis of a 360-day year consisting of twelve 30-day months. Not all Series 2013 Bonds maturing on the same date need bear interest at the same interest rate per year (or, in the case of capital appreciation bonds, accrue interest at the same yield). Interest on the Series 2013 Bonds (other than Series 2013 Variable Rate Bonds) on which interest is payable currently shall be payable semi-annually on January 1 and July 1 in each year, with the first interest payment date being

fixed by the Authorized Officer in the Series 2013 Determination Certificate or Mode Conversion Certificate, as applicable.

The TIFIA Bond(s) shall bear interest from their date until principal is paid at a rate or rates per year determined by an Authorized Officer and provided in the TIFIA Loan Agreement which shall result in a true interest cost (expressed as a percentage) not in excess of 18% computed on the basis of a 365- or 366-day year for actual days elapsed. Interest on the TIFIA Bond(s) shall be payable on such dates as provided in the TIFIA Loan Agreement.

Section 207. Places and Medium of Payment.

Subject to the provisions of Section 201 above, the principal or Compound Accreted Value and Redemption Price of all Series 2013 Bonds (and the interest payable on any date of redemption other than on an interest payment date) shall be payable at the designated corporate trust office of the Trustee in Chicago, Illinois. The Trustee is appointed Paying Agent for the Series 2013 Bonds. The Trustee may exercise the duties of Paying Agent in whole or in part through the Trustee's Agent (as defined in Section 302). Interest on the Series 2013 Bonds payable on any interest payment date shall be payable by check mailed by the Trustee to the Holders of the Series 2013 Bonds at their addresses as shown on the registration books of the City maintained by the Bond Registrar. The interest payable on the Series 2013 Bonds on each interest payment date will be paid to the persons in whose names the Series 2013 Bonds are registered on the applicable Record Date. Upon request of a Holder of at least \$1,000,000 in principal amount at maturity of the Series 2013 Bonds Outstanding, all payments of principal or Compound Accreted Value, Redemption Price and interest on the Series 2013 Bonds shall be paid by wire transfer in immediately available funds to an account designated by such Holder. CUSIP number identification with appropriate dollar amounts for each CUSIP number must accompany all payments of principal or Compound Accreted Value, Redemption Price, Purchase Price and interest, whether payment is made by presentation, by check or by wire transfer.

In the case of the TIFIA Bond(s), the principal and Redemption Price of the TIFIA Bond(s) and the interest on the TIFIA Bond(s), as due, shall be paid to the United States Department of Transportation or as otherwise provided in accordance with the TIFIA Loan Agreement.

Section 208. Global Book Entry System.

Except as may be otherwise provided in the Series 2013 Determination Certificate or Mode Conversion Certificate, as applicable, the Series 2013 Bonds shall be initially issued in the form of a separate single fully registered Bond for each maturity of such Series. Upon initial issuance, the ownership of each Series 2013 Bond shall be registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as nominee of DTC, and except as provided in this 2013 Series Ordinance, the ownership of all of the outstanding Series 2013 Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

The provisions of this Section shall apply as long as the Series 2013 Bonds are maintained in Book Entry Form, any provisions of this 2013 Series Ordinance to the contrary notwithstanding. Notwithstanding anything else to the contrary herein, so long as DTC is the

Securities Depository, the Series 2013 Bonds shall be subject to the operational arrangements of DTC in effect from time to time.

(a) The Series 2013 Bonds shall be payable to the Securities Depository, or its nominee, as the Holder of the Series 2013 Bonds, in same day funds on each date on which the principal or Compound Accreted Value, Redemption Price or Purchase Price of, and interest on the Series 2013 Bonds is due as set forth in this 2013 Series Ordinance and the Series 2013 Bonds. Such payments shall be made to the offices of the Securities Depository specified by the Securities Depository to the City and the Trustee in writing. Without notice to or the consent of the beneficial owners of the Series 2013 Bonds, the City and the Securities Depository may agree in writing to make payments of principal or Compound Accreted Value, Redemption Price or Purchase Price of, and interest in a manner different from that set forth herein. If such different manner of payment is agreed upon, the City shall give the Trustee notice thereof, and the Trustee shall make payments with respect to the Series 2013 Bonds in the manner specified in such notice as set forth herein. Neither the City nor the Trustee shall have any obligation with respect to the transfer or crediting of the principal or Compound Accreted Value, Redemption Price or Purchase Price of, and interest on the Series 2013 Bonds to Participants or the beneficial owners of the Series 2013 Bonds or their nominees.

(b) If (i) the City determines, or (ii) the City receives notice that the Securities Depository has received notice from its Participants having interests in at least 50 percent in principal amount of the Series 2013 Bonds, that the Securities Depository or its successor is incapable of discharging its responsibilities as a securities depository, or that it is in the best interests of the beneficial owners that they obtain certificated Series 2013 Bonds, the City may (or, in the case of clause (ii) above, the City shall) cause the Trustee to authenticate and deliver Series 2013 Bond certificates. The City shall have no obligation to make any investigation to determine the occurrence of any events that would permit the City to make any determination described in this paragraph.

(c) If, following a determination or event specified in paragraph (b) above, the City discontinues the maintenance of the Series 2013 Bonds in Book Entry Form with the then current Securities Depository, the City will issue replacement Series 2013 Bonds to the replacement Securities Depository, if any, or, if no replacement Securities Depository is selected for the Series 2013 Bonds, directly to the Participants as shown on the records of the former Securities Depository or, to the extent requested by any Participant, to the beneficial owners of the Series 2013 Bonds shown on the records of such Participant. Replacement Series 2013 Bonds shall be in fully registered form and in Authorized Denominations, be payable as to interest on the Interest Payment Dates of the Series 2013 Bonds by check mailed to each Registered Owner at the address of such Registered Owner as it appears on the Bond Register or, at the option of any Registered Owner of not less than \$1,000,000 principal amount of Series 2013 Bonds, by wire transfer to any address in the United States of America on such Interest Payment Date to such Registered Owner as of such Record Date, if such Registered Owner provides the Trustee with written notice of such wire transfer address not later than the Record Date (which notice may provide that it will remain in effect with respect to subsequent Interest Payment Dates unless and until changed or revoked by subsequent notice). Principal or Compound Accreted Value, Redemption Price or Purchase Price of the replacement Series 2013 Bonds are payable

only upon presentation and surrender of such replacement Series 2013 Bond(s) at the designated office of the Trustee.

(d) The Securities Depository and its Participants, and the beneficial owners of the Series 2013 Bonds, by their acceptance of the Series 2013 Bonds, agree that the City and the Trustee shall not have liability for the failure of such Securities Depository to perform its obligations to the Participants and the beneficial owners of the Series 2013 Bonds, nor shall the City or the Trustee be liable for the failure of any Participant or other nominee of the beneficial owners to perform any obligation of the Participant to a beneficial owner of the Series 2013 Bonds.

(e) As long as Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the Registered Owner of the Series 2013 Bonds, as nominee of DTC, references herein to the Registered Owners of the Series 2013 Bonds shall mean Cede & Co. and shall not mean the beneficial owners of the Series 2013 Bonds.

(f) As long as Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the Registered Owner of the Series 2013 Bonds:

(i) selection of Series 2013 Bonds to be redeemed upon partial redemption, presentation of Series 2013 Bonds to the Trustee upon partial redemption, delivery of Series 2013 Bonds to the Trustee in connection with an optional or mandatory tender, or redelivery of such Series 2013 Bonds by the Trustee to Registered Owners following a remarketing or failed conversion to the Fixed Rate shall be deemed made when the right to exercise ownership rights in such Series 2013 Bonds through DTC or DTC's Participants is transferred by DTC on its books;

(ii) notices of demand for purchase of Series 2013 Bonds shall be given by the beneficial owners of such Series 2013 Bonds exercising ownership rights to the Remarketing Agent (as defined in Section 302 hereof) (pursuant to DTC's deliver order procedures) by telephonic or electronic notice (confirmed in writing) or written notice;

(iii) any notices of the interest rate on the Series 2013 Bonds to be provided by the Trustee shall be provided to anyone identifying itself to the Trustee as a person entitled to exercise ownership rights with respect to such Series 2013 Bonds through DTC or its Participants;

(iv) DTC may present notices, approvals, waivers or other communications required or permitted to be made by Registered Owners on a fractionalized basis on behalf of some or all of those persons entitled to exercise ownership rights in the Series 2013 Bonds through DTC or its Participants; and

(v) beneficial interests in Bank Bonds (as defined in Section 302 hereof) shall be held for the account of the Bank (or its Participant) on the records of DTC.

(g) The TIFIA Bond(s) shall be held by the United States Department of Transportation or as otherwise provided in accordance with the TIFIA Loan Agreement.

Section 209. Sale of Series 2013 Bonds.

(a) Each of the Authorized Officers is authorized to execute one or more Bond Purchase Agreements on behalf of the City providing for the sale by the City of the Series 2013 Bonds pursuant to one or more negotiated sales on such terms as he or she may deem to be in the best interests of the City as provided in this 2013 Series Ordinance. Except as otherwise provided in this Section 209, the purchase price shall not be less than 97% of the original principal amount of the Series 2013 Bonds, plus accrued interest, if applicable, less the amount of original issue discount, if any, on the Series 2013 Bonds from their date to the date of their delivery. Any Series 2013 Bonds sold at an original issue discount shall have a principal amount (net of original issue discount) not to exceed \$275,000,000, shall be sold in the aggregate at an original issue discount of not to exceed 10% of their principal amount, and the original issue discount on such Series 2013 Bonds may not result in a yield to maturity in excess of the maximum rate of interest specified in Section 206 hereof.

(b) An Authorized Officer shall establish the terms of the Series 2013 Bonds and of their sale to the Initial Purchasers in the Series 2013 Determination Certificate or Mode Conversion Certificate, as applicable. The terms to be so determined include, without limitation, the purchase price to be paid by the Initial Purchasers pursuant to Section 209(a) above, the aggregate principal amount of the Series 2013 Bonds, the maturities of the Series 2013 Bonds, the amount of any original issue discount, the amount of the 2013 Reserve Requirement, the issuance of the Series 2013 Bonds in a single Series or two or more Subseries, and as Serial Bonds, Term Bonds, capital appreciation bonds, Series 2013 Variable Rate Bonds, or any combination of Serial Bonds, Term Bonds, capital appreciation bonds and Series 2013 Variable Rate Bonds, the numbering of the Series 2013 Bonds, the interest rate or rates and the first interest payment dates for the Series 2013 Bonds that bear interest payable currently and the yield to maturity of any capital appreciation bonds, whether the Series 2013 Bonds shall be issued initially in the form of a single or more than one fully registered Series 2013 Bond for each maturity, the issuance of Series 2013 Bonds as Series 2013 Bonds the interest on which is excluded from gross income for federal income tax purposes, as Series 2013 Bonds the interest on which is not excluded from gross income for federal income tax purposes, or any combination thereof, and the prices and other terms upon which the Series 2013 Bonds are subject to redemption, all as provided in and subject to the limitations expressed in this Article II, including the limitation specified in Section 206 hereof and, with respect to Series 2013 Variable Rate Bonds, elsewhere in this 2013 Series Ordinance. The Authorized Officer may in the Series 2013 Determination Certificate or Mode Conversion Certificate, as applicable, make such changes to the terms of the Series 2013 Bonds and the form of the Series 2013 Bonds from those provided in this 2013 Series Ordinance as he or she shall determine but which shall result in the Series 2013 Bonds having substantially the terms and being in substantially one of the forms provided by this 2013 Series Ordinance. In the Series 2013 Determination Certificate or Mode Conversion Certificate, as applicable, the Authorized Officer shall also (i) identify any Banks and Credit Support Instruments to be obtained to secure the payment of debt service on and/or the Purchase Price of the Series 2013 Bonds, (ii) identify any Reserve Fund Credit Instruments to be obtained in respect of the Series 2013 Bonds and the company or companies providing them, (iii) identify the Initial Purchasers selected by the Authorized Officer, (iv) specify the compensation to be paid to the Initial Purchasers in connection with the sale of the Series 2013 Bonds, and (v) identify any Interest Rate Hedge Agreements entered into or to be entered into

with respect to the Series 2013 Bonds or with respect to any Outstanding Bonds (where permitted by the General Ordinance).

(c) Each of the Authorized Officers is further authorized to take the actions and execute and deliver the documents and instruments necessary in connection with the issuance of the Series 2013 Bonds as specified in this 2013 Series Ordinance. The Series 2013 Bonds shall be then duly prepared and executed in substantially the form and manner provided in this 2013 Series Ordinance and delivered by an Authorized Officer to the Initial Purchasers or the Trustee in accordance with the terms of the Bond Purchase Agreements and the Series 2013 Determination Certificate.

(d) The City is authorized to enter into the Bond Purchase Agreements, which shall be in substantially the form previously used for similar revenue bond financings of the City, with appropriate revisions to reflect the terms and provisions of the Series 2013 Bonds and such other revisions in text as the Authorized Officer executing the applicable Bond Purchase Agreement shall determine are necessary or desirable in connection with the sale of the Series 2013 Bonds. Each of the Authorized Officers is authorized to execute one or more of the Bond Purchase Agreements on behalf of and in the name of the City, with the concurrence of the Chairman of the Committee on Finance of the City Council (to be filed in the Office of the City Clerk and addressed to the City Council as provided in this 2013 Series Ordinance).

(e) The preparation, use and distribution of a preliminary official statement, an official statement or any other disclosure document relating to each sale and issuance of the Series 2013 Bonds are hereby ratified and approved. The Mayor and each Authorized Officer are each hereby authorized to execute and deliver an official statement or other disclosure document relating to each sale and issuance of the Series 2013 Bonds on behalf of the City. The preliminary official statement, official statement and other disclosure documents herein authorized shall be substantially similar to those previously used for similar revenue bond financings of the City, or shall contain disclosure information substantially similar to that presented in such financings and shall reflect the terms and provisions of the Series 2013 Bonds, the manner in which the Series 2013 Bonds shall be sold, the use of proceeds of the Series 2013 Bonds, financial information for the City, and such other information as any Authorized Officer determines to be advisable under the circumstances. Upon sale of the Series 2013 Bonds, each Authorized Officer is authorized to (i) cause one or more final Official Statements or other disclosure documents to be prepared, (ii) execute and deliver the final official statements or other disclosure documents to the Initial Purchasers and (iii) file the final official statements or other disclosure documents with the Office of the City Clerk, addressed to the City Council. The circulation by the Initial Purchasers of the preliminary official statements, the official statements, and other disclosure documents, if any is ratified, confirmed and approved.

(f) Upon a finding by an Authorized Officer in the Series 2013 Determination Certificate or Mode Conversion Certificate, as applicable, that the purchase of one or more Credit Support Instruments or one or more Reserve Fund Credit Instruments for the Series 2013 Bonds is likely to facilitate the marketing and sale of all or some of the Series 2013 Bonds and permit completion of such sale in a timely fashion, and that each such instrument is available at an acceptable price, each Authorized Officer is authorized to cause the City to purchase one or more Credit Support Instruments or Reserve Fund Credit Instruments for all or any portion of the

Series 2013 Bonds, payable from amounts received upon the sale of the Series 2013 Bonds or from other amounts lawfully available for that purpose. Each such instrument shall be provided by a bank or other financial institution (in the case of a Credit Support Instrument) or, in the case of a Reserve Fund Credit Instrument, a provider which satisfies the criteria in the definition of the term "Reserve Fund Credit Instrument," that is approved by the Authorized Officer. Each of the Authorized Officers is authorized to enter into commitments with respect to the terms under which Credit Support Instruments or Reserve Fund Credit Instruments will be issued and on behalf of the City may enter into such agreements and may make such covenants with respect to such instruments that are consistent with this 2013 Series Ordinance; *provided, however*, that any agreement to reimburse a provider of a Credit Support Instrument or a Reserve Fund Credit Instrument shall be payable solely and only from the sources pledged to the payment of the Series 2013 Bonds as described in Section 201 hereof. Any Credit Support Instrument or Reserve Fund Credit Instrument and any related reimbursement agreement (and any related promissory note) shall be in substantially the form of the credit facilities and reimbursement agreements (and related promissory notes) previously entered into by the City in connection with the sale of revenue obligations of the City, but with such revisions in text as an Authorized Officer shall determine are necessary or desirable, the execution of such instruments by such Authorized Officer to evidence this City Council's approval of all of such revisions. Promissory notes relating to any Credit Support Instruments, Reserve Fund Credit Instruments and any related reimbursement agreements shall mature not later than the final maturity date of the Series 2013 Bonds. The annual fee paid to any provider of a Credit Support Instrument shall not exceed three percent (3.0%) of the average principal amount of the Series 2013 Bonds secured by such instrument that are Outstanding during such annual period and the annual fee paid to any provider of a Reserve Fund Credit Instrument shall not exceed three percent (3.0%) of the average principal amount of the Series 2013 Bonds secured by such instrument that are Outstanding during such annual period. The reimbursement obligations of the City under any such reimbursement agreement (and any related promissory note) shall be payable solely and only from the sources pledged to the payment of the Series 2013 Bonds as described in Section 201 hereof and shall bear interest at a rate not exceeding eighteen percent (18.0%) per year. The final form of any such reimbursement agreement entered into by the City with respect to a Credit Support Instrument or a Reserve Fund Credit Instrument shall be attached to the Series 2013 Determination Certificate or Mode Conversion Certificate, as applicable.

(g) Subsequent to such sale, the applicable Authorized Officer shall execute and file in the Office of the City Clerk, addressed to the City Council, (i) the Series 2013 Determination Certificate setting forth the terms of sale of the Series 2013 Bonds, the interest rate or rates on the Series 2013 Bonds that bear interest payable currently, or, in the case of Series 2013 Variable Rate Bonds, a description of the method of determining the interest rate to be borne by such Series 2013 Variable Rate Bonds from time to time, the yield to maturity of any capital appreciation bonds, the numbering of the Series 2013 Bonds, the redemption terms for the Series 2013 Bonds, findings with respect to and the identity of any providers of Credit Support Instruments, Reserve Fund Credit Instruments, and Interest Rate Hedge Agreements for the Series 2013 Bonds, findings with respect to and the identity of any providers of Interest Rate Hedge Agreements for Outstanding Bonds identified in the Series 2013 Determination Certificate for which such agreements are permitted under the General Ordinance, the identity of any remarketing agent or tender agent to be retained in connection with any Series 2013 Variable

Rate Bonds, the amount to be borrowed to pay the costs of projects constituting Project Purposes as provided in Section 209(j) hereof, and such other terms as are identified in Section 209(b) hereof, (ii) an executed copy of the Bond Purchase Agreements, reflecting concurrence of the Chairman of the Committee on Finance of the City Council in the determinations made by the Authorized Officer as to the terms and the terms of sale of the Series 2013 Bonds, (iii) the final official statements of the City as provided in Section 209(e) hereof, (iv) the final Escrow Deposit Agreements (as defined below) as provided in Section 209(h) hereof, (v) the final forms of any reimbursement agreements under Section 209(f) hereof, and (vi) the final forms of any Pledge Agreements (as defined in Section 302 hereof) under Section 209(k) hereof.

(h) The City is authorized to enter into one or more Escrow Deposit Agreements (the "**Escrow Deposit Agreements**") with an escrow agent to be designated by an Authorized Officer substantially in the form previously used for similar refunding financings of the City, with appropriate revisions to reflect the terms and provisions of the refunding of the Refunded Bonds and such other revisions in text as the Authorized Officer shall determine are necessary or desirable in connection with the refunding of the Refunded Bonds. Each of the Authorized Officers is authorized to execute and deliver the Escrow Deposit Agreements on behalf of the City. The execution of the Escrow Deposit Agreements by an Authorized Officer shall be conclusive evidence of their approval and this City Council's approval of the form of such agreements. In addition, each of the Authorized Officers is authorized to execute and deliver on behalf of the City one or more contracts under which amounts coming due on investments in the Escrow Account may be reinvested until required, all as may be provided in the Escrow Deposit Agreements.

(i) In connection with any sale of the Series 2013 Bonds, each of the Authorized Officers is authorized to execute and deliver, if necessary, a Continuing Disclosure Undertaking with respect thereto (the "**Continuing Disclosure Undertaking**") evidencing the City's agreement to comply to the extent required by law with the provisions of Section (b)(5) of Rule 15c2-12, adopted by the Securities and Exchange Commission (the "**SEC**") under the Securities Exchange Act of 1934, as amended (the "**1934 Act**") in a form approved by the Corporation Counsel. Upon its execution and delivery on behalf of the City as provided in this 2013 Series Ordinance, the Continuing Disclosure Undertaking will be binding on the City, and the officers, employees and agents of the City are authorized to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Continuing Disclosure Undertaking as executed. The Authorized Officer is further authorized to amend the Continuing Disclosure Undertaking in accordance with its terms from time to time following its execution and delivery as they shall deem necessary. In addition, each Authorized Officer is authorized to make all future filings with the Electronic Municipal Market Access system operated by the Municipal Securities Rulemaking Board or such other municipal securities information repository as shall be designated by the SEC, all in accordance with the provisions of Securities and Exchange Commission Rule 15c2-12(b)(5) promulgated under the 1934 Act. Notwithstanding any other provision of the General Ordinance or this 2013 Series Ordinance, the sole remedy for any failure by the City to comply with the Continuing Disclosure Undertaking shall be the ability of the Holder of any Series 2013 Bond to seek mandamus or specific performance by court order to cause the City to comply with its obligations under the Continuing Disclosure Undertaking.

(j) Upon a determination by an Authorized Officer made at the time of sale of the Series 2013 Bonds and set forth in the Series 2013 Determination Certificate, the amount of money which the City shall borrow and in respect of which the City shall issue the Series 2013 Bonds may be reduced so that the amount so borrowed and available to pay the costs of acquiring, constructing, improving and equipping projects constituting Project Purposes does not exceed the amount which the Authorized Officer determines will be needed by the City for that purpose during the three-year period following the issuance and delivery of the Series 2013 Bonds, taking into account moneys that will be available from other sources to pay such costs.

(k) In connection with the issuance of Series 2013 Variable Rate Bonds under Articles III, IV and V hereof, each of the Authorized Officers is authorized to execute and deliver one or more Pledge Agreements providing for the custody and disposition of Bank Bonds or as may be required by the applicable Bank. The Pledge Agreements shall be in substantially the form previously used for similar variable rate bond financings of the City, with appropriate revisions to reflect the terms and provisions of the Series 2013 Variable Rate Bonds and such other revisions in text as the Authorized Officer shall determine are necessary or desirable in connection with the sale of the Series 2013 Variable Rate Bonds.

Section 210. Execution of TIFIA Loan Agreement; Issuance of TIFIA Bond(s); Execution of Other Documents.

(a) Each of the Authorized Officers is authorized to execute a TIFIA Loan Agreement on behalf of the City providing for one or more loans from the United States Department of Transportation in an aggregate amount not to exceed \$275,000,000 in connection with the Riverwalk Expansion Project. The TIFIA Loan Agreement shall be in the form as required by the United States Department of Transportation with such changes thereto as shall be determined by an Authorized Officer to be in the best interests of the City.

(b) Subject to the applicable limits specified in Article II hereof, an Authorized Officer shall establish certain terms of the TIFIA Loan Agreement and of the TIFIA Bond(s). The terms to be so determined include, without limitation, the aggregate principal amount of the loan under the TIFIA Loan Agreement, the maturities of the TIFIA Bond(s), the amount of the TIFIA Reserve Requirement, the interest rate or rates and the interest payment dates for the TIFIA Bond(s), the terms upon which the TIFIA Bond(s) can be subject to optional or mandatory redemption, and the terms upon which the TIFIA Bond(s) can be subject to extraordinary mandatory redemption as required by the United States Department of Transportation and further described in the TIFIA Loan Agreement; *provided, however*, that payments for any extraordinary mandatory redemption shall only be made from (i) amounts in the Motor Fuel Tax Revenue Fund which are lawfully available for the payment of Municipal Indebtedness and which the Trustee shall pay to the City or upon the City's direction pursuant to Section 601(A)(2) of the General Ordinance and (ii) amounts remaining in the Debt Service Fund after all of the required deposits and credits to all Accounts in the Debt Service Fund and the Debt Service Reserve Fund have been made pursuant to the General Ordinance and this 2013 Series Ordinance and which the Trustee shall pay to the City pursuant to Section 605(5) of the General Ordinance.

(c) Each of the Authorized Officers is further authorized to establish terms and conditions in the TIFIA Loan Agreement under which TIFIA Bond(s) can be refunded pursuant

to the General Ordinance with the issuance of an Additional Bond which may include terms upon which such Additional Bond can be subject to extraordinary mandatory redemption as required by the United States Department of Transportation and further described in the TIFIA Loan Agreement; *provided, however*, that payments for any extraordinary mandatory redemption shall only be made from (i) amounts in the Motor Fuel Tax Revenue Fund which are lawfully available for the payment of Municipal Indebtedness and which the Trustee shall pay to the City or upon the City's direction pursuant to Section 601(A)(2) of the General Ordinance and (ii) amounts remaining in the Debt Service Fund after all of the required deposits and credits to all Accounts in the Debt Service Fund and the Debt Service Reserve Fund have been made pursuant to the General Ordinance and this 2013 Series Ordinance and which the Trustee shall pay to the City pursuant to Section 605(5) of the General Ordinance.

(d) Each of the Authorized Officers is further authorized to establish terms and conditions in the TIFIA Loan Agreement under which TIFIA Bond proceeds are disbursed for Project Purposes.

(e) Each of the Authorized Officers is further authorized to take the actions and execute and deliver all documents and instruments necessary in connection with the TIFIA Bond(s) as specified in this 2013 Series Ordinance. The TIFIA Bond(s) shall be then duly prepared and executed in substantially the form and manner provided in this 2013 Series Ordinance and delivered by an Authorized Officer to the United States Department of Transportation or as otherwise provided in accordance with the terms of the TIFIA Loan Agreement.

(f) In connection with such issuance of the TIFIA Bond(s), the applicable Authorized Officer shall execute and file in the Office of the City Clerk, addressed to the City Council, an executed copy of the TIFIA Loan Agreement, reflecting the determinations made by the Authorized Officer as to the terms and the terms of the TIFIA Bond(s).

(g) Any Authorized Officer and the Commissioner are each hereby authorized to enter into such documents and agreements with state and federal agencies as shall be required in connection with oversight and management of the construction of the Riverwalk Expansion Project.

(h) The Commissioner is hereby authorized to purchase, from legally available funds, mitigation credits from such parties and in such amounts as may be required by the United States Department of Transportation in connection with the Riverwalk Expansion Project.

(i) The preparation, use and distribution of a preliminary official statement, an official statement or any other disclosure document relating to each sale and issuance of the TIFIA Bond(s) are hereby ratified and approved. The Mayor and each Authorized Officer are each hereby authorized to execute and deliver an official statement or other disclosure document relating to each sale and issuance of the TIFIA Bond(s) on behalf of the City. The preliminary official statement, official statement and other disclosure documents herein authorized shall be substantially similar to those previously used for similar revenue bond financings of the City, or shall contain disclosure information substantially similar to that presented in such financings and shall reflect the terms and provisions of the TIFIA Bond(s), the manner in which the TIFIA

Bond(s) shall be sold, the use of proceeds of the TIFIA Bond(s), financial information for the City, and such other information as any Authorized Officer determines to be advisable under the circumstances. Upon sale of the TIFIA Bond(s), each Authorized Officer is authorized to (i) cause one or more final Official Statements or other disclosure documents to be prepared, (ii) execute and deliver the final official statement or other disclosure documents to the holder(s) of the TIFIA Bond(s) or as otherwise provided in the TIFIA Loan Agreement and (iii) file the final official statement or other disclosure documents with the Office of the City Clerk, addressed to the City Council.

(j) Upon a finding by an Authorized Officer in the TIFIA Determination Certificate that the purchase of one or more Credit Support Instruments or one or more Reserve Fund Credit Instruments for the TIFIA Bond(s) is likely to facilitate the marketing and sale of all or some of the TIFIA Bond(s) and permit completion of such sale in a timely fashion, and that each such instrument is available at an acceptable price, each Authorized Officer is authorized to cause the City to purchase one or more Credit Support Instruments or Reserve Fund Credit Instruments for all or any portion of the TIFIA Bond(s), payable from amounts received upon the sale of the Additional Bonds issued under this 2013 Series Ordinance or from other amounts lawfully available for that purpose. Each such instrument shall be provided by a bank or other financial institution (in the case of a Credit Support Instrument) or, in the case of a Reserve Fund Credit Instrument, a provider which satisfies the criteria in the definition of the term "Reserve Fund Credit Instrument," that is approved by the Authorized Officer. Each of the Authorized Officers is authorized to enter into commitments with respect to the terms under which Credit Support Instruments or Reserve Fund Credit Instruments will be issued and on behalf of the City may enter into such agreements and may make such covenants with respect to such instruments that are consistent with this 2013 Series Ordinance; *provided, however*, that any agreement to reimburse a provider of a Credit Support Instrument or a Reserve Fund Credit Instrument shall be payable solely and only from the sources pledged to the payment of the TIFIA Bond(s) as described in Section 201 hereof. Any Credit Support Instrument or Reserve Fund Credit Instrument and any related reimbursement agreement (and any related promissory note) shall be in substantially the form of the credit facilities and reimbursement agreements (and related promissory notes) previously entered into by the City in connection with the sale of revenue obligations of the City, but with such revisions in text as an Authorized Officer shall determine are necessary or desirable, the execution of such instruments by such Authorized Officer to evidence this City Council's approval of all of such revisions. Promissory notes relating to any Credit Support Instruments, Reserve Fund Credit Instruments and any related reimbursement agreements shall mature not later than the final maturity date of the TIFIA Bond(s). The annual fee paid to any provider of a Credit Support Instrument shall not exceed three percent (3.0%) of the average principal amount of the TIFIA Bond(s) secured by such instrument that are Outstanding during such annual period and the annual fee paid to any provider of a Reserve Fund Credit Instrument shall not exceed three percent (3.0%) of the average principal amount of the TIFIA Bond(s) secured by such instrument that are Outstanding during such annual period. The reimbursement obligations of the City under any such reimbursement agreement (and any related promissory note) shall be payable solely and only from the sources pledged to the payment of the TIFIA Bond(s) as described in Section 201 hereof and shall bear interest at a rate not exceeding eighteen percent (18.0%) per year. The final form of any such reimbursement agreement entered

into by the City with respect to a Credit Support Instrument or a Reserve Fund Credit Instrument shall be attached to the TIFIA Determination Certificate.

(k) In connection with any sale of the TIFIA Bond(s), each of the Authorized Officers is authorized to execute and deliver, if necessary, a Continuing Disclosure Undertaking with respect thereto (the "**TIFIA Continuing Disclosure Undertaking**") evidencing the City's agreement to comply to the extent required by law with the provisions of Section (b)(5) of Rule 15c2-12, adopted by the SEC under 1934 Act in a form approved by the Corporation Counsel. Upon its execution and delivery on behalf of the City as provided in this 2013 Series Ordinance, the TIFIA Continuing Disclosure Undertaking will be binding on the City, and the officers, employees and agents of the City are authorized to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the TIFIA Continuing Disclosure Undertaking as executed. The Authorized Officer is further authorized to amend the TIFIA Continuing Disclosure Undertaking in accordance with its terms from time to time following its execution and delivery as they shall deem necessary. In addition, each Authorized Officer is authorized to make all future filings with the Electronic Municipal Market Access system operated by the Municipal Securities Rulemaking Board or such other municipal securities information repository as shall be designated by the SEC, all in accordance with the provisions of Securities and Exchange Commission Rule 15c2-12(b)(5) promulgated under the 1934 Act. Notwithstanding any other provision of the General Ordinance or this 2013 Series Ordinance, the sole remedy for any failure by the City to comply with the TIFIA Continuing Disclosure Undertaking shall be the ability of the Holder of any TIFIA Bond to seek mandamus or specific performance by court order to cause the City to comply with its obligations under the TIFIA Continuing Disclosure Undertaking.

Section 211. Contracts Relating to Interest Rate Hedge Agreements.

(a) Each of the Authorized Officers is authorized to execute and deliver from time to time, with respect to the Series 2013 Bonds or (to the extent permitted under the General Ordinance) any Outstanding Bonds identified in the Series 2013 Determination Certificate, or both, one or more Interest Rate Hedge Agreements, with counterparties selected by an Authorized Officer, the purpose of which is to provide to the City (i) an interest rate basis, cash flow basis, or other basis different from that provided in the applicable Series of Bonds for the payment of interest, or (ii) with respect to a future delivery of a Series of Bonds, one or more of a guaranteed interest rate, interest rate basis, cash flow basis or purchase price. Interest Rate Hedge Agreements include without limitation agreements or contracts commonly known as interest rate exchange, swaps, including forward starting swaps, collar, caps, or derivative agreements, forward payment conversion agreements, interest rate locks, forward bond purchase agreements, bond warrant agreements, or bond purchase option agreements and also include agreements granting to the City or a counterparty an option to enter into any of the foregoing and agreements or contracts providing for payments based on levels of or changes in interest rates, including a change in an interest rate index, to exchange cash flows or a Series of payments, or to hedge payment, rate spread, or similar exposure. Except as set forth below, the stated aggregate notional amount under all Interest Rate Hedge Agreements authorized under this Section (net of "offsetting transactions" entered into by the City) shall not exceed (A) the aggregate principal amount of the Series 2013 Bonds for Interest Rate Hedge Agreements entered into with respect to the Series 2013 Bonds or (B) the aggregate principal amount of the applicable Outstanding

Series of Bonds for Interest Rate Hedge Agreements entered into with respect to such Series of Bonds. For purposes of this Section, the term "*offsetting transactions*" shall include any transaction which is intended to hedge, modify or otherwise affect another outstanding transaction or its economic results. The offsetting transaction need not be based on the same index or rate option as the related Bonds or the transaction being offset and need not be with the same counterparty as the transaction being offset. Examples of offsetting transactions include, without limitation, a floating-to-fixed rate interest rate swap being offset by a fixed-to-floating rate interest rate swap, and a fixed-to-floating rate interest rate swap being offset by a floating-to-fixed rate interest rate swap or an interest rate cap or floor or a floating-to-floating interest rate swap.

(b) Any Qualified Swap Agreement or Non-Qualified Swap Agreement to the extent practicable shall be in substantially the form of either the 2002 ISDA Master Agreement or the Local Currency-Single Jurisdiction version or the Multicurrency-Cross Border version of the 1992 ISDA Master Agreement (including a Schedule and/or a Credit Support Annex to such Schedule, if applicable) published by the International Swaps and Derivatives Association, Inc. ("**ISDA**") or any successor form to either published by ISDA, and in the appropriate confirmations of transactions governed by the applicable agreement, with such insertions, completions and modifications thereof as shall be approved by the officer of the City executing the same, his or her execution to constitute conclusive evidence of this City Council's approval of such insertions, completions and modifications. Should any ISDA form not be the appropriate form to accomplish the objectives of the City under this Section 211, then such other agreement as may be appropriate is hereby approved, the execution by an Authorized Officer being conclusive evidence of the City Council's approval of such insertions, completions and modifications thereof.

(c) Any payments received by the City prior to the Date of Issuance in connection with Interest Rate Hedge Agreements entered into under this paragraph may be used by the City for its general corporate purposes and are appropriated for such purposes.

(d) Nothing contained in this Section 211 shall limit or restrict the authority of the City or any Authorized Officer on behalf of the City to enter into Interest Rate Hedge Agreements pursuant to prior or subsequent authorization of this City Council.

Article III

SERIES 2013 VARIABLE RATE BONDS

Section 301. Series 2013 Variable Rate Bonds.

The provisions of Articles III, IV and V hereof shall apply to the Series 2013 Variable Rate Bonds. To the extent not otherwise expressly provided in Articles III, IV, and V hereof, the Series 2013 Variable Rate Bonds shall be subject to the general terms and provisions set forth in the remainder of this 2013 Series Ordinance and in the General Ordinance. References in the General Ordinance to Bonds that bear interest at "variable rates" apply to Series 2013 Variable Rate Bonds prior to their conversion to bear interest at a Fixed Rate.

Section 302. Definitions Applicable to Series 2013 Variable Rate Bonds.

For purposes of Articles III, IV and V hereof the following words, terms and phrases shall have the following meanings, unless the context or usage clearly indicates otherwise:

"Accredited Investor" means an "Accredited Investor" as defined in Rule 501(a) of Regulation D under the Securities Act of 1933, as amended.

"Adjustable Long Mode" means any Adjustment Period during which the Rate Determination Date and the Rate Change Date for each Rate Period therein (which shall have a duration of 367 days or more and less than or equal to the remaining term of the Series 2013 Variable Rate Bonds) shall be designated by the Remarketing Agent upon the request of the City pursuant to Section 501 hereof, and, except as provided in Section 410(e) hereof, during which the Series 2013 Variable Rate Bonds (or Subseries thereof) which bear interest during such Adjustment Period bear interest at the Adjustable Long Rate.

"Adjustable Long Rate" means, for each Rate Period within an Adjustable Long Mode applicable to a Series 2013 Variable Rate Bond (or Subseries thereof), a fixed per annum interest rate borne by such Series 2013 Variable Rate Bond established pursuant to Section 303(e), 501(c) or 502(b) hereof equal to the lowest interest rate which, in the judgment of the Remarketing Agent, would enable such Series 2013 Variable Rate Bond to be remarketed at a price equal to the principal amount thereof, plus accrued interest thereon, if any, on the Rate Change Date for such Rate Period.

"Adjustment Date" means (i) the Date of Issuance, (ii) any date which is the first day of an Adjustment Period designated in the manner set forth in Section 501 hereof, (iii) any Substitute Adjustment Date designated in the manner set forth in Section 502 hereof, and (iv) any proposed Fixed Rate Conversion Date designated in the manner set forth in Section 503 hereof.

"Adjustment Period" means, with respect to each Series 2013 Variable Rate Bond (or Subseries thereof), each period commencing on an Adjustment Date for such Series 2013 Variable Rate Bond to and including the day immediately preceding the immediately succeeding Adjustment Date for such Series 2013 Variable Rate Bond (or the Maturity Date thereof), during which period such Series 2013 Variable Rate Bond shall operate in one type of Interest Mode.

"Alternate Letter of Credit" means a Letter of Credit issued pursuant to Section 311 hereof.

"Applicable Factor" means, with respect to the Series 2013 Variable Rate Bonds (or Subseries thereof) bearing interest at the LIBOR Index Rate, during any Bank Purchase Rate Period, such other percentage as may be determined as the Applicable Factor for such Series 2013 Variable Rate Bonds during such Bank Purchase Rate Period as provided in Section 501(c) hereof.

"Applicable Spread" means with respect to the Series 2013 Variable Rate Bonds (or Subseries thereof) (i) bearing interest at a Bank Purchase Rate during the initial Interest Period,

the number of basis points established in the Series 2013 Determination Certificate or Mode Conversion Certificate, as applicable; and (ii) bearing interest at a Bank Purchase Rate during any other Interest Period, the number of basis points or schedule of basis points determined in accordance with Section 501(c) hereof (which may include a schedule for the Applicable Spread based upon the long-term unenhanced rating or ratings then assigned to debt of the City payable from or secured by Motor Fuel Tax Revenues as described in the General Ordinance).

"Authorized Denomination" means, prior to the Fixed Rate Conversion Date with respect to a particular Series 2013 Variable Rate Bond (or Subseries thereof), \$100,000 and any integral multiple of \$5,000 in excess thereof, and, after the Fixed Rate Conversion Date with respect to a particular Series 2013 Variable Rate Bond (or Subseries thereof), \$5,000 and any integral multiple thereof.

"Bank" means (i) while a Liquidity Facility is in effect any provider then obligated under a Liquidity Facility delivered in accordance with the terms of this 2013 Series Ordinance, and (ii) while a Letter of Credit is in effect, any provider then obligated under a Letter of Credit delivered in accordance with the terms of this 2013 Series Ordinance. When more than one bank is acting in the capacity of the Bank, references herein to the Bank shall be deemed to refer to each such bank.

"Bank Agreement" means a reimbursement agreement (or similar agreement), if any, between the City and a Bank, pursuant to which a Credit Support Instrument is issued including, if any, the agreement described in the Series 2013 Determination Certificate or Mode Conversion Certificate, as applicable, and any Substitute Bank Agreement. When more than one bank is acting in the capacity of the Bank, references herein to the Bank Agreement shall be deemed to refer to each such agreement between the City and each such bank.

"Bank Approval" means the written approval of the Bank or the Purchaser, as applicable (with respect to the Series 2013 Variable Rate Bonds or the applicable Subseries thereof), or the Banks or the Purchasers, as applicable (with respect to the Series 2013 Variable Rate Bonds or the applicable Subseries thereof), if such approval is required hereunder or pursuant to the then-applicable Bank Agreement, Bank Purchase Rate Agreement or related document.

"Bank Bonds" means Tendered Bonds purchased with moneys drawn under the Liquidity Facility or the Letter of Credit, as applicable, pursuant to Section 410(c) hereof, which are pledged to or owned by the Bank or its permitted assigns in accordance with the Bank Agreement or the Custody Agreement, if any, until such Tendered Bonds are remarketed by the Remarketing Agent pursuant to the Remarketing Agreement or such Tendered Bonds lose their characterization as Bank Bonds pursuant to the Bank Agreement.

"Bank Purchase Conversion Date" means each date upon which the Series 2013 Variable Rate Bonds (or Subseries thereof) commence bearing interest at a Bank Purchase Rate after conversion from another Interest Mode or following the end of another Bank Purchase Mode.

"Bank Purchase Mode" means, for the Series 2013 Variable Rate Bonds (or Subseries thereof), any Adjustment Period during which such Series 2013 Variable Rate Bonds bear interest at the Bank Purchase Rate as set forth in Section 303(g) hereof.

"Bank Purchase Rate" means (i) the LIBOR Index Rate or the SIFMA Index Rate, as applicable, subject in each case to Section 303(g)(vi), or (ii) a rate based on such other index and parameters as determined by an Authorized Officer and described in the Series 2013 Determination Certificate or Mode Conversion Certificate, as applicable.

"Bank Purchase Rate Agreement" means any agreement between the City and a Purchaser, pursuant to which the Series 2013 Variable Rate Bonds (or any Subseries thereof) are purchased by the Purchaser including, if any, the agreement set forth in the Series 2013 Determination Certificate or Mode Conversion Certificate, as applicable. When more than one Person is acting in the capacity of the Purchaser, references herein to the Bank Purchase Rate Agreement shall be deemed to refer to each such agreement between the City and each such Person.

"Bank Purchase Rate Agreement Event of Default" means each "Event of Default," if any, under a Bank Purchase Rate Agreement, the consequence of notice to the Trustee of which is that the Series 2013 Variable Rate Bonds (or the applicable Subseries thereof) shall be subject to mandatory tender pursuant to Section 407 hereof.

"Bank Purchase Rate Period" means any Rate Period during which the Series 2013 Variable Rate Bonds (or the applicable Subseries thereof) bear interest at a Bank Purchase Rate.

"Bank Purchase Rate Termination Date" means, with respect to the Series 2013 Variable Rate Bonds (or the applicable Subseries thereof), the Adjustment Date designated by the City pursuant to Section 501(b) hereof and specified in the related Bank Purchase Rate Agreement.

"Bank Purchase Rate Pricing Agent" means the Remarketing Agent or any other financial institution with experience in pricing information for tax-exempt or taxable municipal securities, as selected by the City. The Bank Purchase Rate Pricing Agent (if other than the Remarketing Agent) may perform the duties of a Remarketing Agent with respect to the Series 2013 Variable Rate Bonds bearing interest at the Bank Purchase Rate, *provided, however*, that in such event, to the extent directed by the City, the Trustee may perform any settlement of securities or transfer of funds required of the Remarketing Agent hereunder.

"Bank Rate" means with respect to any Bank Bond, such interest rate or sequence of rates (which may be stated as a formula and may be determined by reference to a specified index or indices) as is specified in the Bank Agreement then in effect pursuant to which the Bank Bond was purchased. The foregoing notwithstanding, at no time shall the Bank Rate be higher than the Maximum Interest Rate.

"Bank Variable Rate" means the rate of interest determined by the Remarketing Agent to equal the rate of interest Bank Bonds bearing interest at the Bank Rate would have borne had they not been tendered and purchased by the Bank under the Liquidity Facility or Letter of

Credit, as applicable. The foregoing notwithstanding, at no time shall the Bank Variable Rate be higher than the Maximum Interest Rate.

"Beneficial Owner" means the owner of a beneficial interest in Series 2013 Variable Rate Bonds (or Subseries thereof) registered in the name of Cede & Co., as nominee of DTC (or a successor nominee).

"Bond Purchase Fund" means the Series 2013 Variable Rate Bond Purchase Fund created in Section 305.

"Bond Sale Date" means the date on which Bank Bonds are remarketed (or deemed remarketed pursuant to the applicable Bank Agreement) and no longer bear interest at the applicable Bank Rate.

"Calculation Agent" means, with respect to the Series 2013 Variable Rate Bonds (or the applicable Subseries thereof) bearing interest in the Bank Purchase Mode, the Remarketing Agent or any other Person appointed by the City, with the consent of the applicable Purchaser of such Series 2013 Variable Rate Bonds, to serve as calculation agent for such Series 2013 Variable Rate Bonds.

"Computation Date" means (i) during each SIFMA Index Rate Period, Wednesday of each week, or if a Wednesday is not a Business Day, the next succeeding Business Day, (ii) during each LIBOR Index Rate Period, the second London Business Day preceding each LIBOR Index Reset Date, or (iii) such other time as established by the Authorized Officer in the Series 2013 Determination Certificate or Mode Conversion Certificate, as applicable.

"Credit Substitution Date" means the day on which an Alternate Letter of Credit becomes effective.

"Custody Agreement" means a custody agreement or a pledge and security agreement (which may also be the Bank Agreement), if any, entered into the Trustee, as custodian, and the Bank, and to which the City or Remarketing Agent may be a party, and any and all amendments and supplements thereto, relating to Bank Bonds.

"Daily Mode" means any Adjustment Period during which Rate Determination Dates and Rate Change Dates occur on each Business Day in the manner set forth in Section 303(b) hereof, and, except as provided in Section 410(e) hereof, during which the Series 2013 Variable Rate Bonds (or Subseries thereof) which bear interest during such Adjustment Period bear interest at the Daily Rate.

"Daily Rate" means, for each Rate Period within a Daily Mode applicable to a Series 2013 Variable Rate Bond (or Subseries thereof), a fixed per annum interest rate borne by such Series 2013 Variable Rate Bond established pursuant to Section 303(b), 501(c) or 502(c) hereof equal to the lowest interest rate which, in the judgment of the Remarketing Agent, would enable such Series 2013 Variable Rate Bond to be remarketed at a price equal to the principal amount thereof, plus accrued interest thereon, if any, on the Rate Change Date for such Rate Period.

"Default Rate" means, with respect to the Series 2013 Variable Rate Bonds (or the applicable Subseries thereof) bearing interest in a Bank Purchase Mode, as provided in the applicable Bank Purchase Rate Agreement. The foregoing notwithstanding, at no time shall the Default Rate be higher than the Maximum Interest Rate.

"Delivery Office" shall mean the offices of the Remarketing Agent and the Trustee, respectively, at which Tendered Bonds are to be delivered by their Holders, as designated by the Trustee (as to the Trustee) and the Remarketing Agent (as to the Remarketing Agent) from time to time by written notice provided to the City, the Trustee, the Remarketing Agent and the Holders.

"Demand Date" means (i) with respect to any Series 2013 Variable Rate Bond (or the applicable Subseries thereof) during a Daily Mode, the Business Day on which the Trustee's Agent and the Remarketing Agent receive notice at or prior to 10:00 a.m., Chicago time, from the Holder thereof demanding to have such Series 2013 Variable Rate Bond (or any portion thereof in an Authorized Denomination) purchased (or the succeeding Business Day if such notice is received after 10:00 a.m., Chicago time), all as provided in Section 401 hereof, and (ii) with respect to any Series 2013 Variable Rate Bond during a Weekly Mode, the Business Day specified in the notice received by the Trustee's Agent and the Remarketing Agent upon which the Holder of such Series 2013 Variable Rate Bond intends to tender such Series 2013 Variable Rate Bond (or any portion thereof in an Authorized Denomination) for purchase as provided in Section 401 hereof, which Business Day shall be not less than seven calendar days after the date such notice is received. Notice must be received not later than 4:00 p.m., Chicago time, to be effective that Business Day.

"Failed Tender Rate" means the then prevailing 30-Day LIBOR up to the Maximum Interest Rate.

"Fixed Mode" means the Adjustment Period commencing on the Fixed Rate Conversion Date for a Series 2013 Variable Rate Bond (or Subseries thereof) and ending on the Maturity Date thereof, as established pursuant to Section 503 hereof, during which such Series 2013 Variable Rate Bonds which bear interest during such Adjustment Period bear interest at the Fixed Rate.

"Fixed Rate" means, for the Fixed Mode applicable to a Series 2013 Variable Rate Bond, a fixed per annum interest rate borne by such Series 2013 Variable Rate Bond established pursuant to Section 303(f) hereof equal to the lowest interest rate which, in the judgment of the Remarketing Agent, would enable such Series 2013 Variable Rate Bond to be remarketed at a price equal to the principal amount thereof on the Fixed Rate Conversion Date for such Fixed Mode.

"Fixed Rate Conversion" means the conversion of the interest rate to be borne by all or any portion of the Series 2013 Variable Rate Bonds to a Fixed Rate pursuant to Sections 303 and 503 hereof.

"Fixed Rate Conversion Date" means an Adjustment Date for any Series 2013 Variable Rate Bond on which it begins to bear interest at a Fixed Rate.

"Flexible Mode" means any Adjustment Period during which the Rate Determination Date and the Rate Change Date for each Rate Period therein (which shall have a duration which is not less than seven days nor more than 270 days) shall occur on the first day of such Rate Period which shall be designated by the Remarketing Agent pursuant to Section 303(d), 501(c) or 502(b) hereof, and, except as provided in Section 410(e) hereof, during which the Series 2013 Variable Rate Bonds (or Subseries thereof) which bear interest during such Adjustment Period bear interest at the Flexible Rate.

"Flexible Rate" means, for each Rate Period within a Flexible Mode applicable to a Series 2013 Variable Rate Bond (or Subseries thereof), a fixed per annum interest rate borne by such Series 2013 Variable Rate Bond established pursuant to Section 303(d), 501(c) or 502(b) hereof equal to the lowest interest rate which, in the judgment of the Remarketing Agent, would enable such Series 2013 Variable Rate Bond to be remarketed at a price equal to the principal amount thereof on the Rate Change Date for such Rate Period.

"Immediate Notice" means notice by telephone, telex, electronic mail or telecopier to such address as the addressee shall have directed in writing, promptly followed by written notice by first class mail, postage prepaid; *provided, however*, that if any person required to give an Immediate Notice shall not have been provided with the necessary information as to the telephone, telex, electronic mail or telecopier number of an addressee, Immediate Notice shall mean written notice by first class mail, postage prepaid.

"Interest Coverage Rate" means the rate used in any Liquidity Facility or Letter of Credit, as applicable, to calculate the maximum amount (as reduced and restated from time to time in accordance with the terms thereof) which is available for the payment of the portion of the Purchase Price of Tendered Bonds corresponding to interest accrued on the Tendered Bonds to the date of their purchase. The initial Interest Coverage Rate for Series 2013 Variable Rate Bonds (or the applicable Subseries thereof) in the Daily Mode or the Weekly Mode entitled to the benefit of the Letter of Credit, if any, shall be established in the Series 2013 Determination Certificate or Mode Conversion Certificate, as applicable. The foregoing notwithstanding, at no time shall the Interest Coverage Rate be higher than the Maximum Interest Rate.

"Interest Mode" means a period of time relating to the frequency with which the interest rate on the Series 2013 Variable Rate Bonds (or Subseries thereof) is determined pursuant to Section 303 hereof. An Interest Mode may be a Daily Mode, a Weekly Mode, a Flexible Mode, an Adjustable Long Mode, a Bank Purchase Mode or a Fixed Mode.

"Interest Payment Date" means (a) for each Series 2013 Variable Rate Bond (or Subseries thereof), each Adjustment Date (including, without limitation, a proposed Fixed Rate Conversion Date) therefor, (b) for any Series 2013 Variable Rate Bond (or Subseries thereof) in a Daily Mode, a Weekly Mode or a Bank Purchase Mode, the first Business Day of each calendar month, (c) for any Series 2013 Variable Rate Bond (or Subseries thereof) in an Adjustable Long Mode, the next succeeding January 1 or July 1 which occurs not less than two months after the date on which the applicable Rate Period commences, each January 1 and July 1 thereafter and each Rate Change Date (other than the Date of Issuance) therefor so long as such Rate Period is in effect, (d) for any Series 2013 Variable Rate Bond in a Flexible Mode (or Subseries thereof), each Rate Change Date therefor, (e) for any Series 2013 Variable Rate Bond

in a Fixed Mode, each January 1 and July 1, commencing as provided in Section 503, (f) for any Bank Bond, such dates as are specified in the applicable Bank Agreement, (g) for any Unremarketed Bond, such dates as are specified in the applicable Bank Purchase Rate Agreement, and (h) for each Series 2013 Variable Rate Bond (or Subseries thereof), its Maturity Date; *provided, however*, that, except with respect to any Interest Payment Dates with respect to remarketed Bank Bonds under (f), in no event shall more than one Interest Payment Date for the Series 2013 Variable Rate Bonds (or Subseries thereof) occur in any one calendar month. The initial Interest Payment Date in connection with the issuance of the Series 2013 Variable Rate Bonds (or any Subseries thereof) or any subsequent change in the Interest Mode with respect thereto shall be established in the Series 2013 Determination Certificate or Mode Conversion Certificate, as applicable.

"Interest Period" means the period from the Date of Issuance to and including the day immediately preceding the first Interest Payment Date and thereafter shall mean each period from and including an Interest Payment Date to and including the day immediately preceding the next Interest Payment Date.

"Interest Requirement" for any Interest Period, as applied to the Series 2013 Variable Rate Bonds (or Subseries thereof) then Outstanding, shall mean the interest accrued on such Series 2013 Variable Rate Bonds for the applicable Interest Period, *provided, however*, that should there be one or more Rate Change Dates between the date of calculation of the Interest Requirement and the last day of the applicable Interest Period, the least of the Maximum Interest Rate, or if a Qualified Swap Agreement is in effect, the rate provided for in Section 206(A)(1) of the General Ordinance, shall be used for that portion of the Interest Period from the Rate Change Date(s) through the end of the Interest Period. Interest Requirement shall include all interest payable on Bank Bonds. Notwithstanding the foregoing, so long as a Qualified Swap Agreement is in effect with respect to the Series 2013 Variable Rate Bonds, the Interest Requirement shall be calculated in accordance with Section 206(A)(1) of the General Ordinance.

"Investor Representations Letter" means a letter in the form typically provided by an Accredited Investor or a Qualified Institutional Buyer in connection with the purchase of Series 2013 Variable Rate Bonds (or Subseries thereof), with such terms as approved by an Authorized Officer and Bond Counsel.

"Letter of Credit" means, if any, a Credit Support Instrument in the form of an irrevocable direct pay letter of credit providing for the payment of principal and purchase price of and interest on the Series 2013 Variable Rate Bonds (or Subseries thereof) issued by the Bank to the Trustee contemporaneously with the delivery of such Series 2013 Variable Rate Bonds, or any extensions of such letter of credit, provided that upon the issuance and delivery of an Alternate Letter of Credit in accordance with Section 311 hereof, "Letter of Credit" shall mean such Alternate Letter of Credit or any extension of such Alternate Letter of Credit. When more than one bank is acting in the capacity of the Bank, references herein to the Letter of Credit shall be deemed to refer to each such letter of credit issued by each such bank.

"Letter of Credit Cancellation Date" means as provided in Section 313(b) hereof.

"LIBOR Index" means, for any LIBOR Index Reset Date, the London interbank offered rate for U.S. dollar deposits for a one-month period, as reported, on the Reuters Screen LIBOR01 Page (or any successor), as of 11:00 a.m., London time, on the related Computation Date, or if any Computation Date is not a London Business Day, on the next preceding London Business Day; *provided* that if any such rate is not reported on a London Business Day, the term "LIBOR Index" shall mean the rate as determined by the City from another recognized source or interbank quotation.

"LIBOR Index Interest Period" means, while the Series 2013 Variable Rate Bonds (or the applicable Subseries thereof) bear interest at the LIBOR Index Rate, the period from (and including) the LIBOR Index Rate Conversion Date to (but not including) the next succeeding Interest Payment Date, and thereafter shall mean the period from (and including) each Interest Payment Date to (but excluding) the next succeeding Interest Payment Date (or, if sooner, to but excluding the last day of the LIBOR Index Rate Period).

"LIBOR Index Rate" means, for the Series 2013 Variable Rate Bonds (or Subseries thereof) bearing interest during a LIBOR Index Rate Period in Bank Purchase Mode, a per annum rate of interest equal to the sum of (i) the Applicable Spread plus (ii) the product of the LIBOR Index multiplied by the Applicable Factor. The foregoing notwithstanding, at no time shall the LIBOR Index Rate be higher than the Maximum Interest Rate.

"LIBOR Index Rate Conversion Date" means (a) the Adjustment Date on which the Series 2013 Variable Rate Bonds (or the applicable Subseries thereof) begin to bear interest at the LIBOR Index Rate or, (b) if the Series 2013 Variable Rate Bonds (or Subseries thereof) have previously borne interest at the LIBOR Index Rate during a LIBOR Index Rate Period then ending, the Special Mandatory Tender Date occurring at the end of the then ending LIBOR Index Rate Period for such Series 2013 Variable Rate Bonds.

"LIBOR Index Rate Period" means, with respect to the Series 2013 Variable Rate Bonds (or the applicable Subseries thereof), from and including a LIBOR Index Rate Conversion Date to but excluding the earlier of (i) the immediately succeeding Special Mandatory Tender Date; (ii) the Adjustment Date on which such Series 2013 Variable Rate Bonds (or the applicable Subseries thereof) begin to bear interest in an Interest Mode other than the Bank Purchase Mode, and (iii) the date on which such Series 2013 Variable Rate Bonds (or the applicable Subseries thereof) are paid in full.

"LIBOR Index Reset Date" means the first Business Day of each month.

"Liquidity Facility" means a Credit Support Instrument pursuant to which the Bank is obligated to provide funds for the purpose of purchasing Tendered Bonds, which Liquidity Facility may be in the form of a line of credit, standby bond purchase agreement, letter of credit, or other agreement or instrument as may be acceptable to the City. A Liquidity Facility does not include the Letter of Credit or any other letter of credit that provides for payment of principal of and interest on the Series 2013 Variable Rate Bonds (or Subseries thereof) in addition to payment of the Purchase Price of Tendered Bonds.

"Liquidity Facility Cancellation Date" means as provided in Section 313(b) hereof.

"Liquidity Facility Default" means (a) if the Bank providing a Liquidity Facility shall commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, or shall consent to any such relief or to the appointment of or taking possession by any such official in the involuntary case or other proceeding commenced against it, or shall make a general assignment for the benefit of creditors, or shall fail generally to pay its debts as they become due, or shall take any corporate action to authorize any of the foregoing; or (b) if any involuntary case or other proceeding shall be commenced against the Bank providing a Liquidity Facility seeking liquidation, reorganization or other relief with respect to it or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, and such involuntary case or other proceeding shall remain undismissed and unstayed for a period of sixty (60) days.

"Liquidity Substitution Date" means the day on which a Substitute Liquidity Facility becomes effective.

"London Business Day" means any day on which commercial banks are open for general business (including dealings in foreign exchange and foreign currency) in the City of London, United Kingdom.

"Maturity Date" means, with respect to Series 2013 Variable Rate Bonds (or the applicable Subseries thereof), the maturity date or dates established for such Series 2013 Variable Rate Bonds in the Series 2013 Determination Certificate or Mode Conversion Certificate, as applicable, and any other maturity date designated as such in connection with a Fixed Rate Conversion.

"Maximum Interest Rate" means (a) with respect to Series 2013 Variable Rate Bonds (or the applicable Subseries thereof) entitled to the benefit of a Liquidity Facility or Letter of Credit (other than Bank Bonds), the least of (i) eighteen percent (18%) per annum and (ii) the Interest Coverage Rate, and (b) with respect to Bank Bonds, eighteen percent (18%) per annum.

"Person" means an individual, corporation, firm, association, partnership, limited liability company, trust, or other legal entity or group of entities, including a governmental entity or any agency or political subdivision thereof.

"Pledge Agreement" means any pledge agreement among a Bank providing a Liquidity Facility, the City and the Trustee with respect to the custody and disposition of Bank Bonds or any other Series 2013 Variable Rate Bonds (or Subseries thereof) that have been purchased with funds provided by such Bank, as applicable.

"Purchase Date" means the date on which a Bank purchases Series 2013 Variable Rate Bonds (or a Subseries thereof) which either have not been remarketed upon the tender thereof or for which remarketing proceeds have not been received on the tender date prior to the times required hereunder for a draw on the Liquidity Facility or Letter of Credit, as the case may be.

"Purchaser" means, with respect to any Series 2013 Variable Rate Bonds (or the applicable Subseries thereof) during any Bank Purchase Rate Period, except as otherwise provided in the applicable Bank Purchase Rate Agreement, the Holder thereof if (i) there is a single Holder of all of such Series 2013 Variable Rate Bonds and (ii) such Series 2013 Variable Rate Bonds are not then held by DTC under its global Book Entry System. If there is more than one Holder of such Series 2013 Variable Rate Bonds, the term "Purchaser" means Holders owning a majority of the aggregate principal amount such Series 2013 Variable Rate Bonds (or the applicable Subseries thereof) then Outstanding. If such Series 2013 Variable Rate Bonds (or the applicable Subseries thereof) are then held by DTC under its global Book Entry System, the term "Purchaser" means the Beneficial Owner thereof if there is a single Beneficial Owner. If such Series 2013 Variable Rate Bonds (or the applicable Subseries thereof) are then held by DTC under its global Book Entry System and there is more than one Beneficial Owner thereof, the term "Purchaser" means Beneficial Owners who are the beneficial owners of a majority of the aggregate principal amount of such Series 2013 Variable Rate Bonds (or the applicable Subseries thereof) then Outstanding. The Purchaser, if any, shall be established in the Series 2013 Determination Certificate or Mode Conversion Certificate, as applicable.

"Purchaser Rate" has the meaning given to such term in each Bank Purchase Rate Agreement, as applicable. The foregoing notwithstanding, at no time shall the Purchaser Rate be higher than the Maximum Interest Rate.

"Qualified Institutional Buyer" means a "Qualified Institutional Buyer" as defined in Rule 144A under the Securities Act of 1933, as amended.

"Rate Change Date" means for each Rate Period (a) during any Daily Mode, each Business Day, (b) during any Weekly Mode, Wednesday, or such other day of the week designated as such by the Remarketing Agent from time to time, in accordance with the provisions of Section 303(c)(ii) hereof, (c) during each SIFMA Index Rate Period, each SIFMA Rate Reset Date, (d) during each LIBOR Index Rate Period, each LIBOR Index Reset Date, (e) during any Adjustable Long Mode, the Business Day(s) specified in the notice delivered to the Trustee in accordance with Section 501(b) or 502(b) hereof, (f) during any Flexible Mode, the Business Day(s) specified in the notice delivered to the Trustee in accordance with Section 303(d), 501(c) or 502(c) hereof, and (g) each Adjustment Date.

"Rate Determination Date" means for (a) each Rate Period during any Daily Mode, the Rate Change Date for such Rate Period, (b) each Rate Period during any Weekly Mode, Tuesday, or such other day of the week designated as such by the Remarketing Agent from time to time, in accordance with the provisions of Section 303(c)(ii) hereof, next preceding the Rate Change Date for such Rate Period (unless such day is not a Business Day, in which case the Rate Determination Date shall be the immediately preceding Business Day), and for the first Rate Period following a conversion to the Weekly Mode, the Rate Change Date for such Rate Period, (c) each Rate Period during a Bank Purchase Mode, the related Computation Date, (d) each Rate Period during any Adjustable Long Mode, the Business Day(s) specified in the notice delivered to the Trustee in accordance with Section 501(b) or Section 502(b) hereof, which Business Day(s) shall not be less than one calendar day nor more than 30 calendar days prior to the first day of such Rate Period, (e) each Rate Period during any Flexible Mode, the Rate Change Date for such Rate Period specified in the notice delivered to the Trustee in accordance with

Section 303(d), 501(c) or 502(b) hereof, (f) the Rate Period during a Fixed Mode, the date of the firm underwriting or purchase contract referred to in Section 503 hereof, (g) the Rate Period following a proposed Fixed Rate Conversion Date in the event of a failed conversion, such proposed Fixed Rate Conversion Date, (h) the Rate Period following a failed Interest Mode conversion pursuant to Section 501(f) hereof, the proposed Adjustment Date, and (i) each Adjustment Date.

"Rate Period" means, with respect to each Series 2013 Variable Rate Bond (or Subseries thereof), each period commencing on a Rate Change Date for such Series 2013 Variable Rate Bond to and including the day immediately preceding the immediately succeeding Rate Change Date for such Series 2013 Variable Rate Bond (or the Maturity Date or date of redemption thereof), during which period such Series 2013 Variable Rate Bond shall bear interest at one specific interest rate.

"Remarketing Agent" means the placement or remarketing agent at the time serving as such under the Remarketing Agreement. The initial Remarketing Agent, if any, shall be designated in the Series 2013 Determination Certificate in connection with the issuance of the Series 2013 Variable Rate Bonds (or any Subseries thereof) or in the Mode Conversion Certificate with respect to any subsequent change in the Interest Mode. There may be separate remarketing agents for separate Subseries. When more than one remarketing agent is acting in the capacity of Remarketing Agent, references herein to the Remarketing Agent shall be deemed to refer to each such remarketing agent.

"Remarketing Agreement" means the Remarketing Agreement between the City and the Remarketing Agent with respect to the Series 2013 Variable Rate Bonds (or the applicable Subseries thereof), as the same may be amended, supplemented or assigned from time to time, or any similar agreement as may be substituted therefor. When more than one remarketing agent is acting in the capacity of Remarketing Agent, references herein to the Remarketing Agreement shall be deemed to refer to each such remarketing agreement between the City and each such remarketing agent.

"Short Mode" means a Flexible Mode, a Daily Mode, a Weekly Mode or a Bank Purchase Mode.

"Short Rate" means a Flexible Rate, a Daily Rate, a Weekly Rate or a Bank Purchase Rate.

"SIFMA" means the Securities Industry and Financial Markets Association (formerly the Bond Market Association), and any successors thereto.

"SIFMA Swap Index" means the Securities Industry and Financial Markets Association Municipal Swap Index as of the most recent date for which such index was published or such other weekly, high-grade index comprised of seven-day, tax-exempt variable rate demand notes produced by Municipal Market Data, Inc., or its successor, or as otherwise designated by the Securities Industry and Financial Markets Association; *provided, however*, that, if such index is no longer produced by Municipal Market Data, Inc. or its successor, then "SIFMA Swap Index" shall mean the S&P Weekly High Grade Index (formerly the J.J. Kenny Index) as generally

made available by Standard & Poor's Securities Evaluations Inc., and if the S&P Weekly High Grade Index is no longer provided by Standard & Poor's Securities Evaluations Inc. or its successor, then such other reasonably comparable index selected by the City.

"SIFMA Index" means, for any SIFMA Rate Reset Date, the SIFMA Swap Index on the related Computation Date or as of the most recent date for which such index was published.

"SIFMA Index Interest Period" means, while the Series 2013 Variable Rate Bonds (or Subseries thereof) bear interest at the SIFMA Index Rate, the period from (and including) the related SIFMA Index Rate Conversion Date to (but excluding) the first Thursday thereafter, and thereafter shall mean the period from (and including) Thursday of each week to (but excluding) Thursday of the following week (or, if sooner, to but excluding the last day of the SIFMA Index Rate Period).

"SIFMA Index Rate" means, for the Series 2013 Variable Rate Bonds (or Subseries thereof) bearing interest during a SIFMA Index Interest Period in Bank Purchase Mode, a per annum rate of interest equal to the sum of (i) the Applicable Spread and (ii) the SIFMA Index for such SIFMA Index Interest Period. The foregoing notwithstanding, at no time shall the SIFMA Index Rate be higher than the Maximum Interest Rate.

"SIFMA Index Rate Conversion Date" means, with respect to the Series 2013 Variable Rate Bonds (or Subseries thereof), (a) the Adjustment Date on which such Series 2013 Variable Rate Bonds begin to bear interest at the SIFMA Index Rate or, (b) if such Series 2013 Variable Rate Bonds have previously borne interest at the SIFMA Index Rate during a SIFMA Index Rate Period then ending, the Special Mandatory Tender Date occurring at the end of the then ending SIFMA Index Rate Period.

"SIFMA Index Rate Period" means, with respect to the Series 2013 Variable Rate Bonds (or Subseries thereof) bearing interest at the SIFMA Interest Rate, each period from and including a SIFMA Index Rate Conversion Date to but excluding the earlier of (i) the immediately succeeding Special Mandatory Tender Date, (ii) the Adjustment Date on which such Series 2013 Variable Rate Bonds begin to bear interest in a different Interest Mode, and (iii) the date on which such Series 2013 Variable Rate Bonds are redeemed or otherwise paid in full.

"SIFMA Rate Reset Date" means Thursday of each week or such other day of the week as agreed to by the City and the Purchaser.

"Special Default" means, when a Liquidity Facility is in effect, each "default" or "event of default," if any, under the Bank Agreement, the consequence of which is the obligation of the Bank to provide funds for the purchase of Tendered Bonds thereunder is either suspended or terminated without prior notice to the City, the Trustee or the Holders.

"Special Mandatory Tender Date" means (i) the date designated by the City pursuant to Section 501(c) hereof and (ii) the fifth (5th) Business Day after receipt by the Trustee of notice of a Bank Purchase Rate Agreement Event of Default from the Purchaser and directing the

Trustee to cause a mandatory tender of the Series 2013 Variable Rate Bonds (or the applicable Subseries thereof) pursuant to Section 407 hereof.

"Stated Termination Date" means the stated date upon which the Credit Support Instrument under a Bank Agreement by its term expires, as the same may be extended from time to time.

"Subseries" means a distinct portion of the Series 2013 Variable Rate Bonds with an Interest Mode distinguished by numerical designation designated by the City and by a distinctive CUSIP number reflecting either different Rate Periods, credit providers, liquidity providers, purchasers, remarketing agents, Adjustment Dates, or Rate Change Dates or any combination thereof, as applicable.

"Substitute Adjustment Date" means (i) any Business Day during any Adjustment Period for Bank Bonds, and (ii) any Business Day for any Series 2013 Variable Rate Bonds (or Subseries thereof) in an Adjustable Long Mode on which such Series 2013 Variable Rate Bonds can be optionally redeemed at a price of par plus accrued interest, as established in the Series 2013 Determination Certificate or Mode Conversion Certificate, as applicable (this date is the first day of a new Adjustment Period).

"Substitute Bank" means (a) one or more commercial banks, trust companies or financial institutions selected by the City and obligated under any Substitute Bank Agreement, or (b) the City if the requirements of this 2013 Series Ordinance are met.

"Substitute Bank Agreement" means any agreement (other than the initial Bank Agreement) of any Substitute Bank as it may from time to time be amended or supplemented, pursuant to which a Substitute Credit Support Instrument shall be in effect.

"Substitute Credit Support Instrument" means a Liquidity Facility or Letter of Credit, as applicable, provided by a Bank substitute other than the Bank providing the Liquidity Facility or Letter of Credit, as applicable, in effect on or prior to the Substitution Date; *provided, however*, that none of the following shall be deemed a Substitute Credit Support Instrument: a change in the Bank Agreement pursuant to which such Liquidity Facility or Letter of Credit is issued; a change in the number of days of interest or interest rate covered by such Liquidity Facility or Letter of Credit; and a renewal or extension of the existing Liquidity Facility or Letter of Credit.

"Substitution Date" means the day on which a Substitute Credit Support Instrument becomes effective pursuant to Sections 310 and 312 hereof.

"Substitute Liquidity Facility" means a Liquidity Facility provided by a Substitute Bank; *provided, however*, that none of the following shall be deemed a Substitute Liquidity Facility: a change in the Bank Agreement pursuant to which the Liquidity Facility is issued; a change in the number of days of interest or interest rate covered by the Liquidity Facility; and a renewal of the existing Liquidity Facility.

"Tendered Bonds" means any Series 2013 Variable Rate Bonds (or Subseries thereof) which have been mandatorily or optionally tendered pursuant to any of Sections 401 through 407 hereof.

"Trustee's Agent" means any agent designated as Trustee's Agent by the Trustee and at the time serving in that capacity pursuant to Section 308 hereof. Any agent so designated by the Trustee shall execute a written agreement with the Trustee assuming all obligations of the Trustee hereunder and shall agree to be governed in all respects as provided in this 2013 Series Ordinance. To the extent that a Trustee's Agent is so designated, it shall be deemed to be a "Paying Agent" for purposes of the General Ordinance. While the Series 2013 Bonds are held by a Securities Depository, references herein to the Trustee's Agent shall be deemed to be references to the Trustee.

"Unremarketed Bonds" means any Series 2013 Variable Rate Bonds (or Subseries thereof) which, on the applicable Special Mandatory Tender Date, have not been successfully converted to another Interest Mode or remarketed to a Person other than the Purchaser.

"Weekly Mode" means any Adjustment Period during which Rate Determination Dates and Rate Change Dates occur on a weekly basis as set forth in Section 303(c) hereof, and, except as provided in Section 410(e) hereof, during which the Series 2013 Variable Rate Bonds (or Subseries thereof) which bear interest during such Adjustment Period bear interest at the Weekly Rate.

"Weekly Rate" means, for each Rate Period within a Weekly Mode applicable to a Series 2013 Variable Rate Bond (or Subseries thereof), a fixed per annum interest rate borne by such Series 2013 Variable Rate Bond, established pursuant to Section 303(c), 501(c) or 502(b) hereof equal to the lowest interest rate which, in the judgment of the Remarketing Agent, would enable such Series 2013 Variable Rate Bond to be remarketed at a price equal to the principal amount thereof, plus accrued interest thereon, if any, on the Rate Change Date for such Rate Period.

Section 303. Interest on Series 2013 Variable Rate Bonds.

(a) *General.* The Series 2013 Variable Rate Bonds shall bear interest from and including the Date of Issuance until payment of the principal or Redemption Price thereof shall have been made or provided for in accordance with the provisions hereof, whether at the Maturity Date, upon redemption or otherwise. Interest accrued on the Series 2013 Variable Rate Bonds during each Rate Period shall be paid in arrears on each Interest Payment Date except for Bank Purchase Mode. Interest on the Series 2013 Variable Rate Bonds shall be computed (i) during any Short Mode (except for the Bank Purchase Mode) upon the basis of a 365 or 366-day year, as applicable, for the number of days actually elapsed, (ii) during any Adjustable Long Mode or during a Fixed Mode, upon the basis of a 360-day year consisting of twelve 30-day months, (iii) during any Bank Purchase Mode, upon the basis of a 360-day year consisting of twelve 30-day months, and (iv) with respect to Bank Bonds, upon the basis of a 365 or 366-day year, as applicable, and the actual number of days elapsed. The Series 2013 Variable Rate Bonds shall initially bear interest for the period from the Date of Issuance to the end of the first Rate Period designated in the Series 2013 Determination Certificate at the interest rate

established in the Series 2013 Determination Certificate (the "**Initial Rate**"). Thereafter, the Series 2013 Variable Rate Bonds shall bear at an interest rate or interest rates for one or more Interest Modes as established in the Series 2013 Determination Certificate or Mode Conversion Certificate, as applicable, for the Interest Periods following the initial Interest Period until and unless any portion thereof is converted to a different Interest Mode as provided in Section 501, 502, 503 or 504 hereof. Each Bank Bond shall bear interest at the applicable Bank Rate. Notwithstanding any other provision herein to the contrary, at no time shall the Series 2013 Variable Rate Bonds (including Bank Bonds) bear interest at a rate higher than the Maximum Interest Rate. No Rate Period shall be established during an Adjustable Long Mode or a Flexible Mode for any Series 2013 Variable Rate Bonds which extends beyond the Business Day preceding the Stated Termination Date. The determination of the Remarketing Agent as to the rate or rates on the Series 2013 Variable Rate Bonds shall be binding and conclusive on all Holders, the Trustee and the City.

(b) *Daily Mode.* Series 2013 Variable Rate Bonds in the Daily Mode shall bear interest beginning on the Rate Change Date at the Daily Rate (which rate shall be the same for all Series 2013 Variable Rate Bonds in the Daily Mode) determined on the Rate Determination Date in the following manner for each such Rate Period. No later than 9:00 a.m., Chicago time, on the Rate Determination Date for each such Rate Period, the Remarketing Agent will determine, and is required to give telephonic or electronic notice (confirmed by telecopy or electronic mail) to the Trustee of, the Daily Rate. Except on an Adjustment Date, in which event the provisions of Section 501(f) hereof shall apply, in the event that the Daily Rate is not determined by the Remarketing Agent, the rate of interest borne by the Series 2013 Variable Rate Bonds bearing interest at a Daily Rate shall be equal to the rate in effect for the immediately preceding Rate Period for which a rate has been set and if the Daily Rate is not determined for two consecutive weeks, the rate shall be equal to 110% of the SIFMA Swap Index, in each case until the Remarketing Agent next determines the Daily Rate as required hereunder.

(c) *Weekly Mode.*

(i) For each Rate Period during any Weekly Mode, Series 2013 Variable Rate Bonds in such Interest Mode shall bear interest beginning on the Rate Change Date at the Weekly Rate (which rate shall be the same for all Series 2013 Variable Rate Bonds in the Weekly Mode) determined on the Rate Determination Date in the following manner for each such Rate Period. No later than 3:00 p.m., Chicago time, on the Rate Determination Date for each such Rate Period, the Remarketing Agent will determine the Weekly Rate and will give telephonic or electronic notice (confirmed by telecopy or electronic mail) to the Trustee of the Weekly Rate by 1:00 p.m., Chicago time, on such Rate Determination Date. Except on an Adjustment Date, in which event the provisions of Section 501(f) hereof shall apply, in the event that the Weekly Rate is not determined by the Remarketing Agent on a Rate Determination Date, the rate of interest borne by the Series 2013 Variable Rate Bonds bearing interest at a Weekly Rate shall be equal to the rate in effect for the immediately preceding Rate Period for which a rate has been set and if the Weekly Rate is not determined for two consecutive weeks, the rate shall be equal to 110% of the SIFMA Swap Index, in each case until the Remarketing Agent next determines the Weekly Rate as required hereunder.

(ii) If at any time the Remarketing Agent shall determine that, in its judgment, the scheduled Rate Determination Dates or Rate Change Dates during a Weekly Mode have become inappropriate (taking into account general market practice with respect to periodic adjustment of rates on instruments comparable to the Series 2013 Variable Rate Bonds bearing interest at the Weekly Rate, whether based upon the time of compilation or reporting of any interest rate or financial index or indicator or otherwise), the Remarketing Agent may, after consultation with the City, designate new scheduled Rate Determination Dates and/or Rate Change Dates, to remain in effect until another redetermination of scheduled Rate Determination Dates or Rate Change Dates in accordance with this subparagraph. The Remarketing Agent shall give written notice of any change in scheduled Rate Determination Dates and/or Rate Change Dates during a Weekly Mode to the City, the Trustee, the Trustee's Agent, if any, and the Bank and such change shall become effective on the first scheduled Rate Determination Date or Rate Change Date, as the case may be, so designated occurring not less than 14 days following the giving of such notice. Promptly upon receipt of such notice, the Trustee shall notify or cause the Remarketing Agent to notify each affected Holder of such change in writing. Notwithstanding the foregoing, no such change shall be effective with respect to the Series 2013 Variable Rate Bonds without an Opinion of Bond Counsel to the effect that any such change will not adversely affect the exclusion from gross income for federal income tax purposes to which interest on the Series 2013 Bonds would otherwise be entitled.

(d) Flexible Mode.

(i) For each Rate Period during any Flexible Mode, each Series 2013 Variable Rate Bond which will bear interest at a Flexible Rate for such Rate Period shall bear interest beginning on the Rate Change Date at the Flexible Rate, which rate shall be the same for all Series 2013 Variable Rate Bonds in the Flexible Mode and having a Rate Period of the same duration with the same beginning and ending dates, determined on the Rate Determination Date in the following manner for each such Rate Period. No later than 11:00 a.m., Chicago time, on the Rate Determination Date for a Series 2013 Variable Rate Bond bearing interest at the Flexible Rate, the Remarketing Agent will determine, and is required to give telecopy or electronic notice to the Trustee of, (a) the duration of the Rate Period for such Series 2013 Variable Rate Bond by specifying the succeeding Rate Change Date (which shall also be the succeeding Rate Determination Date) for such Series 2013 Variable Rate Bond which Rate Change Date shall be no later than the Business Day prior to the Stated Termination Date of any related Credit Support Instrument, if a Liquidity Facility or Letter of Credit is required to be in place, and (b) the Flexible Rate applicable to such Series 2013 Variable Rate Bond bearing interest at the Flexible Rate during such Rate Period. The last day of such Rate Period must be a Business Day and the day next succeeding such Business Day must also be a Business Day. Except on an Adjustment Date, in which event the provisions of Section 501(f) hereof shall apply, in the event that the Flexible Rate for any Series 2013 Variable Rate Bond is not determined by the Remarketing Agent on any Rate Determination Date, such Series 2013 Variable Rate Bond shall bear interest at a Flexible Rate equal to the SIFMA Swap Index for a Rate Period of seven days until the Remarketing Agent next determines the Flexible Rate, as required hereunder.

(ii) The Remarketing Agent shall determine the duration of Rate Periods during a Flexible Mode as will, in the judgment of the Remarketing Agent, result in the lowest aggregate cost being payable by the City with respect to the Series 2013 Variable Rate Bonds bearing interest at Flexible Rates, taking into account interest and any other determinable fees and expenses. The Remarketing Agent may establish different Rate Periods on the same Rate Change Date for Series 2013 Variable Rate Bonds in the Flexible Mode in order to achieve an average duration of Rate Periods that, in the judgment of the Remarketing Agent, is most likely to achieve the lowest total aggregate cost being payable by the City with respect to such Series 2013 Variable Rate Bonds, taking into account interest and any other determinable fees and expenses. The Remarketing Agent's determination shall be based upon the market for, and the relative yields of, the Series 2013 Variable Rate Bonds and other securities that bear interest at a variable rate or at fixed rates that, in the judgment of the Remarketing Agent, are otherwise comparable to the Series 2013 Variable Rate Bonds, or any fact or circumstance relating to the Series 2013 Variable Rate Bonds, affecting the market for the Series 2013 Variable Rate Bonds or affecting such other comparable securities in a manner that, in the judgment of the Remarketing Agent, will affect the market for the Series 2013 Variable Rate Bonds. The Remarketing Agent's determination shall be conclusive and binding upon all parties. Except on an Adjustment Date, in which event the provisions of Section 501(f) hereof shall apply, in the event that the Rate Period for any Series 2013 Variable Rate Bond in a Flexible Mode is not determined by the Remarketing Agent as provided in this paragraph, the Rate Period for such Series 2013 Variable Rate Bond shall be a Rate Period of seven days.

(e) Adjustable Long Mode.

(i) For each Rate Period during any Adjustable Long Mode, each Series 2013 Variable Rate Bond which will bear interest at an Adjustable Long Rate for such Rate Period shall bear interest beginning on the Rate Change Date at the Adjustable Long Rate (which rate shall be the same for all Series 2013 Variable Rate Bonds in the Adjustable Long Mode and having a Rate Period of the same duration with identical beginning and ending dates) determined on the Rate Determination Date in the following manner for such Rate Period. No later than 10:00 a.m., Chicago time, on the Rate Determination Date for each Rate Period during an Adjustable Long Mode applicable to a specific Series 2013 Variable Rate Bond, the Remarketing Agent will determine a fixed per annum interest rate to be borne by such Series 2013 Variable Rate Bond for such Rate Period and is required to give telephonic or electronic notice (confirmed by telecopy or electronic mail) to the Trustee of the Adjustable Long Rate. Except on an Adjustment Date, in which event the provisions of Section 501(f) shall apply, if the Remarketing Agent shall fail to determine an Adjustable Long Rate on a Rate Determination Date for a Rate Period within an Adjustable Long Mode, the Series 2013 Variable Rate Bonds in an Adjustable Long Mode shall automatically convert to a Rate Period of 367 days and shall bear interest at an Adjustable Long Rate equal to 90 percent of the interest rate on United States Treasury obligations with a maturity of one year.

(ii) The Remarketing Agent, upon the request of the City, shall determine the duration of Rate Periods during an Adjustable Long Mode as will, in the judgment of the Remarketing Agent, result in the lowest aggregate cost being payable by the City with respect to the Series 2013 Variable Rate Bonds bearing interest at Adjustable Long Rates, taking into account interest and any other determinable fees and expenses. The Remarketing Agent may establish different Rate Periods on the same Rate Change Date for Series 2013 Variable Rate Bonds in an Adjustable Long Mode in order to achieve an average duration of Rate Periods that, in the judgment of the Remarketing Agent, is most likely to achieve the lowest total aggregate cost being payable by the City with respect to such Series 2013 Variable Rate Bonds, taking into account interest and any other determinable fees and expenses. The Remarketing Agent's determination will be based upon the market for and the relative yields of the Series 2013 Variable Rate Bonds and other securities that bear interest at a variable rate or at fixed rates that, in the judgment of the Remarketing Agent, are otherwise comparable to the Series 2013 Variable Rate Bonds, or any fact or circumstance relating to the Series 2013 Variable Rate Bonds, affecting the market for the Series 2013 Variable Rate Bonds or affecting such other comparable securities in a manner that, in the judgment of the Remarketing Agent, will affect the market for the Series 2013 Variable Rate Bonds. The Remarketing Agent's determination will be conclusive and binding upon all parties. Except on an Adjustment Date, in which event the provisions of Section 501(f) hereof shall apply, in the event that the Rate Period for any Series 2013 Variable Rate Bond in an Adjustable Long Mode is not determined by the Remarketing Agent as provided in this clause (ii), the Rate Period for such Series 2013 Variable Rate Bond will be a 367-day Rate Period.

(f) Fixed Mode. From and after the Fixed Rate Conversion Date for a Series 2013 Variable Rate Bond, such Series 2013 Variable Rate Bond shall bear interest at the Fixed Rate with respect thereto established as provided in Section 503 hereof.

(g) Bank Purchase Mode. For each Bank Purchase Rate Period, each Series 2013 Variable Rate Bond (or Subseries thereof) in the Bank Purchase Mode shall bear interest beginning on the Rate Change Date at the Bank Purchase Rate specified in the applicable Bank Purchase Rate Agreement. At any time during each such Bank Purchase Rate Period, the City, with the written consent of the related Purchaser, may elect that such Series 2013 Variable Rate Bonds bear interest at a new Bank Purchase Rate; *provided, however*, that a conversion from a LIBOR Index Rate to a SIFMA Index Rate cannot occur within any respective Bank Purchase Rate Period and any such change shall occur only on the effective date of a new Bank Purchase Rate Period. The effective date of the new Bank Purchase Rate must be a day that would otherwise be an Interest Payment Date and is subject to any conditions set forth in the related Bank Purchase Rate Agreement. The City shall give the Trustee notice of any new Bank Purchase Rate at least 30 days prior to the effective date of the new Bank Purchase Rate.

(i) SIFMA Index Rate. During each SIFMA Index Rate Period during a Bank Purchase Mode for the Series 2013 Variable Rate Bonds, such Series 2013 Variable Rate Bonds shall bear interest at the SIFMA Index Rate. The Calculation Agent for such Series 2013 Variable Rate Bonds shall determine the applicable SIFMA Index Rate on each Computation Date during the SIFMA Index Rate Period, and such rate shall

become effective on the SIFMA Rate Reset Date following such Computation Date, commencing on and including the first day of the applicable SIFMA Index Interest Period to but excluding the last day of such SIFMA Index Interest Period. The SIFMA Index Rate shall be rounded upwards to the nearest two decimal places. Promptly following the determination of the SIFMA Index Rate, the Calculation Agent shall give notice thereof by fax or electronic mail by 3:00 p.m., Chicago time, to the Trustee and the Remarketing Agent, if applicable. If the SIFMA Index Rate for such Series 2013 Variable Rate Bonds is not determined by the applicable Calculation Agent, the rate of interest borne by the applicable Subseries shall be the rate in effect for the immediately preceding Rate Period until the Calculation Agent next determines the SIFMA Index Rate as required hereunder.

(ii) LIBOR Index Rate. During each LIBOR Index Rate Period during a Bank Purchase Mode for the Series 2013 Variable Rate Bonds, such Series 2013 Variable Rate Bonds shall bear interest at the LIBOR Index Rate. The Calculation Agent for such Series 2013 Variable Rate Bonds shall determine the LIBOR Index Rate on each Computation Date during the LIBOR Index Rate Period, and such rate shall become effective on the LIBOR Index Reset Date following the Computation Date, commencing on and including the first day of the applicable LIBOR Index Interest Period to but excluding the last day of such LIBOR Index Interest Period. The LIBOR Index Rate shall be rounded upwards to the nearest three decimal places. Promptly following the determination of the LIBOR Index Rate, the Calculation Agent shall give notice thereof by fax or electronic mail to the Trustee and Remarketing Agent, if applicable. If the LIBOR Index Rate for such Series 2013 Variable Rate Bonds is not determined by the applicable Calculation Agent, the rate of interest borne by the applicable Subseries shall be the rate in effect for the immediately preceding Rate Period until the Calculation Agent next determines the LIBOR Index Rate as required hereunder.

(iii) Certain Payments Not Interest. Under the Bank Purchase Rate Agreement in effect during the Bank Purchase Mode, the City may be required to make payments to the Purchaser of the Series 2013 Variable Rate Bonds under certain circumstances. Such payments by the City are intended to be fees of the Purchaser or reimbursement of Purchaser costs or expenses and shall not be treated as payments of interest or premium on the related Series 2013 Variable Rate Bonds. Any such fees shall not exceed 1.5% per annum.

(iv) Interest on Unremarketed Bonds. Unless otherwise bearing interest at the Default Rate, each Unremarketed Bond shall bear interest for each day it is an Unremarketed Bond at the Purchaser Rate for such day.

(v) Default Rate; Taxable Rate. From and after the occurrence of a Bank Purchase Rate Agreement Event of Default, the interest for the Series 2013 Variable Rate Bonds bearing interest at a Bank Purchase Rate and for Unremarketed Bonds bearing interest at the Purchaser Rate shall be equal to the greater of (i) the Default Rate and (ii) the interest rate that otherwise would be applicable to such Series 2013 Variable Rate Bonds but for the provisions of this paragraph, as determined by the Calculation Agent. During any period for which interest on the Series 2013 Variable Rate Bonds of

a Subseries is includable in the gross income of the Purchaser thereof pursuant to the applicable Bank Purchase Rate Agreement, the interest for Series 2013 Variable Rate Bonds bearing interest at a Bank Purchase Rate or for any Unremarketed Bonds shall be as set forth in such Bank Purchase Rate Agreement.

(vi) Excess Interest. Notwithstanding anything in this 2013 Series Ordinance to the contrary, if during a Bank Purchase Rate Period the rate of interest on the applicable Series 2013 Variable Rate Bonds (or Subseries thereof) as calculated pursuant to the terms of an applicable Bank Purchase Rate Agreement exceeds the Maximum Rate for such Series 2013 Variable Rate Bonds, as determined by the Calculation Agent, then (i) such Series 2013 Variable Rate Bonds shall bear interest at the Maximum Rate and (ii) interest on such Series 2013 Variable Rate Bonds calculated at the rate equal to the difference between (A) the rate of interest for such Series 2013 Variable Rate Bonds as calculated pursuant to the applicable Bank Purchase Rate Agreement and (B) the Maximum Rate (the "Excess Interest") shall be deferred until such date as the rate of interest borne by such Series 2013 Variable Rate Bonds as calculated pursuant to this Section 303(g) is below the Maximum Rate, at which time Excess Interest shall be payable with respect to such Series 2013 Variable Rate Bonds, provided that at no time shall the interest payable on such Series 2013 Variable Rate Bonds, including any Excess Interest paid thereon, exceed interest calculated at the Maximum Rate. Payments of deferred Excess Interest shall no longer be due and payable upon the earliest to occur of (i) the date on which such Series 2013 Variable Rate Bonds are no longer Outstanding, (ii) the date such Series 2013 Variable Rate Bonds are tendered for purchase in accordance with Section 407 hereof and are so paid (without regard for the payment of any deferred Excess Interest) or (iii) the date of maturity or redemption for such Series 2013 Variable Rate Bonds.

(h) Information for Holders. The Trustee shall provide to any Holder of Series 2013 Variable Rate Bonds (unless the Series 2013 Variable Rate Bonds are then in a Book Entry System), upon the written request of such Holder, information regarding the Adjustment Periods, Rate Periods, Interest Payment Dates, optional redemption provisions and interest rate or rates applicable to such Holder's Series 2013 Variable Rate Bonds.

(i) Notices to City. The Remarketing Agent shall provide to the City and the Trustee notice of all determinations made by the Remarketing Agent pursuant to this 2013 Series Ordinance, including, but not limited to, interest rate determinations and duration of Rate Periods, on a timely basis.

Section 304. Required Information in Bond Form.

(a) On each date on which the Trustee or the Trustee's Agent authenticates and delivers a Series 2013 Variable Rate Bond, it shall complete the information required to be inserted by the form of the Series 2013 Variable Rate Bonds in Section 701 hereof and shall keep a record of such information.

(b) On each date on which the Trustee or the Trustee's Agent authenticates and delivers a Series 2013 Variable Rate Bond during a Flexible Mode or an Adjustable Long Mode

applicable to such Series 2013 Variable Rate Bond, the Trustee or Trustee's Agent shall attach to each such Series 2013 Variable Rate Bond a copy of the Notice of Rate Period in substantially the form set forth in the form of the Series 2013 Variable Rate Bonds in Section 701 hereof for the purpose of maintaining an accurate record of the terms and provisions of the Adjustment Period then applicable to such Series 2013 Variable Rate Bond.

(c) On each date on which the Trustee authenticates and delivers Series 2013 Variable Rate Bonds bearing interest at a Fixed Rate from and after the Fixed Rate Conversion Date applicable to such Series 2013 Variable Rate Bonds, the Trustee shall issue Series 2013 Variable Rate Bonds with such information as is required pursuant to Section 503 hereof.

Section 305. Establishment of Series 2013 Variable Rate Bond Purchase Fund.

The Trustee shall establish and maintain (but shall not have a lien on as part of the trust estate created by the General Ordinance), as long as any Series 2013 Variable Rate Bonds are Outstanding which have not been converted to a Fixed Rate, a separate fund to be known as the "Series 2013 Variable Rate Bond Purchase Fund" (the "**Bond Purchase Fund**"). There shall be deposited into the Bond Purchase Fund from time to time the following:

(i) the moneys received upon the remarketing of Tendered Bonds to any person pursuant to the Remarketing Agreement (other than Tendered Bonds sold to the City);

(ii) the moneys received from the purchasers (other than the City) of Tendered Bonds upon the conversion of the interest rate thereon to a Fixed Rate;

(iii) the moneys obtained by the Trustee pursuant to the Letter of Credit or Liquidity Facility, if any, then in effect to be applied to pay the Purchase Price of Tendered Bonds; and

(iv) at the sole option of the City, in its sole discretion, any other moneys furnished by the City to the extent that moneys obtained pursuant to (i), (ii) or (iii) above are insufficient on any date to pay the Purchase Price of Tendered Bonds, *provided however*, that the conditions of Section 412(b) hereof are satisfied.

Moneys in the Bond Purchase Fund shall not be commingled with any other moneys, and shall be held in trust exclusively for the payment of the Purchase Price of Tendered Bonds; *provided, however*, that under no circumstances shall proceeds of a purchase made pursuant to the Liquidity Facility or proceeds of a drawing on a Letter of Credit be used to purchase Bank Bonds or Fixed Rate Bonds. Moneys obtained by the Trustee pursuant to the Liquidity Facility or Letter of Credit in excess of the amount needed for the payment of the Purchase Price of Tendered Bonds shall be promptly paid to the Bank. Moneys on deposit in the Bond Purchase Fund (other than moneys derived from the Liquidity Facility or Letter of Credit, which shall not be invested) shall be invested only in Government Obligations with a term not exceeding the earlier of 30 days from the date of investment of such moneys or the date or dates that moneys therefrom are required. Amounts held to pay the Purchase Price after the date for such purchase shall be applied in the same manner as provided under Section 205 with respect to unclaimed

payments of principal and interest; provided that excess moneys (i.e., moneys derived from the Liquidity Facility or Letter of Credit and not required by the Trustee to pay the Purchase Price of Tendered Bonds) derived from the Liquidity Facility or Letter of Credit shall be repaid to the Bank promptly in accordance with the terms of the Bank Agreement.

Section 306. Remarketing Agent.

The City shall designate the Remarketing Agent in the Series 2013 Determination Certificate or Mode Conversion Certificate, as applicable, for the purpose of determining the interest rate on the Series 2013 Variable Rate Bonds, subject to the conditions set forth in Section 307 hereof, and for the purpose of remarketing the Series 2013 Variable Rate Bonds as provided herein. The Remarketing Agent shall designate to the Trustee its Delivery Office and signify its acceptance of the duties and obligations imposed upon it hereunder by written instruments of acceptance delivered to the City and the Trustee. The Remarketing Agent shall at all times be acceptable to the Bank providing a Liquidity Facility or Letter of Credit, as applicable.

Section 307. Qualifications of Remarketing Agent.

The Remarketing Agent shall be (i) a member of the Financial Industry Regulatory Authority, having a capitalization of at least \$1,000,000, and (ii) authorized by law to perform all the duties imposed upon it by this 2013 Series Ordinance and the Remarketing Agreement.

The Remarketing Agent may resign on 60 days notice to the City, the Trustee and the Bank, such resignation to become effective on the earlier of the date set forth in the notice or the date the City appoints a successor. While any Series 2013 Variable Rate Bonds are Outstanding (other than at a Fixed Rate), the Remarketing Agent may not be removed until a successor shall have been appointed pursuant to this 2013 Series Ordinance. In the event of the resignation or removal of the Remarketing Agent, the Remarketing Agent shall pay over, assign and deliver any moneys and Series 2013 Variable Rate Bonds held by it in such capacity to its successor or, if there be no successor, to the Trustee. The Bank shall be given Immediate Notice of the resignation or removal of the Remarketing Agent and the appointment of any successor.

Section 308. Trustee's Agent.

Until such time as the Series 2013 Variable Rate Bonds have been converted to bear interest at a Fixed Rate, the Trustee, with the City's written consent, shall have the right to appoint a Trustee's Agent with the power to act on the Trustee's behalf and subject to its direction in the authentication and delivery of the Series 2013 Variable Rate Bonds, payment of the Series 2013 Variable Rate Bonds, provision of notice of interest rates on Series 2013 Variable Rate Bonds to Holders and in connection with transfers, exchanges, tenders and purchases thereof, as fully to all intents and purposes as though the Trustee's Agent had been expressly authorized hereunder to authenticate, deliver, pay, transfer and exchange Series 2013 Variable Rate Bonds, provide notice of interest rates to Holders of Series 2013 Variable Rate Bonds, receive tender notices, tender Series 2013 Variable Rate Bonds to the Bank for purchase under the Letter of Credit or Liquidity Facility, as applicable, purchase tendered Series 2013 Variable Rate Bonds and make payments on the Series 2013 Variable Rate Bonds. The Trustee's Agent

shall perform such functions subject to the terms and conditions expressed in Article VIII of the General Ordinance. The foregoing notwithstanding, the Trustee's Agent shall not be answerable for other than its negligence, default or willful misconduct and the Trustee's Agent shall not be deemed to have notice of any Event of Default hereunder unless notified by the Trustee. For all purposes, any such Trustee's Agent shall be deemed to be acting solely as the agent of the Trustee and the authentication, delivery, transfer or exchange of Series 2013 Variable Rate Bonds, provision of notice of interest rates to Holders of Series 2013 Variable Rate Bonds, receipt of tender notices, tender of Series 2013 Variable Rate Bonds to the Bank for purchase under the Letter of Credit or Liquidity Facility, as applicable, purchase of tendered Series 2013 Variable Rate Bonds and payment of Series 2013 Variable Rate Bonds by the Trustee's Agent pursuant to this Section shall be deemed to be the authentication, delivery, transfer or exchange of Series 2013 Variable Rate Bonds, provision of notice of interest rates to Holders of Series 2013 Variable Rate Bonds, receipt of tender notices, tender of Series 2013 Variable Rate Bonds to the Bank for purchase under the Letter of Credit or Liquidity Facility, as applicable, purchase of tendered Series 2013 Variable Rate Bonds and payment of Series 2013 Variable Rate Bonds by the Trustee. The Trustee's Agent may act as Bond Registrar for any Series 2013 Variable Rate Bond prior to the Fixed Rate Conversion Date.

The Trustee's Agent shall at all times be a bank or trust company having a corporate trust office in the City of New York, New York (or having an agent with such a corporate trust office) and shall at all times be an institution organized and doing business under the laws of the United States of America or of any state, authorized under such laws to exercise corporate trust powers and subject to supervision or examination by federal or state authorities and either (a) having, together with its parent bank or trust company, a reported combined capital and surplus of at least \$5,000,000 or (b) affiliated with and indemnified by the Trustee. If such institution publishes reports of condition at least annually pursuant to law or the requirements of such authorities, then for the purposes of this Section the combined capital and surplus of such institution shall be deemed to be its combined capital and surplus, as set forth in its most recent report of condition so published. The appointment of a Trustee's Agent under this Section shall be effective upon acceptance by the Trustee's Agent and shall continue until the Trustee making such appointment shall rescind such appointment or until the effective date of the resignation or removal of such Trustee. In addition, the Trustee's Agent may resign upon 60 days' prior written notice to the Trustee, the City, the Remarketing Agent and the Bank. The Trustee's Agent may act through an agent constituting a commercial bank or trust company.

If at any time there is no Trustee's Agent, all references to the Trustee's Agent herein and in the Series 2013 Variable Rate Bonds shall be deemed to refer to the Trustee.

Section 309. Payments of Principal and Interest on Series 2013 Variable Rate Bonds.

(a) The principal of and premium, if any, on Series 2013 Variable Rate Bonds bearing interest at a Short Rate or an Adjustable Long Rate shall be payable at the designated corporate trust office of the Trustee, upon presentation and surrender of such Series 2013 Variable Rate Bonds. The principal of and premium, if any, on Series 2013 Variable Rate Bonds bearing interest at a Fixed Rate shall be payable at the designated corporate trust office of the Trustee upon presentation and surrender of such Series 2013 Variable Rate Bonds. Any payment

of the Purchase Price of a Tendered Bond shall be payable at the designated corporate trust office of the Trustee's Agent (or at such other office as may be designated by the Trustee), upon presentation and surrender of such Tendered Bond, as provided in Section 408 hereof. Payment of principal of Bank Bonds shall be made to the Bank by wire transfer in the manner provided in the Bank Agreement.

(b) Interest on Series 2013 Variable Rate Bonds bearing interest at a Daily Rate, a Weekly Rate, an Adjustable Long Rate, a Bank Purchase Rate or a Fixed Rate shall be paid by check mailed on the Interest Payment Date to the persons appearing on the Bond Register as the Holders thereof as of the close of business of the Trustee on the Record Date at the addresses of such Holders as they appear on the Bond Register or at such other addresses as are furnished to the Trustee in writing by the Holders not later than the Record Date. Payment of interest on Series 2013 Variable Rate Bonds bearing interest at a Flexible Rate shall be made to the persons appearing on the Bond Register as the Holders thereof as of the close of business of the Trustee on the Record Date, upon presentation and surrender of such Series 2013 Variable Rate Bond at the designated corporate trust office of the Trustee on the applicable Interest Payment Date. Payment of interest on any Series 2013 Variable Rate Bond shall be made to the Holder of \$1,000,000 or more in aggregate principal amount of Series 2013 Variable Rate Bonds as of the close of business of the Trustee on the Record Date for a particular Interest Payment Date by wire transfer to such Holder on such Interest Payment Date upon written notice from such Holder containing the wire transfer address within the United States of America to which such Holder wishes to have such wire directed, which written notice is received not later than the Business Day next preceding the Record Date; *provided, however*, that such wire transfer shall only be made for Series 2013 Variable Rate Bonds bearing interest at a Flexible Rate upon presentation and surrender of such Series 2013 Variable Rate Bonds at the designated corporate trust office of the Trustee on the applicable Interest Payment Date. Payment of interest on Bank Bonds shall be made to the Bank by wire transfer in the manner provided for in the applicable Bank Agreement (or such other wire transfer address as is specified by the Bank in writing from time to time).

Section 310. Liquidity Facility; Reduction; Liquidity Substitution Date.

(a) The City covenants and agrees that at all times while any Series 2013 Variable Rate Bonds are Outstanding which bear interest at a rate other than the Fixed Rate or the Bank Purchase Rate, it will maintain either a Liquidity Facility or a Letter of Credit with respect to all such Series 2013 Variable Rate Bonds bearing interest at other than the Bank Rate, except as otherwise provided in Section 313 hereof. Notwithstanding the foregoing, it shall not be a requirement of this 2013 Series Ordinance (unless otherwise required by any Rating Agency then rating the Series 2013 Variable Rate Bonds) that any Liquidity Facility or Letter of Credit then in effect provide coverage of any Interest Modes other than the Interest Mode or Interest Modes the Series 2013 Variable Rate Bonds are then in; provided that no such coverage of any Series 2013 Variable Rate Bonds in the Fixed Rate Mode or the Bank Purchase Mode shall be required hereby. Notwithstanding the foregoing, the City shall be entitled to obtain a Substitute Liquidity Facility at any time pursuant to Section 310(c) below or an Alternate Letter of Credit pursuant to Section 311 hereof, in which event the Series 2013 Variable Rate Bonds shall be subject to tender pursuant to Section 404 hereof.

(b) Upon the receipt by the Trustee of a written request of the City stating that the amount available under the Liquidity Facility or Letter of Credit may be reduced in compliance with Section 313 hereof, the Trustee shall direct or send appropriate notice to the Bank requesting or directing that such amount be reduced and specifying the amount that shall thereafter be available under the Liquidity Facility or Letter of Credit, subject to any requirements of the Bank Agreement, or that the Liquidity Facility or Letter of Credit is being cancelled. In no event shall the Liquidity Facility or Letter of Credit be reduced to an amount less than the principal amount of the Series 2013 Variable Rate Bonds Outstanding which bear interest at other than the Bank Rate, a Fixed Rate or Bank Purchase Rate, plus an amount equal to interest thereon at the Interest Coverage Rate then required by any Rating Agency then rating the Series 2013 Variable Rate Bonds for the number of days then required by any Rating Agency then rating the Series 2013 Variable Rate Bonds, unless the City has deposited a Substitute Liquidity Facility or Alternate Letter of Credit with the Trustee in accordance with the terms of this Article, or unless the requirements set forth in Section 313 hereof are satisfied. In no event shall any Substitute Liquidity Facility or Alternate Letter of Credit replace only in part any then-current Liquidity Facility or Letter of Credit. Notwithstanding the foregoing, immediately after payment in full has been made on any Series 2013 Variable Rate Bond covered by the Liquidity Facility or Letter of Credit, either at its Maturity Date, by optional redemption or otherwise, the Trustee shall direct or send appropriate notice to the Bank requesting or directing that the amount available under the Liquidity Facility or Letter of Credit be reduced by an amount equal to such principal so paid plus the amount of interest theretofore provided for under the Liquidity Facility or Letter of Credit on such principal amount. No direction or consent of the City shall be required for the Trustee to take the action required by the preceding sentence.

(c) Prior to the Fixed Rate Conversion Date, and subject to the provisions of the Liquidity Facility, a Substitute Liquidity Facility may become effective on any Business Day, which shall be a Liquidity Substitution Date. The City shall cause a draft of any Substitute Liquidity Facility in substantially final form to be delivered to the Trustee, the Trustee's Agent and the Remarketing Agent at the times set forth in Section 404 hereof. On each Liquidity Substitution Date, the Remarketing Agent, the Trustee and the Trustee's Agent shall also receive (i) an opinion of counsel for the Substitute Bank regarding the enforceability of the Substitute Liquidity Facility in substantially the form delivered to the Trustee upon execution and delivery of the Liquidity Facility then in effect, and (ii) an Opinion of Bond Counsel to the effect that the substitution of the Liquidity Facility then in effect will not adversely affect the validity of the Series 2013 Bonds, or adversely affect the exclusion from gross income for federal income tax purposes to which interest on the Series 2013 Bonds would otherwise be entitled. No Substitute Liquidity Facility shall become effective unless the then-current Bank certifies to the City, the Trustee's Agent and the Trustee that all obligations owing to such Bank under the Bank Agreement have been paid in full and all Bank Bonds held by or on behalf of such Bank have been redeemed, remarketed or purchased by the Substitute Bank.

(d) On any Liquidity Substitution Date on which a Substitute Liquidity Facility becomes effective in accordance with the provisions of this Section, the Trustee shall take such action as is required under the Bank Agreement to cause the cancellation of the Liquidity Facility then in effect provided that all purchase notices delivered thereunder have been honored.

(e) Immediate Notice shall be given by the Trustee to the Bank, the City, the Remarketing Agent, the Trustee's Agent and Rating Agency then maintaining a rating on the Series 2013 Variable Rate Bonds if no satisfactory Substitute Liquidity Facility shall be furnished to the Trustee in accordance with this Section on or prior to the Stated Termination Date of the then-current Liquidity Facility, unless the requirements of Section 313 hereof are satisfied.

(f) Each Substitute Liquidity Facility shall provide for the submission of draws thereunder, and the payment of properly submitted draws thereunder, on the same timing as that of the Liquidity Facility being substituted for, unless the Rating Agency then maintaining a rating on the Series 2013 Variable Rate Bonds shall agree to some other timing.

Section 311. Letter of Credit.

(a) Maintenance of Letter of Credit. The City covenants and agrees that during such period as the Series 2013 Variable Rate Bonds bear interest at a Short Rate (except for a Bank Purchase Rate) it will cause a Letter of Credit or Alternate Letter of Credit to be delivered to the Trustee unless a Liquidity Facility has been provided pursuant to Section 310 hereof or no Letter of Credit or Liquidity Facility is required pursuant to Section 313 hereof. The Letter of Credit shall not be transferred to a successor Trustee except in full compliance with the terms of the Letter of Credit.

(b) Letter of Credit – Requirements. The Letter of Credit shall provide for direct payments to or upon the order of the Trustee as set forth below and shall be the irrevocable obligation of the Bank to pay to or upon the order of the Trustee, upon certification and in accordance with the terms of the Letter of Credit, up to (i) an amount sufficient (A) to pay the principal of the Series 2013 Variable Rate Bonds when due whether at stated maturity or upon redemption, or (B) to enable the Trustee to pay the portion of the purchase price equal to the principal amount of Series 2013 Variable Rate Bonds delivered for purchase pursuant to Sections 401, 402, 404, and 406 hereof and not remarketed, plus (ii) an amount equal to at least 35 days' interest accrued on the outstanding Series 2013 Variable Rate Bonds (and for the purpose of calculating the amount of such accrued interest the Letter of Credit shall state on its face the maximum rate of interest on the Series 2013 Variable Rate Bonds covered by the Letter of Credit) (A) to pay interest on the Series 2013 Variable Rate Bonds when due or (B) to enable the Trustee to pay the portion of the purchase price of the Series 2013 Variable Rate Bonds delivered for purchase pursuant to Sections 401, 402, 404, and 406 hereof equal to the interest accrued, if any, on such Series 2013 Variable Rate Bonds.

(c) Alternate Letter of Credit. The City may, except with respect to Series 2013 Variable Rate Bonds in the Fixed Mode, at its option, provide for the delivery to the Trustee of an Alternate Letter of Credit. An Alternate Letter of Credit shall be an irrevocable direct pay letter of credit, issued by a commercial bank or banks or other financial institution, the terms of which shall in all respects material to the Holders be the same as the then current Letter of Credit, if any. Such Alternate Letter of Credit shall set forth a maximum interest rate on the Series 2013 Variable Rate Bonds with respect to which draws may be made. On or prior to the date of delivery of an Alternate Letter of Credit to the Trustee, the City shall furnish to the Trustee (i) an opinion of Counsel stating that the delivery of such an Alternate Letter of Credit to

the Trustee is authorized under the 2013 Series Ordinance and complies with the terms hereof, (ii) an Opinion of Bond Counsel stating that the delivery of such an Alternate Letter of Credit will not adversely affect the exclusion of interest on the Series 2013 Bonds from gross income for federal income tax purposes (other than with respect to an alternative minimum tax imposed on interest on the Series 2013 Bonds) and (iii) an opinion of counsel to the Bank stating that such Alternate Letter of Credit has been duly authorized, executed and delivered by the Bank and is the valid and binding obligation of the Bank, enforceable against the Bank in accordance with its terms. The Trustee shall then accept such Alternate Letter of Credit and surrender the previously held Letter of Credit, if any, to the previous Bank for cancellation as provided in subsection (c) of this Section 311. Each Alternate Letter of Credit shall become effective and commence coverage as of the applicable Credit Substitution Date determined in reference to the previously held Letter of Credit and shall not expire earlier than one year following its date of issuance.

(d) Delivery to Trustee of Alternate Letter of Credit; Surrender of Letter of Credit for Cancellation. If at any time there shall have been delivered to the Trustee (i) an Alternate Letter of Credit pursuant to the preceding subsections of this Section 311 and (ii) when required under the preceding subsections of this Section 311, an opinion of Counsel stating that the delivery of such Alternate Letter of Credit to the Trustee is authorized under this Section 311 and complies with the terms of this 2013 Series Ordinance, then the Trustee shall accept such Alternate Letter of Credit and surrender the previously held Letter of Credit to the Bank issuing the same for cancellation (after all draws have been honored); *provided, however*, that (a) in no event shall such Letter of Credit be surrendered prior to the effective date of the Alternate Letter of Credit or prior to the satisfaction of the condition in clause (b) of this proviso, and (b) on the applicable Credit Substitution Date, the Trustee shall draw upon the existing Letter of Credit rather than the new Alternate Letter of Credit in order to provide funds to pay the Purchase Price of Series 2013 Variable Rate Bonds subject to mandatory purchase on such Credit Substitution Date pursuant to Section 404 hereof. If at any time there shall cease to be any Series 2013 Variable Rate Bonds Outstanding under this 2013 Series Ordinance, the Trustee shall promptly surrender the Letter of Credit to the Bank for cancellation. The Trustee shall comply with the procedures set forth in the Letter of Credit relating to the termination thereof.

(e) Notice of Expiration of Letter of Credit. The Trustee shall give notice by first class mail of the expiration of the term of a Letter of Credit if, following such expiration no Letter of Credit is required pursuant to Section 313, which notice shall (i) specify the date of the expiration of the term of the Letter of Credit, (ii) state that such expiration may result in reduction or withdrawal of any Rating Agency's ratings of the Series 2013 Variable Rate Bonds from those which then prevail, (iii) if the Series 2013 Variable Rate Bonds bear interest at a Short Rate, specify the last times and dates prior to such expiration on which Series 2013 Variable Rate Bonds must be delivered, or on which notice must be given, for the purchase of Series 2013 Variable Rate Bonds pursuant to the last sentence of Section 404 hereof and the place where such Series 2013 Variable Rate Bonds must be delivered for such purchase and (iv) state that on the Credit Substitution Date, the Series 2013 Variable Rate Bonds shall be subject to mandatory purchase on such date. Such notice shall be given by first class mail at least 30 days prior to such Interest Payment Date to the owners of Series 2013 Variable Rate Bonds appearing on the Bond Register. The Trustee agrees to give notices to the Bank in accordance with the applicable Bank Agreement

Section 312. Draws on Letter of Credit.

(a) General. The City and the Trustee shall take all actions necessary under the Letter of Credit, to provide funds for the timely payment of the purchase price of Tendered Bonds. All provisions of this 2013 Series Ordinance (i) requiring or directing the Trustee to make a draw on a Letter of Credit with respect to Series 2013 Variable Rate Bonds shall refer solely and only to the Letter of Credit specifically securing those Series 2013 Variable Rate Bonds or the applicable Subseries of such Series 2013 Variable Rate Bonds secured by the Letter of Credit for the benefit of which the drawing is to be made and (ii) relating to notices and directions from, notices to or consents of a Bank in connection with an action to be taken in respect of Series 2013 Variable Rate Bonds shall refer solely to those Series 2013 Variable Rate Bonds or the applicable Subseries of Series 2013 Variable Rate Bonds secured by a Letter of Credit issued by such Bank.

(b) Trustee's Duty to Draw on Letter of Credit to Pay Principal of and Interest on Series 2013 Variable Rate Bonds. The City authorizes and directs the Trustee, and the Trustee agrees, to draw moneys under the Letter of Credit for the benefit of the Holders of the Series 2013 Variable Rate Bonds in accordance with the terms of the Letter of Credit in amounts sufficient to make timely payments of the principal of (other than Bank Bonds or Series 2013 Variable Rate Bonds owned by or on behalf of the City) and interest on the Series 2013 Variable Rate Bonds (other than Bank Bonds and Series 2013 Variable Rate Bonds owned by or on behalf of the City) in accordance with the provisions of Section 312(a), after taking into account any amounts held in the 2013 Letter of Credit Account. In the event that the Bank fails to honor the Trustee's properly presented and conforming draw request on its Letter of Credit, the Trustee shall notify the City of such failure and that it intends to apply amounts on deposit in the Series 2013 Bond Account to make timely payments of principal of and interest on the Series 2013 Variable Rate Bonds. Upon giving such notice, the Trustee shall apply amounts on deposit in the Series 2013 Bond Account to make timely payments of principal of and interest on the Series 2013 Variable Rate Bonds.

(c) Trustee's Duty to Draw on Letter of Credit to Pay Purchase or Redemption Price of Series 2013 Variable Rate Bonds. The Trustee shall also (i) draw moneys under the Letter of Credit in accordance with its terms to the extent necessary to make timely payments (other than payments on Bank Bonds and Series 2013 Variable Rate Bonds owned by or on behalf of the City) required to be made pursuant to, and in accordance with, Sections 401 through 406 hereof, and (ii) draw moneys under the Letter of Credit to pay the redemption price of Series 2013 Variable Rate Bonds (other than Bank Bonds or Series 2013 Variable Rate Bonds owned by or on behalf of the City) pursuant to Section 315 hereof in accordance with its terms in the amounts required by said Section 315 hereof. It is understood and agreed that the Trustee when drawing amounts under the Letter of Credit as provided in clauses (i) and (ii) of this subsection is not acting as an agent of the City. The Trustee shall make draws under the Letter of Credit in accordance with its terms to pay the purchase price of Series 2013 Variable Rate Bonds pursuant to Sections 401 through 406 hereof, or to pay the redemption price or purchase price of Series 2013 Variable Rate Bonds pursuant to Article III, so as to provide immediately available funds in New York, New York, by the close of business (*i.e.*, 1:30 p.m., Chicago time) on the date such purchase or redemption is to be made. In the event that the Bank fails to honor a properly presented and conforming draw request under the Letter of Credit, the Trustee shall

notify the City of such failure and that it intends to apply amounts deposited under Section 603 hereof for the redemption of Series 2013 Variable Rate Bonds to make timely payouts of the redemption price of the Series 2013 Variable Rate Bonds.

(d) Drawings under Letter of Credit When the Letter of Credit Consists of Two or More Instruments. When there are two or more letters of credit constituting the Letter of Credit hereunder, the Trustee shall draw on each such letter of credit in amounts proportionate to the portion of the principal amount of the Series 2013 Variable Rate Bonds each such letter of credit by its terms secures.

Section 313. Credit Support Instrument Not Required and City May Provide Liquidity in Certain Circumstances.

(a) Prior to the Fixed Rate Conversion Date therefor, and subject to the provisions of the Liquidity Facility or Letter of Credit, as applicable, all of the Series 2013 Variable Rate Bonds (other than Bank Bonds, Series 2013 Variable Rate Bonds which bear interest at a Bank Purchase Rate, and Series 2013 Variable Rate Bonds owned by or on behalf of the City) are required to have the benefit of a Liquidity Facility or Letter of Credit unless, prior to the expiration or termination of the Credit Support Instrument then in effect, there is delivered by the City to the Remarketing Agent, the Trustee and the Trustee's Agent (i) an Opinion of Bond Counsel to the effect that the expiration or termination of the Liquidity Facility or Letter of Credit then in effect will not adversely affect the validity of the Series 2013 Bonds, or adversely affect the exclusion from gross income for federal income tax purposes to which interest on the Series 2013 Bonds would otherwise be entitled, and (ii) a certificate of an Authorized Officer that the City has agreed to be a Substitute Bank hereunder for all the Series 2013 Variable Rate Bonds (other than Series 2013 Variable Rate Bonds in the Fixed Mode or Bank Purchase Mode). Series 2013 Variable Rate Bonds bearing interest at a Fixed Rate or a Bank Purchase Rate shall not be required to have the benefit of a Liquidity Facility or Letter of Credit.

(b) Upon satisfaction of the requirements described in subparagraph (a) above, (i) the Trustee, upon receipt of a written request of the City, shall direct or send appropriate notice to the Bank requesting or directing the cancellation of the Liquidity Facility then in effect on the date (the "**Liquidity Facility Cancellation Date**") requested by the City in such written request, or requesting or directing the cancellation of the Letter of Credit then in effect (the "**Letter of Credit Cancellation Date**") which date may not be less than 30 days, or such longer period as is required by the Bank Agreement for its termination at the request of the City, from the date the Trustee receives such written request, and (ii) following the date of such cancellation, all Tendered Bonds may be remarketed by the Remarketing Agent pursuant to the Remarketing Agreement without the benefit of a Liquidity Facility or Letter of Credit until such time, if any, as the Series 2013 Variable Rate Bonds are thereafter entitled to the benefits of a Liquidity Facility or Letter of Credit pursuant to the provisions of Section 310 hereof, but only if there is delivered to the City, the Trustee, the Trustee's Agent and the Remarketing Agent an Opinion of Bond Counsel to the effect that the execution and delivery of the Liquidity Facility or Letter of Credit will not adversely affect the validity of the Series 2013 Bonds or the exclusion from gross income for federal income tax purposes to which interest on the Series 2013 Bonds would otherwise be entitled. In the event of a Liquidity Facility Cancellation Date or Letter of Credit Cancellation Date, as applicable, the Series 2013 Variable Rate Bonds shall be subject to

mandatory tender pursuant to Section 404 hereof. If at any time no Liquidity Facility or Letter of Credit is required on the Series 2013 Variable Rate Bonds, the Trustee shall affix a legend in substantially the following form on the face of each Series 2013 Variable Rate Bond which does not bear interest at a Fixed Rate or Bank Purchase Rate authenticated on or after the date on which a Liquidity Facility or Letter of Credit is no longer required:

A Liquidity Facility or Letter of Credit is not required with respect to this Series 2013 Variable Rate Bond. If a Liquidity Facility or Letter of Credit is currently provided, it may be discontinued at any time. If a Liquidity Facility is currently provided, it may be discontinued at any time without prior notice to, or a right to tender by, the Holder. The City is a substitute Liquidity Provider.

Section 314. Consent of Bank. No consent of the Bank shall be required under any provision of this 2013 Series Ordinance, nor shall the Bank have any right to receive notice of, consent to, direct or control any actions, restrictions, rights, remedies, waivers or accelerations pursuant to any provision of this 2013 Series Ordinance, during any time which:

- (i) the Bank has wrongfully failed to provide funds pursuant to a properly presented purchase notice with respect to the purchase of Tendered Bonds under and in compliance with the terms of the applicable Liquidity Facility or the Bank has failed to honor a properly presented and conforming draw under and in compliance with the terms of the applicable Letter of Credit;
- (ii) the applicable Liquidity Facility for any reason ceases to be valid and binding on the Bank or is declared to be null and void, or the validity or enforceability of any provision of the applicable Liquidity Facility is denied by the Bank or any governmental agency or authority, or the Bank is denying or contesting further liability or obligation under the applicable Liquidity Facility, in all of the above cases contrary to the terms of such Liquidity Facility;
- (iii) the applicable Letter of Credit is no longer in effect and all amounts owing to the Bank under the applicable Bank Agreement have been paid in full;
- (iv) a petition has been filed and is pending against the Bank under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, and has not been dismissed within 60 days after such filing;
- (v) the Bank has filed a petition, which is pending, under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law, of any jurisdiction, whether now or hereafter in effect, or has consented to the filing of any petition against it under such law; or
- (vi) the Bank is dissolved or confiscated by action of government due to war or peacetime emergency or the United States government declares a moratorium on the Bank's activities.

Section 315. Redemption of Series 2013 Variable Rate Bonds.

(a) The Series 2013 Variable Rate Bonds shall be subject to redemption prior to maturity at such times, subject to the remaining provisions of this Section 315 hereof, at such Redemption Prices (not exceeding 105% of the principal amount of the Series 2013 Variable Rate Bonds to be redeemed plus accrued interest, if any, to the redemption date) and upon such other terms as an Authorized Officer shall provide in the Series 2013 Determination Certificate or Mode Conversion Certificate, as applicable, each and all of which the Authorized Officer is authorized and directed to determine and approve on behalf of and in the name of the City.

(b) Optional Redemption.

(i) Series 2013 Variable Rate Bonds in a Daily Mode or a Weekly Mode shall be subject to redemption prior to their Maturity Date at the option of the City, in whole or in part (and, if in part, in an Authorized Denomination) on any Business Day during such Daily Mode or Weekly Mode, as applicable, at a Redemption Price not exceeding 103% of the principal amount of the Series 2013 Variable Rate Bonds to be redeemed plus accrued interest, if any, to the redemption date, as established in the Series 2013 Determination Certificate or Mode Conversion Certificate, as applicable.

(ii) Series 2013 Variable Rate Bonds in an Adjustable Long Mode or a Fixed Mode shall be subject to redemption prior to their Maturity Date, during each Rate Period in which one of such Modes is applicable, at the option of the City, in whole or in part (and, if in part, in an Authorized Denomination) on such days, at such Redemption Prices (not in excess of the limit specified above) and upon such other terms as are established in the Series 2013 Determination Certificate or Mode Conversion Certificate, as applicable.

(iii) Series 2013 Variable Rate Bonds bearing interest at a Bank Purchase Rate shall be subject to optional redemption prior to their Maturity Date upon such other terms as are set forth in the applicable Bank Purchase Rate Agreement.

(iv) Series 2013 Variable Rate Bonds bearing interest at a Flexible Rate or an Adjustable Long Rate shall be subject to optional redemption prior to their Maturity Date at the option of the City, in whole or in part (and, if in part, in an Authorized Denomination) on such days, at such Redemption Prices (not in excess of the limit specified above) and upon such other terms as are set forth in the Series 2013 Determination Certificate or Mode Conversion Certificate, as applicable.

(v) The City may deliver to the Trustee an alternate redemption schedule to the schedule in the Series 2013 Determination Certificate or Mode Conversion Certificate, as applicable, if the City delivers to the Bank and the Trustee an Opinion of Bond Counsel to the effect that the alternative schedule of redemption will not adversely affect the validity and enforceability of the Series 2013 Variable Rate Bonds in accordance with their terms and, with respect to Series 2013 Variable Rate Bonds the interest on which is excluded from gross income for federal income tax purposes, does not adversely affect the exclusion from gross income for federal income tax purposes to

which interest on the Series 2013 Variable Rate Bonds would otherwise be entitled. After the first Rate Change Date succeeding the delivery of such alternate schedule and Opinion of Bond Counsel, Series 2013 Variable Rate Bonds in a Fixed Mode or an Adjustable Long Mode shall be subject to redemption pursuant to the terms of such alternate schedule.

(c) Optional Redemption of Bank Bonds. Bank Bonds shall be subject to redemption prior to their Maturity Date at the option of the City, in whole or in part (and, if in part, in an Authorized Denomination) on such days, at such Redemption Prices and upon such other terms as are set forth in the Series 2013 Determination Certificate or Mode Conversion Certificate, as applicable.

(d) Extraordinary Redemption of Bank Bonds. Bank Bonds shall be subject to mandatory redemption on the dates and in the amounts specified in the Series 2013 Determination Certificate or Mode Conversion Certificate, as applicable. Such redemption shall be at such Redemption Prices and upon such other terms as are set forth in the Series 2013 Determination Certificate or Mode Conversion Certificate, as applicable. Bank Bonds may be redeemed pursuant to this 2013 Series Ordinance without any notice from or direction by the City.

(e) Priority of Redemption. In the Series 2013 Determination Certificate or Mode Conversion Certificate, as applicable, the City may, but shall not be required to, provide that, Bank Bonds shall be redeemed prior to any other Series 2013 Variable Rate Bonds.

(f) Mandatory Redemption of Series 2013 Variable Rate Bonds. The Series 2013 Variable Rate Bonds shall be subject to mandatory redemption prior to maturity in the amounts, at the Redemption Prices (subject to the limits prescribed in this Section) and upon such other terms as are set forth in the Series 2013 Determination Certificate or Mode Conversion Certificate, as applicable. The principal amount of the Series 2013 Variable Rate Bonds to be mandatorily redeemed in each year may be reduced through the earlier optional redemption of Series 2013 Bonds, with any partial optional redemption of such Series 2013 Bonds credited against future Sinking Fund Installments of Series 2013 Variable Rate Bonds in such order of the applicable Sinking Fund Installment dates as the City may determine. In addition, on or prior to the sixtieth day preceding any Sinking Fund Installment date, the Trustee may, and if directed by the City shall, purchase Series 2013 Variable Rate Bonds required to be retired on such Sinking Fund Installment date. Any such Series 2013 Variable Rate Bonds so purchased shall be canceled and the principal amount thereof shall be credited against the payment required on such next Sinking Fund Installment date of Series 2013 Variable Rate Bonds.

(g) General Provisions Regarding Redemptions.

(i) No redemption of less than all of the Series 2013 Variable Rate Bonds Outstanding shall be made pursuant to Sections 315(b) or (c) hereof unless (a) if such redemption is of Bank Bonds or Series 2013 Variable Rate Bonds bearing interest at a Short Rate or an Adjustable Long Rate, the aggregate principal amount of Series 2013 Variable Rate Bonds to be redeemed is equal to \$100,000 or integral multiples thereof and (b) if, such redemption is with respect to Series 2013 Variable Rate Bonds bearing

interest as a Fixed Rate, the aggregate principal amount of Series 2013 Variable Rate Bonds to be redeemed is equal to \$5,000 multiples. Any redemption of less than all of the Series 2013 Variable Rate Bonds Outstanding shall be made in such a manner that all Series 2013 Variable Rate Bonds Outstanding after such redemption are in Authorized Denominations.

(ii) Series 2013 Variable Rate Bonds may be called for redemption by the Trustee (A) in the case of Series 2013 Variable Rate Bonds bearing interest at a Short Rate, upon receipt by the Trustee at least 25 days prior to the redemption date of a written request of the City requesting such redemption, or in accordance with any mandatory schedule provided in the Series 2013 Determination Certificate or Mode Conversion Certificate, as applicable, or (B) in the case of Series 2013 Variable Rate Bonds bearing interest at an Adjustable Long Rate or a Fixed Rate, upon receipt by the Trustee at least 35 days prior to the redemption date of a written request of the City requesting such redemption, or in accordance with the mandatory schedule provided in the Series 2013 Determination Certificate or Mode Conversion Certificate, as applicable.

(iii) Bank Bonds may be called for redemption by the Trustee pursuant to Section 315(c) hereof upon receipt by the Trustee at least one Business Day prior to the redemption date of a written request of the City requesting such redemption.

(h) Notice of Redemption. Except as is otherwise provided with respect to Bank Bonds in this 2013 Series Ordinance, notice of the call for redemption of any Series 2013 Variable Rate Bonds identifying the Series 2013 Variable Rate Bonds to be redeemed shall be given by first class mail, postage prepaid, with respect to Series 2013 Variable Rate Bonds bearing interest at a Short Rate, not less than 20 or more than 45 days prior to the date fixed for redemption, and shall be given by first class mail, postage prepaid, with respect to Series 2013 Variable Rate Bonds bearing interest at an Adjustable Long Rate or a Fixed Rate, not less than 30 or more than 60 days prior to the date fixed for redemption, to the Holders of Series 2013 Variable Rate Bonds to be redeemed at their addresses as shown on the registration books of the City maintained by the Bond Registrar. Failure to give notice in the manner prescribed with respect to any Series 2013 Variable Rate Bond, or any defect in such notice, shall not affect the validity of the proceedings for redemption for any Series 2013 Variable Rate Bond with respect to which notice was properly given. Upon the happening of the above conditions and if sufficient moneys are on deposit with the Trustee on the applicable redemption date to redeem the Series 2013 Variable Rate Bonds to be redeemed and to pay interest due thereon and premium, if any, due with respect thereto, the Series 2013 Variable Rate Bonds thus called shall not after the applicable redemption date bear interest, be protected by the General Ordinance or this 2013 Series Ordinance or be deemed to be Outstanding under the provisions of the General Ordinance and this 2013 Series Ordinance.

(i) Selection of Series 2013 Variable Rate Bonds to be Redeemed. If less than all of the Series 2013 Variable Rate Bonds shall be called for redemption under any provision of this 2013 Series Ordinance permitting such partial redemption, the particular Series 2013 Variable Rate Bonds or portions thereof to be redeemed shall be selected by the City, except as otherwise provided in Section 315(e) hereof, in the principal amount designated to the Trustee by the City, which designation shall include the Interest Mode, Maturity Date, and, if the Series 2013

Variable Rate Bonds have been issued in Subseries, the Subseries of the particular Series 2013 Variable Rate Bonds to be redeemed, or as otherwise required by this 2013 Series Ordinance; *provided, however*, that (i) all partial redemptions of any Subseries of the Series 2013 Variable Rate Bonds shall be effected pursuant to the operating guidelines of DTC for selection by lottery, (ii) in the case of the redemption of less than all Series 2013 Variable Rate Bonds which bear interest in the same Interest Mode at the same rate for the same Rate Periods and which in the case of Series 2013 Variable Rate Bonds bearing interest at a Fixed Rate were converted on the same date, such redemption shall be by lot in such manner as the Trustee may determine among such Series 2013 Variable Rate Bonds, and (iii) subject to other applicable provisions of this 2013 Series Ordinance, the portion of any Series 2013 Variable Rate Bond to be redeemed shall be in a principal amount equal to an Authorized Denomination. In selecting Series 2013 Variable Rate Bonds for redemption, the Trustee shall treat each Series 2013 Variable Rate Bond as representing that number of Series 2013 Variable Rate Bonds which is obtained by dividing the principal amount of such Series 2013 Variable Rate Bond by the minimum Authorized Denomination. If it is determined that one or more, but not all, of the integral multiples of the Authorized Denomination of principal amount represented by any Series 2013 Variable Rate Bond is to be called for redemption, then, upon notice of intention to redeem such integral multiple of an Authorized Denomination, the Holder of such Series 2013 Variable Rate Bond shall forthwith surrender such Series 2013 Variable Rate Bond to the Trustee for (a) payment to such Holder of the redemption price of the integral multiple of the Authorized Denomination of principal amount called for redemption, and (b) delivery to such Holder of a new Series 2013 Variable Rate Bond(s) in the aggregate principal amount of the unredeemed balance of the principal amount of such Series 2013 Variable Rate Bond. New Series 2013 Variable Rate Bonds representing the unredeemed balance of the principal amount of such Series 2013 Variable Rate Bond shall be issued to the Holder thereof without charge therefor. Anything herein to the contrary notwithstanding, any redemption of less than all of the Series 2013 Variable Rate Bonds Outstanding shall be made first from Bank Bonds. At any time the Series 2013 Variable Rate Bonds are held by DTC in its global Book Entry System, the foregoing will be subject to their operating guidelines for selection of bonds to be redeemed by lottery.

Section 316. Registration, Transfer and Exchange of Series 2013 Variable Rate Bonds.

Subject to the limitations set forth in the following paragraph with respect to Series 2013 Variable Rate Bonds in the Bank Purchase Mode, Series 2013 Variable Rate Bonds are transferable only upon the registration books of the City kept for that purpose by the Bond Registrar at the designated corporate trust office of the Trustee in Chicago, Illinois, by the Holder of a Series 2013 Variable Rate Bond in person, or by the Holder's agent duly authorized in writing. Upon the surrender of a Series 2013 Variable Rate Bond, together with a written instrument of transfer satisfactory to the Trustee duly executed by the Holder or the Holder's agent duly authorized in writing, and upon the payment of any charges prescribed in the General Ordinance, a new registered Series 2013 Variable Rate Bond, in the same aggregate principal amount and of the same maturity, shall be issued to the transferee as provided in the General Ordinance. The City and the Trustee may deem and treat the Holder of a Series 2013 Variable Rate Bond as the absolute owner of such Series 2013 Variable Rate Bond (whether or not such Series 2013 Variable Rate Bond shall be overdue) for the purpose of receiving payment of or on

account of principal of such Series 2013 Variable Rate Bond and the Redemption Price, if any, and interest due on such Series 2013 Variable Rate Bond and for all other purposes, and neither the City nor the Trustee shall be affected by any notice to the contrary. Notwithstanding the provisions of Section 203, neither the City nor the Trustee shall be obligated to make any exchange or transfer of a Series 2013 Variable Rate Bond during the period from the Record Date applicable to such Series 2013 Variable Rate Bond to the next Interest Payment Date for such Series 2013 Variable Rate Bond or to make any such transfer or exchange of such Series 2013 Variable Rate Bond if such Series 2013 Variable Rate Bond is proposed to be redeemed after its selection by the Trustee for redemption.

Series 2013 Variable Rate Bonds in the Bank Purchase Mode may be transferred only (i) to Accredited Investors or Qualified Institutional Buyers, and (ii) after the Trustee and the City have received an Investor Representations Letter executed by the transferee of each Series 2013 Variable Rate Bond to be so transferred; provided that the Series 2013 Variable Rate Bonds in the Bank Purchase Mode may also be transferred to a grantor trust or other custodial arrangement so long as the owners of any beneficial interests therein (1) are Accredited Investors or Qualified Institutional Buyers and (2) have delivered to the Trustee and the City an executed Investor Representations Letter. At any time at which a Subseries of the Series 2013 Variable Rate Bond is held by DTC in its global Book Entry System, the foregoing limitations shall apply to beneficial interests in the Series 2013 Variable Rate Bonds of such Subseries and to Beneficial Owners.

The Series 2013 Variable Rate Bonds shall be issued in fully registered form in Authorized Denominations.

Article IV

PURCHASE OF SERIES 2013 VARIABLE RATE BONDS

Section 401. Purchase on Demand of Holder While Series 2013 Variable Rate Bonds Bear Interest at Daily Rate or Weekly Rate.

(a) While a Series 2013 Variable Rate Bond bears interest at a Daily Rate, such Series 2013 Variable Rate Bond (or portion thereof in an Authorized Denomination) shall be purchased on a Demand Date therefor upon the demand of the Holder thereof, at a Purchase Price equal to 100 percent of the principal amount thereof plus accrued interest, if any, to such Demand Date, upon irrevocable telephonic, electronic or written notice (which telephonic notice shall be confirmed in writing, and which written notice may be given by telecopy) to both the Trustee's Agent and the Remarketing Agent, which notice must be received not later than 10:00 a.m., Chicago time, on a Business Day in order to be effective on that date. Any notice received after 10:00 a.m., Chicago time, on a Business Day shall be deemed given on the next succeeding Business Day. The Business Day on which any notice is deemed given will be the Demand Date for the applicable Tendered Bond. Such notice must specify the principal amount and number of such Series 2013 Variable Rate Bond, the name and the address of such Holder and the taxpayer identification number, if any, of such Holder. The Trustee's Agent shall give Immediate Notice (which notice shall be delivered no later than 10:15 a.m., Chicago time, on the

Business Day on which it receives notice of tender) to the Trustee, the City and the Bank as to the contents of any such notices received by it.

(b) While a Series 2013 Variable Rate Bond bears interest at a Weekly Rate, such Series 2013 Variable Rate Bond (or portion thereof in an Authorized Denomination) shall be purchased on a Demand Date therefor upon the demand of the Holder thereof, at a Purchase Price equal to 100 percent of the principal amount thereof plus accrued interest, if any, to such Demand Date, upon irrevocable electronic or written notice (which may be given by telecopy) to the Trustee's Agent and the Remarketing Agent, which notice must be received by the Trustee's Agent and the Remarketing Agent not later than 4:00 p.m., Chicago time, on a Business Day in order to be effective on the Business Day requested as the Demand Date, which Demand Date shall not be less than seven calendar days after the effective date such notice is received. Any notice received after 4:00 p.m., Chicago time, on a Business Day shall be deemed given on the next succeeding Business Day. Such notice must specify (i) the principal amount and number of such Series 2013 Variable Rate Bond, the name and the address of such Holder and the taxpayer identification number, if any, of such Holder, and (ii) the Demand Date on which such Series 2013 Variable Rate Bond is to be purchased. The Trustee's Agent shall give Immediate Notice (which notice shall be given no later than 4:30 p.m., Chicago time, on the Business Day on which it receives notice of tender) to the Trustee, the City and the Bank as to the contents of any such notices received by it.

(c) The determination of the Trustee's Agent and the Remarketing Agent as to whether a notice of tender has been properly delivered pursuant to the foregoing shall be conclusive and binding upon the Holder of such Tendered Bond. Any notice received by the Trustee's Agent and the Remarketing Agent pursuant to this Section from any person reasonably believed by the Trustee's Agent and the Remarketing Agent to be the Holder of a Series 2013 Variable Rate Bond may be conclusively relied upon by the Trustee's Agent and the Remarketing Agent as a true, irrevocable notice of demand with respect to such Series 2013 Variable Rate Bond.

Section 402. Purchase on Notice of Default Under Bank Agreement.

(a) When a Liquidity Facility is in effect, the Series 2013 Variable Rate Bonds (other than Bank Bonds, Series 2013 Variable Rate Bonds owned by or on behalf of the City and Series 2013 Variable Rate Bonds bearing interest at a Fixed Rate) are subject to mandatory tender by the Holders thereof to the Trustee when the Trustee gives Immediate Notice to the Holders of such Series 2013 Variable Rate Bonds and the Remarketing Agent of the occurrence and continuation of a Liquidity Facility Default. When a Letter of Credit is in effect, the Series 2013 Variable Rate Bonds (other than the Bank Bonds, Series 2013 Variable Rate Bonds owned by or on behalf of the City and Series 2013 Variable Rate Bonds bearing interest at a Fixed Rate) are subject to mandatory tender by the Holders thereof to the Trustee when the Trustee gives Immediate Notice to the Holders of such Series 2013 Variable Rate Bonds and the Remarketing Agent of the occurrence of a default under the applicable Bank Agreement. Upon the giving of such Immediate Notice, such Series 2013 Variable Rate Bonds shall be purchased, on a date designated by the Trustee, which date is no more than 15 days after the date of the Immediate Notice to the Holders and, when a Letter of Credit is in effect, is no less than three days and no more than five days after the date the Trustee receives notice of such deposit from

the Bank, and in no event later than the Business Day prior to the last day on which funds will be available under the Liquidity Facility or Letter of Credit, as applicable, at a Purchase Price equal to 100 percent of the principal amount thereof plus accrued interest, if any, to the purchase date. In such case, the Holder of any such Series 2013 Variable Rate Bond required to be purchased may not elect to retain its Series 2013 Variable Rate Bond and by the acceptance of such Series 2013 Variable Rate Bond shall be deemed to have agreed to sell such Series 2013 Variable Rate Bond to the Trustee on the date specified pursuant to this Section. The Trustee shall give such Immediate Notice upon receipt by the Trustee of a written notice from the Bank of (i) in the case of a Liquidity Facility, of the occurrence of a Liquidity Facility Default and (ii) in the case of a Letter of Credit, of the occurrence of a default under the Bank Agreement.

(b) If a Liquidity Facility is in effect, upon receipt by the Trustee of a written notice from the Bank of the occurrence and continuation of a Special Default under the Bank Agreement, the Trustee shall give Immediate Notice thereof to the Holders of all the Series 2013 Variable Rate Bonds and the Remarketing-Agent, which notice shall state that there will be no mandatory purchase of the Series 2013 Variable Rate Bonds as a result of such Special Default and that the Series 2013 Variable Rate Bonds will no longer be entitled to the benefits of a Liquidity Facility or that the obligation of the Bank to provide funds thereunder is suspended but that the tender provisions in the other Sections of this Section will remain in effect, as the case may be, and that the applicable Bank Agreement may terminate if such suspension is not cured within the time period specified in such Bank Agreement.

If a Liquidity Facility is in effect, and if Immediate Notice of a mandatory tender has been given due to receipt by the Trustee of written notice from the Bank of the occurrence of a Liquidity Facility Default, but a Special Default occurs prior to the mandatory tender date, the Series 2013 Variable Rate Bonds (other than Bank Bonds, Series 2013 Variable Rate Bonds owned by or on behalf of the City and Series 2013 Variable Rate Bonds bearing interest at a Fixed Rate) shall remain subject to mandatory tender on such date, although the Purchase Price thereof will not be payable from amounts drawn under the Bank Agreement.

Section 403. Purchase While Series 2013 Variable Rate Bonds Bear Flexible Rate.

While any Series 2013 Variable Rate Bond bears interest at a Flexible Rate, such Series 2013 Variable Rate Bond shall be purchased on each Rate Change Date for such Series 2013 Variable Rate Bond, other than the Rate Change Date which is the first day of a Flexible Mode applicable to such Series 2013 Variable Rate Bond, and on the Adjustment Date immediately following the last day of the Flexible Mode, at a Purchase Price equal to 100 percent of the principal amount thereof. The Holder of such Series 2013 Variable Rate Bond may not elect to retain its Series 2013 Variable Rate Bond.

Not later than the 15th day next preceding such Rate Change Date for each Rate Period, the Trustee shall give notice by mail to the Holders of the Series 2013 Variable Rate Bonds which bear interest at a Flexible Rate stating (i) the last day of the Rate Period then ending, and (ii) that the Series 2013 Variable Rate Bonds are required to be purchased on such Rate Change Date. The foregoing notwithstanding, the failure of the Trustee to give such notice or cause such notice to be given will not affect the requirement of such Holders to tender their Series 2013 Variable Rate Bonds for purchase. If sufficient moneys are on deposit with the Trustee on the

applicable Rate Change Date to purchase such Tendered Bonds at the Purchase Price therefor, such Tendered Bonds shall not after the applicable Rate Change Date, and, with respect to such Holders, bear interest, be protected by the General Ordinance or this 2013 Series Ordinance or be deemed to be Outstanding.

Section 404. Purchase Prior to Stated Termination Date When Required Substitute Credit Support Instrument Not In Place; Purchase Prior to Substitution Date.

(a) If, during the period a Liquidity Facility is in effect pursuant to the terms of Section 310 hereof, by the 30th day (or such other number of days as set forth in the Series 2013 Determination Certificate) preceding any Stated Termination Date of the Liquidity Facility, the Trustee has not received notice of an extension of the then-current Liquidity Facility in accordance with the terms of this 2013 Series Ordinance, then the Trustee shall give Immediate Notice to the City and all Series 2013 Variable Rate Bonds (other than Bank Bonds, Series 2013 Variable Rate Bonds owned by or on behalf of the City and Series 2013 Variable Rate Bonds bearing interest at a Fixed Rate) shall be tendered (or deemed tendered) for purchase pursuant to Section 404(b) below if an extension of the Stated Termination Date of the Liquidity Facility or a Substitute Liquidity Facility, or a Letter of Credit is not delivered to the Trustee not later than the 30th day preceding the Stated Termination Date of the Liquidity Facility. If Liquidity Facility is in effect pursuant to Section 310 hereof, and the City has delivered to the Trustee a Substitute Liquidity Facility or Letter of Credit pursuant to Section 311 hereof, Series 2013 Variable Rate Bonds (other than Bank Bonds, Series 2013 Variable Rate Bonds owned by or of the City and Series 2013 Variable Rate Bonds bearing interest at a Fixed Rate) shall be tendered (or deemed tendered) for purchase hereunder. If a Liquidity Facility or Letter of Credit is no longer required pursuant to Section 313 hereof, all Series 2013 Variable Rate Bonds (other than Bank Bonds, Series 2013 Variable Rate Bonds owned by or on behalf of the City and Series 2013 Variable Rate Bonds bearing interest at a Fixed Rate) shall be tendered (or deemed tendered for purchase on the Business Day prior to the Liquidity Facility Cancellation Date or Letter of Credit Cancellation Date pursuant to this Section. A purchase of Tendered Bonds pursuant to this Section shall be at a Purchase Price for each such Tendered Bond equal to the principal amount thereof plus accrued interest, if any, to the purchase date. The Holder of such Series 2013 Variable Rate Bond may not elect to retain its Series 2013 Variable Rate Bond.

(b) Not later than the 30th day (or such other number of days as set forth in the Series 2013 Determination Certificate) preceding the Stated Termination Date of the Liquidity Facility, if no extension of such Liquidity Facility and no Liquidity Facility or no Substitute Liquidity Facility or Letter of Credit has been delivered, the Trustee shall give Immediate Notice to the Holders of the Series 2013 Variable Rate Bonds (other than Bank Bonds, Series 2013 Variable Rate Bonds owned by or on behalf of the City bearing interest at a Fixed Rate) stating (i) the Stated Termination Date, (ii) that no extension of the Liquidity Facility and no Substitute Liquidity Facility or Letter of Credit has been received as of the date of such notice, and (iii) that the Series 2013 Variable Rate Bonds (other than Bank Bonds, Series 2013 Variable Rate Bonds owned by or on behalf of the City or bearing interest at a Fixed Rate) are required to be tendered (or deemed tendered) for purchase on the Business Day immediately preceding the Stated Termination Date.

(c) Not later than the 15th day (or such other number of days as set forth in the Series 2013 Determination Certificate) preceding a Liquidity Substitution Date, the Trustee shall give Immediate Notice to the Holders of the Series 2013 Variable Rate Bonds (other than Bank Bonds, Series 2013 Variable Rate Bonds owned by or on behalf of the City and Series 2013 Variable Rate Bonds bearing interest at a Fixed Rate) stating (i) the Liquidity Substitution Date, and (ii) that the Series 2013 Variable Rate Bonds (other than Bank Bonds, Series 2013 Variable Rate Bonds owned by or on behalf of the City and Series 2013 Variable Rate Bonds bearing interest at a Fixed Rate) are required to be purchased on the Liquidity Substitution Date, provided that the Trustee shall not terminate, cancel or release the then existing Liquidity Facility until the Series 2013 Variable Rate Bonds subject to mandatory tender pursuant to this Section have actually been purchased, and provided further that, to the extent needed to pay the purchase price of tendered Series 2013 Variable Rate Bonds on a Liquidity Substitution Date, the Trustee shall draw on the existing Liquidity Facility then in effect and receive payment thereunder, prior to the surrender thereof and acceptance of a Substitute Liquidity Facility or Alternate Letter of Credit.

Section 405. Purchase While Series 2013 Variable Rate Bonds Bear Adjustable Long Rate.

While any Series 2013 Variable Rate Bond bears interest at an Adjustable Long Rate, such Series 2013 Variable Rate Bond shall be purchased pursuant to this Section on each Rate Change Date within an Adjustable Long Mode for such Series 2013 Variable Rate Bond, other than the Rate Change Date which is the first day of an Adjustable Long Mode applicable to such Series 2013 Variable Rate Bond, and on the Adjustment Date immediately following the last day of such Adjustable Long Mode, at a Purchase Price equal to 100 percent of the principal amount thereof. The Holder of such Series 2013 Variable Rate Bond may not elect to retain its Series 2013 Variable Rate Bond.

Not later than the 15th day (or such other number of days as set forth in the Series 2013 Determination Certificate) next preceding such Rate Change Date for each Rate Period, the Trustee shall give notice by mail to the Holders of the Series 2013 Variable Rate Bonds which bear interest at an Adjustable Long Rate stating (i) the last day of the Rate Period then ending, and (ii) that such Series 2013 Variable Rate Bonds are required to be purchased on such Rate Change Date. The foregoing notwithstanding, the failure of the Trustee to give such notice or cause such notice to be given will not affect the requirement of such Holders to tender their Series 2013 Variable Rate Bonds for purchase. If sufficient moneys are on deposit with the Trustee on the applicable Rate Change Date to purchase such Tendered Bonds at the Purchase Price therefor, such Tendered Bonds shall not after the applicable Rate Change Date and, with respect to such Holders, bear interest, be protected by the General Ordinance or this 2013 Series Ordinance or be deemed to be Outstanding.

Section 406. Purchase on Adjustment Date.

On each Adjustment Date with respect to a Series 2013 Variable Rate Bond (other than a Bank Bond), including, without limitation, a proposed Fixed Rate Conversion Date or a Substitute Adjustment Date, such Series 2013 Variable Rate Bond shall be purchased pursuant to this Section at a Purchase Price equal to 100 percent of the principal amount thereof, except that

(i) a Series 2013 Variable Rate Bond which is to be purchased on an Adjustment Date which immediately follows the last day of a Flexible Mode shall be purchased pursuant to Section 403 hereof, and (ii) a Series 2013 Variable Rate Bond which is to be purchased on an Adjustment Date which immediately follows the scheduled final day of an Adjustable Long Mode shall be purchased pursuant to Section 405 hereof. The Holder of such Series 2013 Variable Rate Bond may not elect to retain its Series 2013 Variable Rate Bond.

Not later than the 15th day (or such other number of days as set forth in the Series 2013 Determination Certificate) next preceding the Adjustment Date for any Series 2013 Variable Rate Bond bearing interest at a Daily Rate or a Weekly Rate, the Trustee shall give Immediate Notice to the Holder of such Series 2013 Variable Rate Bond stating (i) the last day of the Adjustment Period then ending, and (ii) that such Series 2013 Variable Rate Bond is required to be purchased on the Adjustment Date.

Section 407. Purchase on Special Mandatory Tender Date.

Series 2013 Variable Rate Bonds (or Subseries thereof) bearing interest in the Bank Purchase Mode shall, subject to the terms and conditions of the applicable Bank Purchase Rate Agreement, be subject to mandatory tender for purchase on the Special Mandatory Tender Date for such Series 2013 Variable Rate Bonds at par plus accrued interest to such Special Mandatory Tender Date. The Purchaser of such Series 2013 Variable Rate Bonds may not elect to retain its Series 2013 Variable Rate Bonds and by acceptance of such Series 2013 Variable Rate Bonds shall be deemed to have agreed to deliver such Series 2013 Variable Rate Bonds to the Trustee on the Special Mandatory Tender Date for such Series 2013 Variable Rate Bonds.

Section 408. Purchase of Tendered Bonds Delivered to Trustee's Agent; Notices.

(a) Tendered Bonds shall be purchased from their Holders at a Purchase Price equal to 100 percent of the principal amount thereof, plus accrued interest thereon (unless purchased on an Interest Payment Date, in which event such accrued interest shall not be paid as part of the Purchase Price secured by, or payable from, the Liquidity Facility or Letter of Credit, as applicable), but solely from the following sources of funds in order of priority indicated below, and neither the City, the Trustee, the Trustee's Agent nor the Remarketing Agent shall have an obligation to use funds from any other source:

(i) proceeds of the sale of such Tendered Bonds (other than Tendered Bonds sold to the City in violation of Section 412(b)) hereof pursuant to Section 409 hereof,

(ii) moneys received from the purchasers (other than the City) of Tendered Bonds upon the conversion of the interest rate thereon to a Fixed Rate;

(iii) proceeds of the Letter of Credit, to the extent a Letter of Credit is then available, and, if not, then proceeds of the applicable Liquidity Facility, to the extent a Liquidity Facility is available; and

(iv) other moneys furnished by the City in its sole discretion, if any, to the Trustee for the purchase of Tendered Bonds, provided that the conditions of Section 412(b) hereof are satisfied.

(b) The Trustee shall transfer the proceeds of sale of Tendered Bonds and proceeds of the Liquidity Facility or Letter of Credit, as applicable, to the Trustee's Agent, if any, by 1:25 p.m. Chicago time on the purchase date. The Trustee's Agent shall pay the Purchase Price specified above from the sources specified above of each Tendered Bond to the Holder thereof by 1:30 p.m., Chicago time, on the purchase date, provided that the Trustee's Agent shall have confirmed that such Holder has delivered such Tendered Bond (with any necessary endorsements) to the designated corporate trust office of the Trustee's Agent no later than 12:00 noon, Chicago time, on such date.

If the Series 2013 Variable Rate Bonds are in a Book Entry System, the requirement for physical delivery of Tendered Bonds in connection shall be deemed satisfied when the ownership rights in the Series 2013 Variable Rate Bonds are transferred by participants in the Securities Depository on the records of the Securities Depository to the participant account of the Trustee.

Section 409. Remarketing of Tendered Bonds by Remarketing Agent.

Subject to Section 411 hereof, upon the delivery or deemed delivery of Tendered Bonds by the Holders thereof in accordance with the provisions hereof, the Remarketing Agent shall offer for sale and use its best efforts to remarket such Tendered Bonds pursuant to the Remarketing Agreement, any such remarketing to be made on the date on which such Tendered Bonds are to be purchased, at a price equal to 100 percent of the principal amount thereof plus accrued interest, if any.

If Tendered Bonds are to be delivered for purchase under Section 401(a) hereof, the Remarketing Agent shall give telephonic or electronic notice to the Trustee, the Trustee's Agent, the City, and the Bank no later than 10:30 a.m., Chicago time, on the date on which such Tendered Bonds are to be so delivered or deemed delivered, of the aggregate principal amount of such Tendered Bonds to be purchased on such date which it has reasonable grounds to expect will not be remarketed on such date.

In addition, with respect to Tendered Bonds delivered or deemed delivered for purchase under Section 401(b), 402, 403, 404, 405, 406 or 407 hereof, the Remarketing Agent shall give telephonic or electronic notice to the Trustee, the Trustee's Agent, the City and the Bank no later than 3:00 p.m., Chicago time, on the Business Day next preceding the date on which such Tendered Bonds are to be so delivered or deemed delivered, of the aggregate principal amount of such Tendered Bonds to be purchased on such date which it has reasonable grounds to expect will not be remarketed on such date.

When a Letter of Credit is in effect, the Trustee shall pay the Purchase Price of such unremarketed Tendered Bonds with a draw on the Letter of Credit for the principal portion and the interest portion of the purchase price of such Tendered Bonds to the extent the remarketing proceeds are insufficient to make such payment by the times required by Section 410 hereof.

The Remarketing Agent shall remarket Bank Bonds to the extent, and subject to the conditions, set forth herein and in the Remarketing Agreement and prior to the remarketing of any other Series 2013 Variable Rate Bonds; *provided, however*, that no Bank Bond may be remarketed unless simultaneously with such remarketing the amount of funds which are available under the Liquidity Facility or the Letter of Credit, as applicable, has been reinstated to an amount which is equal to the principal amount of such Series 2013 Variable Rate Bonds and the applicable interest component covered under the Liquidity Facility or the Letter of Credit, as applicable, unless the Liquidity Facility or the Letter of Credit, as applicable, is no longer required pursuant to Section 313 hereof. Bank Bonds shall be remarketed at a price of par plus accrued interest, if any, until the Bond Sale Date; Bank Bonds may be remarketed at a rate up to and including the Maximum Rate by the Remarketing Agent, to the extent permitted by the Bank Agreement, as if such Bank Bonds had accrued interest at the Bank Variable Rate. If on the Bond Sale Date, Bank Bonds are remarketed with accrued interest computed based on the Bank Variable Rate instead of the Bank Rate, the Differential Interest Amount shall be due to the Bank from the City on the Bond Sale Date (or such later date as is provided in the Bank Agreement). Upon the remarketing of Bank Bonds, the Remarketing Agent shall immediately provide telephonic or electronic notice, promptly confirmed by telecopy or electronic mail, of such remarketing to the Trustee, the City and the Bank, and thereupon the Trustee shall, subject to Section 410(a)(ii) hereof, immediately deliver or provide for transfer of beneficial interest in such Bank Bonds for delivery to the purchasers thereof upon payment to the Bank of the principal amount of such Bank Bonds.

Section 410. Delivery of Tendered Bonds and Proceeds of Sale; Failed Purchase.

(a) (i) Subject to Section 411 hereof, Tendered Bonds remarketed by the Remarketing Agent pursuant to Section 409 hereof shall be delivered by the Trustee or the Trustee's Agent as directed by the Remarketing Agent by 11:00 a.m., Chicago time, on the date against payment therefor. The proceeds of sale by the Remarketing Agent shall be delivered to the Trustee by 10:00 a.m., (for Tendered Bonds in any Interest Mode other than the Daily Mode) or 10:45 a.m. (for Tendered Bonds in the Daily Mode) Chicago time, on the date of purchase.

(ii) Bank Bonds shall be delivered to the Trustee or otherwise at the direction of the Bank, or for as long as the Series 2013 Variable Rate Bonds are in the Book Entry System, credited to the designated account of the Bank or its designee as beneficial Holder of such Bank Bonds by DTC (in its capacity as custodian) pursuant to the Bank Agreement or Custody Agreement, if any. Notwithstanding anything herein to the contrary, if the Trustee holds Bank Bonds as custodian for the Bank pursuant to the Bank Agreement or Custody Agreement, if any, the Trustee shall not release to the purchaser thereof Bank Bonds remarketed pursuant to Section 409 hereof unless the Bank shall have given written notification (which may be by facsimile or electronic communication) to the Trustee that it has either (i) reinstated the Liquidity Facility or the Letter of Credit, as applicable, in an amount equal to the principal amount of the Bank Bonds remarketed plus the applicable interest component, unless a Liquidity Facility and Letter of Credit is no longer required pursuant to Section 313 hereof or (ii) has reinstated the Letter of Credit simultaneously with the receipt of remarketing proceeds, unless a Letter of Credit is no longer required pursuant to Section 313 hereof. The Trustee shall follow the provisions of the Bank Agreement or the Custody Agreement, if any, as to

registration and procedures for Bank Bonds during the effective period of the Liquidity Facility or Letter of Credit. Reinstatement of the Liquidity Facility or Letter of Credit, as applicable, shall also be a requirement of the transfer of any Bank Bonds if the Trustee does not hold the Bank Bonds pursuant to the Custody Agreement.

(b) Except as otherwise provided in the Bank Agreement or the Custody Agreement, if any, Tendered Bonds delivered as provided in this Section shall be registered in the manner directed by the purchaser thereof, except that Bank Bonds shall be registered in the name of the Bank, or its designee, and beneficial interests therein shall be transferred as provided in paragraph (a)(ii) above.

(c) The Trustee's Agent and the Remarketing Agent shall notify the Trustee in writing (which may be delivered by telecopy or electronically) no later than 10:30 a.m., Chicago time, on each day on which Tendered Bonds in the Daily Mode, and no later than 3:00 p.m., Chicago time, on the Business Day prior to the day on which Tendered Bonds in any other Interest Mode, are delivered or deemed delivered for purchase under Sections 401 through 406 hereof of the aggregate principal amount of Tendered Bonds to be purchased on such date. The Trustee shall take such actions as are necessary to draw or obtain funds under the Liquidity Facility in accordance with its terms to pay the Purchase Price of such Tendered Bonds (other than Bank Bonds and Series 2013 Variable Rate Bonds owned by the City) on such date; and, in connection with the Letter of Credit, shall make drawings thereunder (based upon the proceeds of sale by the Remarketing Agent actually delivered to the Trustee by 10:00 a.m. (for Tendered Bonds in any Interest Mode other than the Daily Mode) or 10:45 a.m. (for Tendered Bonds in the Daily Mode), Chicago time, on the date of purchase pursuant to paragraph (a)(i) of this Section) no later than 10:30 a.m. for Tendered Bonds in any Interest Mode other than the Daily Mode or 11:15 a.m. Chicago time for Tendered Bonds in the Daily Mode, on such date in order to obtain funds thereunder by no later than 1:15 p.m. Chicago time, on such date. Upon receipt of such funds, the Trustee shall immediately pay the tendering Holders the Purchase Price for their Series 2013 Variable Rate Bonds. If the Series 2013 Variable Rate Bonds are Outstanding in Subseries and there are two or more letters of credit related to such Subseries constituting the Letter of Credit for such Subseries, the Trustee shall draw on each Letter of Credit in proportion to the Tendered Bonds of such Subseries not remarketed. If surplus moneys from the Bank remain after the payment in full of all Tendered Bonds, the Trustee shall provide Immediate Notice to the Bank of the amount of funds made available by the Bank on such date which are not required for the payment of Tendered Bonds and shall immediately return such excess funds to the Bank.

(d) If sufficient moneys are on deposit with the Trustee or the Trustee's Agent to pay the applicable Purchase Price of any Tendered Bond, such Tendered Bond shall be deemed to have been purchased whether or not delivered by the Holder thereof on the date such Tendered Bond is to be purchased. If any such purchased Tendered Bond is not so delivered, the City shall execute, and the Trustee shall authenticate and deliver, a replacement Series 2013 Variable Rate Bond of like date, Maturity Date and denomination as the Tendered Bond and bearing a number not contemporaneously Outstanding.

(e) In the event the Remarketing Agent is unable to remarket the Tendered Bonds upon a tender thereof, and the Bank does not purchase the Tendered Bonds for any reason

whatsoever, the City may, but need not, purchase the Tendered Bonds. If the City does not purchase the Tendered Bonds, the Tendered Bonds shall remain Outstanding and shall continue to be owned by the Holders seeking to tender their Tendered Bonds. Such Tendered Bonds shall bear interest at the Failed Tender Rate until funds to purchase such Tendered Bonds are made available to such Holders, at which time such Holders shall be required to deliver such Tendered Bonds as if the failed purchase had not occurred. If such failed purchase occurs in connection with any Adjustment Date, such Tendered Bonds subject to the Adjustment Date shall remain Outstanding in the Interest Mode in which they had been and shall bear interest at the Failed Tender Rate as aforesaid.

Section 411. No Remarketing After Certain Defaults.

If no Liquidity Facility or Letter of Credit is in effect, there shall be no remarketing of Tendered Bonds unless consented to in writing by the City and the Remarketing Agent or unless no Liquidity Facility or Letter of Credit is required pursuant to Section 313 hereof, and if there shall have occurred and be continuing an Event of Default under the General Ordinance of which an authorized officer in the principal office of the Remarketing Agent or an authorized officer in the designated corporate trust office of the Trustee has actual knowledge, there shall be no remarketing of Tendered Bonds pursuant to Section 409 hereof unless consented to in writing by the City and the Remarketing Agent. In addition, when a Liquidity Facility is in effect, the Remarketing Agent shall be under no obligation to remarket Tendered Bonds upon the occurrence and continuance of a Special Default, Liquidity Facility Default or the wrongful failure by the Bank to honor a properly presented purchase notice under the Liquidity Facility.

Section 412. Limitations on Remarketing.

(a) Any Tendered Bond purchased pursuant to Sections 401 through 406 hereof from the date notice is given of redemption of such Tendered Bond through the date for such redemption, or from the date of notice of mandatory purchase of such Tendered Bond pursuant to Sections 402 through 406 hereof through the date for such mandatory purchase, shall not be remarketed except to a purchaser who has been notified at the time of such purchase of the requirement to deliver such Tendered Bond for redemption or purchase to the Trustee on the redemption or purchase date.

(b) Series 2013 Variable Rate Bonds acquired by, or on behalf of, the City may not be tendered for purchase pursuant to Sections 401 to 406 hereof. Tendered Bonds shall not be remarketed to the City. The requirement of the preceding sentence shall not apply to a purchase of Tendered Bonds when either (a) the Bank has failed to honor a properly presented and conforming drawing under the Letter of Credit then in effect or, if a Liquidity Facility is then in effect with respect to the Series 2013 Variable Rate Bonds, there is a Special Default thereunder, or (b) no Letter of Credit or Liquidity Facility is required to be in effect pursuant to this 2013 Series Ordinance. The Trustee shall not be required to monitor the actions of the Remarketing Agent to ensure that it will not remarket any Tendered Bonds to the City, and, for the purposes of Section 408(a)(i) hereof, the Trustee may, in the absence of actual notice to the contrary, assume that no funds furnished to the Trustee by the Remarketing Agent constitute proceeds of the remarketing of any Tendered Bonds to the City.

(c) Notwithstanding anything else herein to the contrary, in no event shall any Series 2013 Variable Rate Bond owned by the City be entitled to the benefit of the tender provisions hereof, and, consequently, in no event shall proceeds of a Letter of Credit or Liquidity Facility ever be applied to the payment of such Series 2013 Variable Rate Bonds owned by or on behalf of the City (and, as such, the Trustee shall make no drawings under a Letter of Credit or Liquidity Facility with respect thereto).

Article V

MODE CONVERSION

Section 501. Authority for and Conditions to Conversion to Adjustable Long Mode or Short Mode.

(a) It is not necessary that all of the Series 2013 Variable Rate Bonds operate in the same Interest Mode, or, within an Adjustable Long Mode or a Flexible Mode, the same Rate Period, at the same time, provided that any Subseries of Series 2013 Variable Rate Bonds supported by a Letter of Credit or a Liquidity Facility shall operate in the same Interest Mode. In connection with any conversion of the Series 2013 Variable Rate Bonds (or Subseries thereof) to another Interest Mode, on the applicable Adjustment Date two or more Subseries of the Series 2013 Variable Rate Bonds may be combined into one Subseries or divided into two or more Subseries, with such numerical designations as the City shall designate. The City may designate a different Interest Mode with respect to any Subseries of the Series 2013 Variable Rate Bonds during a Flexible Mode or one or more Adjustable Long Modes on any Rate Change Date, and during a Daily Mode, a Weekly Mode or a Bank Purchase Mode on any Business Day, upon compliance with this Section. The City may select such subsequent Interest Mode and, within an Adjustable Long Mode or a Flexible Mode, the Remarketing Agent may designate such Rate Periods from time to time, upon the written request of the City, as will, in its judgment, result in the lowest aggregate cost being payable by the City with respect to the Series 2013 Variable Rate Bonds bearing interest at a Flexible Rate or an Adjustable Long Rate, as the case may be, taking into account interest and any other determinable fees and expenses, and taking into account any Qualified Swap Agreement relating to such Series 2013 Variable Rate Bonds. The City may establish different Interest Modes and, within an Adjustable Long Mode or a Flexible Mode, the Remarketing Agent may from time to time, upon the written request of the City, establish different Rate Periods, for Series 2013 Variable Rate Bonds on the same Adjustment Date in order to achieve an average duration of Rate Periods that, in the judgment of the Remarketing Agent, is most likely to achieve the lowest total aggregate cost being payable by the City with respect to the Series 2013 Variable Rate Bonds, taking into account interest and any other determinable fees and expenses, and taking into account any Qualified Swap Agreement relating to such Series 2013 Variable Rate Bonds. The Remarketing Agent's determination shall be based upon the market for and the relative yields of the Series 2013 Variable Rate Bonds and other securities that bear interest at a variable rate or at fixed rates that, in the judgment of the Remarketing Agent, are otherwise comparable to the Series 2013 Variable Rate Bonds, or any fact or circumstance relating to the Series 2013 Variable Rate Bonds or affecting the market for the Series 2013 Variable Rate Bonds, or affecting such other comparable securities, in a manner that, in the judgment of the Remarketing Agent, will affect the market for the Series 2013 Variable Rate Bonds. The Remarketing Agent,

in its discretion, may consider such information and resources as it deems appropriate in making the determinations required by this Section, but the Remarketing Agent's determination shall be based solely upon the Remarketing Agent's judgment, and the Remarketing Agent's determination shall be conclusive and binding upon all parties. The foregoing notwithstanding, the City may select any Interest Mode and, within an Adjustable Long Mode or a Flexible Mode, the Remarketing Agent may designate any Rate Period which does not meet the foregoing standards if the conditions of Section 501(h)(ii) hereof are satisfied. The City shall select such a principal amount of Series 2013 Variable Rate Bonds for conversion from one Interest Mode to another as will allow Series 2013 Variable Rate Bonds after conversion to be sold in the minimum Authorized Denominations applicable to such Interest Mode; *provided, however*, that if the Series 2013 Variable Rate Bonds or a Subseries thereof is bearing interest at a Bank Purchase Rate, then the City shall not convert less than the entire principal amount of such Series 2013 Variable Rate Bonds or a Subseries thereof, as applicable, to a new Interest Mode. Notwithstanding anything herein to the contrary, no conversion of all or any portion of the Series 2013 Variable Rate Bonds may occur unless, concurrently with the City's written notice in (b) below, an Opinion of Bond Counsel is delivered to the Trustee to the effect that such conversion will not adversely affect the exclusion from gross income for federal income tax purposes to which interest on the Series 2013 Bonds would otherwise be entitled. If there is an attempt to convert the Series 2013 Variable Rate Bonds into an Interest Mode not covered by the Letter of Credit and the remarketing of the Series 2013 Variable Rate Bonds in the new Interest Mode fails for any reason, such conversion shall not be effective and the Series 2013 Variable Rate Bonds shall remain in the Interest Mode they were in prior to the attempted conversion.

(b) The City shall evidence each election that the Series 2013 Variable Rate Bonds shall bear interest at a new Bank Purchase Rate and each designation of a subsequent Interest Mode and Adjustment Date for Series 2013 Variable Rate Bonds pursuant to Section 501(a) hereof by giving written notice to the Trustee, the Trustee's Agent, the Remarketing Agent, the Bank and each Rating Agency then maintaining a rating on the Series 2013 Variable Rate Bonds, which written notice shall be sent by the City to each such party not less than 20 days prior to the Adjustment Date with respect to the new Adjustment Period, specifying (i) the new Bank Purchase Rate or the Interest Mode or Modes in which such Series 2013 Variable Rate Bonds shall operate during such Adjustment Period and the commencement date of such new Bank Purchase Rate or Adjustment Period, and (ii) if such Interest Mode is to be an Adjustable Long Mode or Flexible Mode, the duration of such Adjustment Period for each Series 2013 Variable Rate Bond affected thereby, the Rate Determination Date or Dates, the Rate Change Date or Dates therefor and the applicable optional redemption provisions determined in accordance with Section 315(b)(ii) hereof, *provided, however*, that (i) if such Adjustment Period is an Adjustable Long Mode or a Flexible Mode, the first day following each Rate Period therein shall be a Business Day, and (ii) prior to the effective date of the new Bank Purchase Rate, the Trustee must have received a copy of the written consent of the applicable Purchaser to such change. In addition, the Letter of Credit, or if applicable, the Liquidity Facility must provide an Interest Coverage Rate and number of days of interest coverage after the Adjustment Date satisfactory to any Rating Agency, if any, then maintaining a rating on the Series 2013 Variable Rate Bonds to continue its rating, if any, unless no Letter of Credit or Liquidity Facility is required pursuant to this 2013 Series Ordinance. The Trustee shall not draw on the Liquidity Facility or Letter of

Credit with respect to any Series 2013 Variable Rate Bonds of a Subseries that have been converted to an Interest Mode not covered by the Liquidity Facility or Letter of Credit.

(c) In connection with a conversion of a Subseries of Series 2013 Variable Rate Bonds to the Bank Purchase Mode or the establishment of a new Bank Purchase Rate Period after a prior Bank Purchase Rate Period, (a) the City shall establish and provide written notice to the Trustee of the following at least 20 days prior to any Adjustment Date: (i) whether such Bank Purchase Rate Period shall be a LIBOR Index Rate Period or a SIFMA Index Rate Period and (ii) the Special Mandatory Tender Date for such Bank Purchase Rate Period, and (b) the Bank Purchase Rate Pricing Agent shall establish and provide written notice to the City and the Trustee (i) if such Bank Purchase Rate Period is to be a LIBOR Index Rate Period, the Applicable Factor, and (ii) the Applicable Spread, in each case such that the applicable Bank Purchase Rate shall be the rate of interest per annum (based upon its examination of tax-exempt or taxable obligations comparable, in the judgment of the Bank Purchase Pricing Agent, to the Series 2013 Variable Rate Bonds of such Subseries and known to the Bank Purchase Rate Pricing Agent to have been priced or traded under then prevailing market conditions) to be the minimum interest rate at which a person will agree to purchase such Subseries on the effective date of the Bank Purchase Rate Period at a price (without regard to accrued interest) equal to the principal amount thereof. The Bank Purchase Rate Pricing Agent shall use its best efforts to remarket the Series 2013 Variable Rate Bonds of such Subseries at par with a LIBOR Index Rate or SIFMA Index Rate, as applicable, upon the Special Mandatory Tender Date. Such remarketing shall determine the Bank Purchase Rate for each Bank Purchase Rate Period and shall reasonably be expected to measure contemporaneous variations in the cost of newly-borrowed funds. The Calculation Agent or the City (or a financial advisor appointed by the City) may perform the duties of the Bank Purchase Rate Pricing Agent provided for in this subsection upon delivery of an Opinion of Bond Counsel to the Trustee to the effect that such performance (i) is authorized or permitted by this 2013 Series Ordinance, (ii) will not have an adverse effect on the validity or enforceability of any Series 2013 Bond, and (iii) will not adversely affect the exclusion from gross income for federal income tax purposes to which interest on the Series 2013 Bonds would otherwise be entitled.

(d) No later than 10:00 a.m., Chicago time, on an Adjustment Date which is the first day of a Flexible Mode, the Remarketing Agent shall give telephonic or electronic notice (confirmed by telecopy) to the City, the Bank and the Trustee of (i) the initial Rate Period and initial Flexible Rate to be borne by each Series 2013 Variable Rate Bond designated to operate in a Flexible Mode, and (ii) the Rate Change Date which immediately succeeds such initial Rate Period. No later than 9:30 a.m., Chicago time, on an Adjustment Date which is the first day of a Daily Mode, the Remarketing Agent shall give telephonic or electronic notice (confirmed by telecopy) to the City, the Bank and the Trustee of the initial Daily Rate to be borne by the Series 2013 Variable Rate Bonds designated to operate in a Daily Mode. No later than 10:00 a.m., Chicago time, on the Rate Determination Date preceding an Adjustment Date which is the first day of a Weekly Mode, the Remarketing Agent shall give telephonic or electronic notice (confirmed by telecopy) to the City, the Bank and the Trustee of the initial Weekly Rate to be borne by the Series 2013 Variable Rate Bonds designated to operate in a Weekly Mode. No later than 10:00 a.m., Chicago time, on the Rate Determination Date preceding an Adjustment Date which is the first day of an Adjustable Long Mode, the Remarketing Agent shall give telephonic or electronic notice (confirmed by telecopy) to the Trustee, the Bank and the City of

the initial Adjustable Long Rate to be borne by each Series 2013 Variable Rate Bond designated to operate in an Adjustable Long Mode.

(e) If the City shall designate a Short Mode for any Series 2013 Variable Rate Bond which had been operating in an Adjustable Long Mode, or if the City shall designate an Adjustable Long Mode or Fixed Mode for any Series 2013 Variable Rate Bond which had been operating in a Short Mode, the City shall cause to be delivered to the Trustee, the Trustee's Agent, the Bank and the Remarketing Agent, concurrently with the notice described in (b) above, an Opinion of Bond Counsel to the effect that such designation (i) is authorized or permitted by this 2013 Series Ordinance, (ii) will not have an adverse effect on the validity or enforceability of any Series 2013 Bond, and (iii) will not adversely affect the exclusion from gross income for federal income tax purposes to which interest on the Series 2013 Bonds would otherwise be entitled. If an Opinion of Bond Counsel is required to be delivered together with the notice, the conversion contemplated by such opinion and notice shall not become effective unless prior to 11:00 a.m., Chicago time, on the applicable Adjustment Date the Trustee shall have received an Opinion of Bond Counsel, dated the Adjustment Date, reaffirming the conclusions of the opinion accompanying the notice delivered as above required.

(f) In the event (i) the City does not specify a new Interest Mode for the Series 2013 Variable Rate Bonds or the Remarketing Agent does not determine the interest rate applicable to the initial Rate Period during a new Interest Mode with respect to any Series 2013 Variable Rate Bond all as provided in Section 501(a) hereof, or (ii) an Opinion of Bond Counsel required by Section 501(e) hereof is not delivered or reaffirmed on the applicable Adjustment Date, the immediately succeeding Interest Mode with respect to the Series 2013 Variable Rate Bonds in the Interest Mode then ending shall be (a) a Daily Mode if the preceding Interest Mode was a Short Mode, with a Daily Rate established by the Remarketing Agent, or if the Remarketing Agent fails to set such Daily Rate, such Daily Rate shall be equal to the SIFMA Swap Index or (b) an Adjustable Long Mode with an Adjustment Period of 367 days if the preceding Interest Mode was an Adjustable Long Mode, with an Adjustable Long Rate established by the Remarketing Agent, or, if the Remarketing Agent fails to set such rate, such Adjustable Long Rate shall equal 90% of the interest rate on United States Treasury obligations with a maturity of one year.

(g) (i) Upon receipt of notice from the City as provided in Section 501(b) hereof, the Trustee, at least 15 days prior to each succeeding Adjustment Date, shall give the Immediate Notice described in Section 406 hereof to each Holder of Series 2013 Variable Rate Bonds thereby affected bearing interest at a Daily Rate or a Weekly Rate of the mandatory tender for purchase of the affected Series 2013 Variable Rate Bonds on the Adjustment Date.

(ii) Upon receipt of notice from the City as provided in Section 501(b) hereof that the Series 2013 Variable Rate Bonds of a Subseries are to be converted to a Bank Purchase Rate Period, the Trustee, at least 10 days prior the Adjustment Date, shall give immediate notice to each Holder thereby affected of the mandatory tender for purchase of the affected Series 2013 Variable Rate Bonds on the Adjustment Date. Such notice shall state (a) that the affected Series 2013 Variable Rate Bonds shall bear interest at the Bank Purchase Rate unless the City rescinds its election to convert the interest rate to a Bank Purchase Rate as provided below; (b) the proposed effective date of the Bank

Purchase Rate; and (c) that the affected Series 2013 Variable Rate Bonds are subject to mandatory tender for purchase on the proposed effective date of the Bank Purchase Rate and setting forth the Purchase Price and the place of delivery for purchase of such affected Series 2013 Variable Rate Bonds.

The City shall have the right to elect to rescind a conversion to a Bank Purchase Rate Period and to provide a notice of conversion pursuant to the preceding paragraph that is conditional. If the City elects to rescind a conversion to a Bank Purchase Rate Period or the conditions to convert a Subseries of the Series 2013 Variable Rate Bonds are not satisfied, then the Interest Period that shall commence on the mandatory purchase of such Subseries of the Series 2013 Variable Rate Bonds on the Bank Purchase Conversion Date specified in the notice delivered to Holders shall, automatically and without further action hereunder, be a Weekly Interest Rate Period and if a rate is not determined, the Weekly Interest Rate shall be equal to the SIFMA Index. If a conversion of a Subseries of the Series 2013 Variable Rate Bonds to a new Bank Purchase Rate Period from a previous Bank Purchase Rate Period is scheduled prior to a related Special Mandatory Tender Date and such conversion fails to occur or is rescinded, then there shall be no mandatory tender on such proposed Bank Purchase Conversion Date and such Subseries of the Series 2013 Variable Rate Bonds shall continue to bear interest at the Bank Purchase Rate previously in effect.

(h) Any designation pursuant to Section 501(a) hereof of a subsequent Adjustment Period shall be accompanied by (i) a written statement from the Remarketing Agent, addressed to the City, the Bank and the Trustee, to the effect that the Remarketing Agent has determined that such change satisfies the standards provided in Section 501(a) hereof, and (ii) an approval in writing of such change by an Authorized Officer together with an Opinion of Bond Counsel to the effect that such approval will not adversely affect the exclusion from gross income for federal income tax purposes to which interest on the Series 2013 Variable Rate Bonds would otherwise be entitled.

(i) Unless neither a Letter of Credit nor a Liquidity Facility is required under this 2013 Series Ordinance, no conversion of Interest Modes shall be effective unless the City has certified to the Trustee that the Letter of Credit or Liquidity Facility, as applicable, in effect (or to be in effect) on and after such Interest Mode conversion permits requests to be made and funds to be made available to the Trustee's Agent so the Trustee's Agent can comply with Section 408 hereof in a timely manner.

(j) In connection with any conversion of a Series or one or more Subseries of the Series 2013 Variable Rate Bonds to another Interest Mode, the delivery of a Substitute Credit Support Instrument or any other event resulting in a mandatory tender pursuant to Article IV on the Applicable Adjustment Date, Credit Substitution Date or mandatory tender date a Series or one or more Subseries may be divided into two or more Subseries. The City in its notice pursuant to this Section shall specify the Subseries by such numerical designations as it chooses and the principal amount of each Subseries. The Remarketing Agent shall apply for separate CUSIP numbers for each such Subseries. Such Subseries shall remain in effect until the next Adjustment Date, Credit Substitution Date or mandatory tender date, upon which the City may select a different Subseries structure; if the City fails to select a different Subseries structure on

an Adjustment Date, Credit Substitution Date or mandatory tender date, the then existing Subseries structure shall continue. Whenever there are Subseries, all references herein to a "Series" with respect to transfers, exchanges, Interest Modes, interest rates, credit providers, remarketing agents, Adjustment Dates or other characteristics of a Series shall be deemed to be references to each Subseries.

Section 502. Designation of Substitute Adjustment Date.

(a) The City may designate a Substitute Adjustment Date (i) for any Bank Bonds with Bank Approval, on any Business Day, and (ii) for any Series 2013 Variable Rate Bonds in an Adjustable Long Mode, on any Business Day on which such Series 2013 Variable Rate Bonds can be optionally redeemed at a price of par plus accrued interest as set forth in Section 315(b)(ii) hereof. The Substitute Adjustment Date shall be the next succeeding Adjustment Date for such Series 2013 Variable Rate Bonds for all purposes of this 2013 Series Ordinance.

(b) The City shall evidence each such designation of a Substitute Adjustment Date by giving written notice to the Remarketing Agent, the Bank and the Trustee, which written notice shall be received by the Remarketing Agent and the Trustee not less than one day prior to each such Substitute Adjustment Date for Bank Bonds and not less than 20 days prior to each Substitute Adjustment Date for Series 2013 Variable Rate Bonds in an Adjustable Long Mode, specifying (i) the Interest Mode in which such Series 2013 Variable Rate Bonds shall operate commencing with such Substitute Adjustment Date, and (ii) if such Adjustment Period is to be an Adjustable Long Mode, the duration of the immediately succeeding Adjustment Period for each Series 2013 Variable Rate Bond affected thereby, the Rate Periods therein, the Rate Change Dates and Rate Determination Dates therefor, and the applicable optional redemption provisions determined in accordance with Section 315(b)(ii) hereof; *provided, however*, that clauses (a) and (b) of the proviso of Section 501(b) hereof shall apply to the designation by the City of a Substitute Adjustment Date and the selection of the Rate Change Date or Dates applicable thereto. In addition, if the succeeding Adjustment Period is to be an Adjustable Long Mode, the Remarketing Agent shall give telephonic or electronic notice (confirmed by telecopy) to the Trustee no later than 10:00 a.m., Chicago time, on the Business Day immediately preceding the Substitute Adjustment Date, specifying the interest rate which will be effective commencing on such Substitute Adjustment Date. If the succeeding Adjustment Period is to be a Flexible Mode, the Remarketing Agent shall give telephonic or electronic notice (confirmed by telecopy) to the Trustee, no later than 10:00 a.m., Chicago time, on the Adjustment Date which is the first day of a Flexible Mode, of (i) the duration of the initial Rate Periods during such Flexible Mode and the initial Flexible Rates to be borne by the Series 2013 Variable Rate Bonds designated to operate in a Flexible Mode during such Rate Periods, and (ii) the Rate Change Dates upon which such Rate Periods shall terminate. If the succeeding Adjustment Period is to be a Weekly Mode, the Remarketing Agent shall give telephonic or electronic notice (confirmed by telecopy) to the City and the Trustee, no later than 10:00 a.m., Chicago time, on the Business Day immediately preceding the Substitute Adjustment Date, specifying the interest rate which will be effective commencing on such Substitute Adjustment Date. If the succeeding Adjustment Period is to be a Daily Mode, the Remarketing Agent shall give telephonic or electronic notice (confirmed by telecopy) to the Trustee, no later than 9:30 a.m., Chicago time, on the Substitute Adjustment Date which is the first day of a Daily Mode, of the initial Daily Rate to be borne by the

Series 2013 Variable Rate Bonds designated to operate in a Daily Mode during such Rate Period. If the succeeding Adjustment Period is to be a Fixed Mode, the City shall satisfy the requirements of Section 503 hereof.

(c) If the City shall designate a Substitute Adjustment Date for any Series 2013 Variable Rate Bonds, it shall cause to be delivered to the Trustee, the Remarketing Agent and the Bank, concurrently with the notice described in (b) above, and no such designation of a Substitute Adjustment Date shall take effect without, an Opinion of Bond Counsel to the effect that the designation of such Substitute Adjustment Date (i) is authorized or permitted by this 2013 Series Ordinance, (ii) will not have an adverse effect on the validity or enforceability of any Series 2013 Bond and (iii) will not adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Series 2013 Bonds. The Substitute Adjustment Date shall not be effective unless prior to 10:00 a.m., Chicago time, on the Substitute Adjustment Date, the Trustee shall have received an opinion of Bond Counsel, dated such Adjustment Date, reaffirming the conclusions of the opinion accompanying the notice delivered as above required.

(d) Any designation by the City pursuant to Section 502(a) of a Substitute Adjustment Date shall be accompanied by (i) a written statement from the Remarketing Agent, addressed to the City, the Bank, and the Trustee, to the effect that the Remarketing Agent has determined that such change satisfies the standards provided in Section 501(a) hereof, or (ii) an Opinion of Bond Counsel to the effect that such approval is not required for the continued validity and enforceability of the Series 2013 Bonds in accordance with their terms, and that such change will not adversely affect the exclusion from gross income for federal income tax purposes to which interest on the Series 2013 Bonds would otherwise be entitled.

Section 503. Authority for and Conditions to Conversion to Fixed Rate.

(a) On any Rate Change Date during a Flexible Mode or an Adjustable Long Mode, or on any Business Day during a Daily Mode, a Weekly Mode or a Bank Purchase Mode, or at any time with respect to Bank Bonds in connection with their remarketing, the interest rate to be borne by all or any portion of such Series 2013 Variable Rate Bonds shall be converted to a Fixed Rate, and such Series 2013 Variable Rate Bonds so converted shall thereafter bear interest at such Fixed Rate until payment of the principal or Redemption Price thereof shall have been made or provided for in accordance with the provisions hereof, whether at the Maturity Date, upon redemption or otherwise, upon receipt by the Trustee of (i) a direction from an Authorized Officer specifying a Fixed Rate Conversion Date and the principal amount of Series 2013 Variable Rate Bonds to be converted, (ii) a firm underwriting or purchase contract from a recognized firm of bond underwriters or recognized institutional investors to underwrite or purchase all Series 2013 Variable Rate Bonds which are to be converted on such Fixed Rate Conversion Date at a price of 100 percent of the principal amount thereof, and (iii) an Opinion of Bond Counsel addressed to the City, the Bank and the Trustee to the effect that such conversion (a) is authorized or permitted by this 2013 Series Ordinance, (b) will not have an adverse effect on the validity or enforceability of any Series 2013 Bond, and (c) will not adversely affect the exclusion from gross income for federal income tax purposes to which interest on the Series 2013 Bonds would otherwise be entitled, all of which direction, certificates, contract and opinion shall be received not less than 20 days prior to the Fixed Rate Conversion Date. In addition, not later than the 20th day prior to the Fixed Rate Conversion Date, the Trustee must

have received written evidence from each Rating Agency then maintaining a rating on the Series 2013 Variable Rate Bonds that the then-current long-term rating on the Series 2013 Variable Rate Bonds will not be reduced or withdrawn due to the conversion of the Series 2013 Variable Rate Bonds to the Fixed Rate, and that the short-term rating on the Series 2013 Variable Rate Bonds not being converted will not be reduced or withdrawn due to a partial Fixed Rate Conversion. The Fixed Rate Conversion of the interest rate borne by Series 2013 Variable Rate Bonds pursuant to this Section shall not become effective unless prior to 10:00 a.m., Chicago time, on the applicable Fixed Rate Conversion Date the Trustee and the Bank shall have received an Opinion of Bond Counsel, dated the Fixed Rate Conversion Date, reaffirming the conclusions of the opinion accompanying the written direction of the City delivered as above required. Any conversion of the Series 2013 Variable Rate Bonds to the Fixed Rate shall be subject to the last sentence of Section 501(a) hereof.

When a Liquidity Facility is in effect or was in effect when Series 2013 Variable Rate Bonds become Bank Bonds, the Authorized Officer shall be required to give Immediate Notice of the foregoing direction to the Trustee (i) upon failure of the Bank to purchase Series 2013 Variable Rate Bonds in accordance with the terms of the Bank Agreement; (ii) upon expiration or termination of the Liquidity Facility with no substitution therefor (except pursuant to Section 313 hereof); (iii) if Series 2013 Variable Rate Bonds are held as Bank Bonds for 180 days; or (iv) if the City fails to replace the Liquidity Facility when required. When a Letter of Credit is or was in effect, the Authorized Officer shall be required to give Immediate Notice of the foregoing direction to the Trustee if (i) not later than 45 days prior to the Stated Expiration Date, there has been no renewal or replacement of such Letter of Credit and after the Stated Expiration Date the Series 2013 Variable Rate Bonds are required to have the benefit of a Letter of Credit pursuant to Section 311 hereof, or (ii) within 180 days after the occurrence of a default under the Bank Agreement resulting in the Letter of Credit being terminated, an Alternate Letter of Credit has not become effective.

(b) At least 15 days prior to the Fixed Rate Conversion Date, the Trustee shall give or cause the Remarketing Agent to give written notice of such election by the City to DTC and to the Holders of all Series 2013 Variable Rate Bonds to be converted bearing interest at a Daily Rate, a Weekly Rate or a Bank Purchase Rate, which notice shall state (i) the Fixed Rate Conversion Date, and (ii) that such Series 2013 Variable Rate Bonds shall be subject to mandatory purchase on such Fixed Rate Conversion Date. The Trustee shall give written notice by first class mail to the Remarketing Agent and the Bank of the foregoing information.

(c) The Trustee, at the direction of the City, shall deliver replacement Series 2013 Variable Rate Bonds bearing the Fixed Rate for converted Series 2013 Variable Rate Bonds surrendered or deemed surrendered by the Holders thereof. Any such replacement Series 2013 Variable Rate Bonds shall be executed and authenticated as provided in the General Ordinance; *provided, however*, that unless the form of the Series 2013 Variable Rate Bonds is revised pursuant to Section 304 hereof, the Trustee shall affix a legend on the face of each Series 2013 Variable Rate Bond authenticated on or after the Fixed Rate Conversion Date therefor in substantially the following form:

This Series 2013 Bond bears interest at the Fixed Rate, as defined
in this Series 2013 Bond, of _____ percent per annum from and

after _____. This Series 2013 Bond is not secured by a Letter of Credit or a Liquidity Facility. This Series 2013 Bond matures on _____.

(d) From the date notice of the proposed establishment of a Fixed Rate with respect to any Series 2013 Variable Rate Bond is received by the Trustee as provided in subsection (a) of this Section 503 through the Fixed Rate Conversion Date therefor, such Series 2013 Variable Rate Bond shall not be remarketed by the Remarketing Agent except to a buyer who is notified in writing of the mandatory purchase of such Series 2013 Variable Rate Bond on such Fixed Rate Conversion Date.

(e) No Liquidity Facility or Letter of Credit is required for Series 2013 Variable Rate Bonds bearing interest at a Fixed Rate, so the amount of the Liquidity Facility or Letter of Credit, if any, shall be reduced on or after the Fixed Rate Conversion Date with respect to such Series 2013 Variable Rate Bonds subject to a Fixed Rate Conversion as provided in the Liquidity Facility or Letter of Credit, as applicable.

(f) If the conversion of the interest rate on any Series 2013 Variable Rate Bond does not occur for any reason, including in the event that any condition precedent to the conversion shall not occur, (i) such Series 2013 Variable Rate Bond shall bear interest from and after the proposed Fixed Rate Conversion Date in the same Interest Mode as the Interest Mode applicable to such Series 2013 Variable Rate Bond prior to the proposed Fixed Rate Conversion Date, at the interest rate calculated in the manner set forth in Section 303, and, in the case of an Adjustable Long Mode, for a Rate Period of 367 days, and in the case of a Flexible Mode, for a Rate Period of seven days, (ii) if such conversion is being undertaken pursuant to Section 503(a) hereof, the City shall direct the Remarketing Agent to continue to seek to effect such conversion no less frequently than every seven days, and (iii) the City will cause there to be in full force and effect a Liquidity Facility or Letter of Credit providing an Interest Coverage Rate, and number of days of interest coverage, satisfactory to each Rating Agency then maintaining a rating on the Series 2013 Variable Rate Bonds to continue its rating, if any, unless no Liquidity Facility or Letter of Credit is required pursuant to Section 313 hereof.

(g) In the event of a conversion of less than all of the Series 2013 Variable Rate Bonds to the Fixed Mode, Bank Bonds shall be converted first.

(h) The determination of the Fixed Rate for any Series 2013 Variable Rate Bonds shall be conclusive and binding upon the Holders of such Series 2013 Variable Rate Bonds, the City, and the Trustee.

Section 504. Effect of Notices.

Any notice mailed as provided herein shall be conclusively presumed to have been given, whether or not the Holders of the Series 2013 Variable Rate Bonds receive the same.

Section 505. Adjustment of Times Established.

The times set forth in Article III, Article IV, Article V and Article VII of this 2013 Series Ordinance may be adjusted and changed as agreed to by the Trustee, the Bank, the Purchaser, the Remarketing Agent and the City, as applicable, pursuant to a separate written agreement by and between the Trustee, the Bank, the Purchaser, the Remarketing Agent and the City, as applicable. The City Council of the City authorizes the Comptroller, the Chief Financial Officer or any Authorized Officer to execute and deliver any such separate written agreement by and between the Trustee, the Bank, the Purchaser or the Remarketing Agent, as applicable, as may be necessary or desirable pursuant to this Section 505.

Section 506. Mode Conversion Certificate.

In connection with any conversion of the Series 2013 Variable Rate Bonds (or Subseries thereof) to another Interest Mode, in addition to the applicable requirements from Sections 501 through 503 above, an Authorized Officer is authorized to make such determinations and take such actions in the best interests of the City to effectuate an Interest Mode conversion, the terms of which will be set forth in a Mode Conversion Certificate setting forth the revised terms of the Series 2013 Variable Rate Bonds to take effect in connection with the change in Interest Mode including, but not limited to, the interest rate or rates on the Series 2013 Bonds that bear interest payable currently, or, in the case of Series 2013 Variable Rate Bonds, a description of the method of determining the interest rate to be borne by such Series 2013 Variable Rate Bonds from time to time, the yield to maturity of any capital appreciation bonds, the numbering of the Series 2013 Variable Rate Bonds, the redemption terms for the Series 2013 Variable Rate Bonds, findings with respect to and the identity of any providers of Credit Support Instruments, Reserve Fund Credit Instruments, and Interest Rate Hedge Agreements for the Series 2013 Variable Rate Bonds, findings with respect to and the identity of any providers of Interest Rate Hedge Agreements for Outstanding Bonds identified in the Mode Conversion Certificate for which such agreements are permitted under the General Ordinance, the identity of any remarketing agent or tender agent to be retained in connection with the new Interest Mode for any Series 2013 Variable Rate Bonds (or Subseries thereof), and such other terms as are identified in this 2013 Series Ordinance to be included in the Mode Conversion Certificate.

Article VI

**DISPOSITION OF THE PROCEEDS OF THE SERIES 2013 BONDS AND THE TIFIA BOND(S);
ACCOUNTS; DEBT SERVICE RESERVE FUND AND DEBT SERVICE FUND DEPOSITS**

Section 601. Disposition of Proceeds of the Series 2013 Bonds and the TIFIA Bond(s).

In the Series 2013 Determination Certificate, the Authorized Officer shall determine the disposition of proceeds of sale of the Series 2013 Bonds. The Authorized Officer shall specify (i) the amount to be deposited into the Debt Service Fund as provided in Section 603 hereof, including any amounts to be used to pay capitalized interest on the Series 2013 Bonds or the TIFIA Bond(s), (ii) the amount of Costs of Issuance to be paid in connection with the issuance and delivery of Additional Bonds issued under this 2013 Series Ordinance, (iii) the amounts, if

any, to be deposited in the Series 2013 Debt Service Reserve Account and the TIFIA Debt Service Reserve Account as provided in Section 605 hereof, (iv) the amount to be deposited in a separate account or separate accounts established under the Escrow Deposit Agreements to effect the refunding of the Refunded Bonds, and (v) the amount to be deposited into the Series 2013 Project Account established in Section 602 hereof. All amounts received upon the sale of the Series 2013 Bonds are appropriated for the purposes specified in Section 202 hereof and in this Article.

In the TIFIA Loan Agreement, the Authorized Officer executing the same shall determine the disposition of proceeds of the TIFIA Bond(s). Such Authorized Officer shall specify (i) the amount, if any, to be deposited into the TIFIA Bond(s) Account as provided in Section 603 hereof, including any amounts to be used to pay capitalized interest on the TIFIA Bond(s), (ii) the amount, if any, to be paid in connection with the issuance and delivery of the TIFIA Bond(s), (iii) the amount, if any, to be deposited in the TIFIA Debt Service Reserve Account as provided in Section 605 hereof, and (iv) the amount to be used for the purposes of paying costs of or relating to the Riverwalk Expansion Project. All amounts received in connection with the execution and delivery of the TIFIA Loan Agreement and the TIFIA Bond(s) are appropriated for the purposes specified in Section 202 hereof, in this Article and in the TIFIA Loan Agreement.

Section 602. Series 2013 Project Account.

There is created a separate account in the Project Fund and designated as the "Series 2013 Project Account" (the "**Series 2013 Project Account**"). All funds in the Series 2013 Project Account shall be held by the City and shall be paid out on the order of an Authorized Officer for the purposes of (i) paying costs of Project Purposes, (ii) paying the Costs of Issuance of Additional Bonds issued under this 2013 Series Ordinance, and/or (iii) making a deposit to the TIFIA Debt Service Reserve Account.

Within 60 days after (i) completion of the Project Purposes the acquisition and construction of which was financed through the issuance of the Series 2013 Bonds, as evidenced by a certificate of the City Comptroller filed with the Trustee (if the Series 2013 Project is then held by the Trustee) or the City Treasurer (if such Account is then held by the City), and (ii) the payment of all costs with respect to those Project Purposes, any funds remaining in the Series 2013 Project Account shall be transferred by the City (or if such Account is then held by the Trustee, by the Trustee at the direction of the City) either to the Series 2013 Debt Service Reserve Account or, if such account is fully funded, at the direction of the City either to the Series 2013 Bonds Account in the Debt Service Fund or to any other Account in the Debt Service Fund.

Section 603. Series 2013 Bonds Account; TIFIA Bond(s) Account; Deposit Requirements.

(a) There is established as separate accounts in the Debt Service Fund, a Series 2013 Bonds Account (the "**Series 2013 Bonds Account**"), a Series 2013 Letter of Credit Account (the "**Series 2013 Letter of Credit Account**") to relate solely to the Series 2013 Bonds and a TIFIA Bond(s) Account (the "**TIFIA Bond(s) Account**") to relate solely to the TIFIA Bond(s). The

Series 2013 Bonds Account shall be used to pay the principal and Redemption Price of and the interest on the Series 2013 Bonds, all pursuant to the General Ordinance and this 2013 Series Ordinance. The TIFIA Bond(s) Account shall be used to pay the principal and Redemption Price of and the interest on the TIFIA Bond(s), all pursuant to the General Ordinance, this 2013 Series Ordinance and the TIFIA Loan Agreement. All moneys drawn by the Trustee under a Letter of Credit pursuant to Article III hereof shall be held uninvested and applied in accordance with Section 312 hereof.

(b) All accrued interest received upon the issuance of the Series 2013 Bonds shall be deposited in the Debt Service Fund to the credit of the Series 2013 Bonds Account and applied to the payment of the first interest falling due on the Series 2013 Bonds.

(c) Any capitalized interest received in connection with the Series 2013 Bonds upon the issuance of the Series 2013 Bonds shall be deposited in the Debt Service Fund to the credit of the Series 2013 Bonds Account and applied as provided in the Series 2013 Determination Certificate.

(d) Any capitalized interest received in connection with the TIFIA Bond(s) upon the issuance of the Series 2013 Bonds shall be deposited in the Debt Service Fund to the credit of the TIFIA Bond(s) Account and applied as provided in the TIFIA Loan Agreement.

(e) Any accrued interest received upon the issuance of the TIFIA Bond(s) shall be deposited in the Debt Service Fund to the credit of the TIFIA Bond(s) Account and applied to the payment of the first interest falling due on the TIFIA Bond(s) or as otherwise provided in the TIFIA Loan Agreement.

(f) Any capitalized interest received in connection with the TIFIA Bond(s) upon the issuance of the TIFIA Bond(s) shall be deposited in the Debt Service Fund to the credit of the TIFIA Bond(s) Account and applied as provided in the TIFIA Loan Agreement.

(g) The following monthly deposit requirements to the Series 2013 Bonds Account for interest on the Series 2013 Bonds (other than interest on Series 2013 Variable Rate Bonds) are established:

(i) For each month prior to the first interest payment date, the City shall deposit into the Series 2013 Bonds Account of the Debt Service Fund an amount equal to the amount of interest coming due on the first interest payment date (minus the amount of accrued interest deposited in the Debt Service Fund upon the issuance and delivery of the Series 2013 Bonds) multiplied by a fraction, the numerator of which shall be one (1) and the denominator of which shall equal the number of full calendar months between the date of delivery of the Series 2013 Bonds and the first interest payment date for the Series 2013 Bonds minus one (1) (*provided, however*, that the denominator may not be less than one), until the full amount of the interest payment is on hand.

(ii) For each month beginning on the first day of the month in which the first interest payment date occurs, the City shall deposit into the Series 2013 Bonds Account

of the Debt Service Fund an amount equal to one-fifth of the interest coming due on the next interest payment date until the full amount of the interest payment is on hand.

(h) The monthly deposit requirements for interest with respect to Series 2013 Variable Rate Bonds shall be a percentage as established in the Series 2013 Determination Certificate or Mode Conversion Certificate, as applicable (not less than 100%) of the Interest Requirement.

(i) The following monthly deposit requirements for principal with respect to the Series 2013 Bonds Account are established for the Series 2013 Bonds:

(i) If the number of full calendar months between the date of delivery of the Series 2013 Bonds and the first principal or mandatory sinking fund payment date is less than twelve, for each full calendar month prior to the first principal or mandatory sinking fund payment date, the City shall deposit into the Series 2013 Bonds Account of the Debt Service Fund an amount equal to the amount of principal coming due on the first principal payment date multiplied by a fraction, the numerator of which shall be one (1) and the denominator of which shall equal the number of full calendar months between the date of delivery of the Series 2013 Bonds and the first principal or mandatory sinking fund payment date minus one (1) (*provided*, that the denominator may not be less than one), until the full amount of the first principal or mandatory sinking fund payment is on hand.

(ii) If the number of full calendar months between the date of delivery of the Series 2013 Bonds and the first principal or mandatory sinking fund payment date is twelve or more, for each month beginning on the first day of the twelfth full calendar month prior to the first principal or mandatory sinking fund payment date, the City shall deposit into the Series 2013 Bonds Account of the Debt Service Fund an amount equal to one-eleventh of the principal coming due on the next principal or mandatory sinking fund payment date, until the full amount of the next principal or mandatory sinking fund payment is on hand.

(iii) For each month beginning on the first day of the month in which the first principal or mandatory sinking fund payment date occurs, the City shall deposit into the Series 2013 Bonds Account of the Debt Service Fund an amount equal to one-eleventh of the principal coming due on the next principal or mandatory sinking fund payment date, until the full amount of the next principal or mandatory sinking fund payment is on hand.

(j) The following monthly deposit requirements to the TIFIA Bond(s) Account for interest on the TIFIA Bond(s) are established:

(i) For each month prior to the first interest payment date, the City shall deposit into the TIFIA Bond(s) Account of the Debt Service Fund an amount equal to the amount of interest coming due on the first interest payment date (minus the amount of accrued interest deposited in the Debt Service Fund upon the issuance and delivery of the TIFIA Bond(s)) multiplied by a fraction, the numerator of which shall be one (1) and

the denominator of which shall equal the number of full calendar months between the date of delivery of the TIFIA Bond(s) and the first interest payment date for the TIFIA Bond(s) minus one (1) (*provided*, that the denominator may not be less than one), until the full amount of the interest payment is on hand.

(ii) For each month beginning on the first day of the month in which the first interest payment date occurs, the City shall deposit into the TIFIA Bond(s) Account of the Debt Service Fund an amount equal to one-fifth of the interest coming due on the next interest payment date until the full amount of the interest payment is on hand.

(k) The following monthly deposit requirements for principal with respect to the TIFIA Bond(s) Account are established for the TIFIA Bond(s):

(i) If the number of full calendar months between the date of delivery of the TIFIA Bond(s) and the first principal payment or mandatory redemption date is less than twelve, for each full calendar month prior to the first principal payment or mandatory redemption date, the City shall deposit into the TIFIA Bond(s) Account of the Debt Service Fund an amount equal to the amount of principal coming due on the first principal payment date multiplied by a fraction, the numerator of which shall be one (1) and the denominator which shall equal the number of full calendar months between the date of delivery of the TIFIA Bond(s) and the first principal payment or mandatory redemption date minus one (1) (*provided*, that the denominator may not be less than one), until the full amount of the first principal payment or mandatory redemption is on hand.

(ii) If the number of full calendar months between the date of delivery of the TIFIA Bond(s) and the first principal payment or mandatory redemption date is twelve or more, for each month beginning on the first day of the twelfth full calendar month prior to the first principal payment or mandatory redemption date, the City shall deposit into the TIFIA Bond(s) Account of the Debt Service Fund an amount equal to one-eleventh of the principal coming due on the next principal payment or mandatory redemption is on hand.

(iii) For each month beginning on the month of the first day of the month in which the first principal payment or mandatory redemption date occurs, the City shall deposit into the TIFIA Bond(s) Account of the Debt Service Fund an amount equal to one-eleventh of the principal coming due on the next principal payment or mandatory redemption payment date, until the full amount of the next principal payment or mandatory redemption is on hand.

Section 604. Custody Account.

(a) *Creation of Custody Account.* There is created a separate and segregated trust account in the Debt Service Fund and designated as the "Series 2013 Custody Account" (the "Series 2013 Custody Account").

(b) Deposit of Bank Bonds in Custody Account. If any Series 2013 Variable Rate Bond is purchased by the Trustee pursuant to Sections 401 through 406 hereof with moneys drawn under the Letter of Credit, that Series 2013 Variable Rate Bond shall be delivered to and held by the Trustee (and shall thereafter constitute a Bank Bond until released as provided in this 2013 Series Ordinance), shall be deposited in the Series 2013 Custody Account, and shall be released to the City or its order only upon the following:

(i) electronic, written or telephonic notice to the Bank from the Trustee promptly, in the case of telephonic notice, confirmed by telecopier (with receipt of such telecopy confirmed by the Trustee), that such Series 2013 Variable Rate Bond has been remarketed by the Remarketing Agent;

(ii) evidence that the Trustee has received the proceeds of the remarketing of such Series 2013 Variable Rate Bond and holds such proceeds for the account of the Bank; and

(iii) electronic or written notice from the Bank to the Trustee that the Letter of Credit has been reinstated to cover the principal and applicable interest component of such remarketed Series 2013 Variable Rate Bond, provided that in connection with such reinstatement if such Series 2013 Variable Rate Bond bears interest at a Flexible Rate, such Series 2013 Variable Rate Bond may only be remarketed on an Interest Payment Date.

(c) Registration of Bank Bonds. Series 2013 Variable Rate Bonds purchased by the Trustee pursuant to Sections 401 through 406 which, by virtue of subsection (b) of this Section 604, constitute Bank Bonds shall, immediately, upon receipt thereof by the Trustee, be registered in the name of the Trustee (unless the Series 2013 Variable Rate Bonds are then in a Book Entry System) or the Bank or its nominee if so directed by the Bank and held by the Trustee as collateral security for the Bank.

(d) Deposit of Proceeds of Remarketing in Custody Account. To the extent of amounts due and owing to the Bank under the applicable Bank Agreement, the proceeds of the remarketing of Series 2013 Variable Rate Bonds held in the Series 2013 Custody Account shall be deposited into the Series 2013 Custody Account and held by the Trustee for the account of, and in trust solely for, the Bank, shall not be commingled with any other moneys held by the Trustee, and shall be paid over immediately to the Bank. The balance of such proceeds shall be deposited in the Series 2013 Bond Account.

(e) Principal and Interest Payments on Bank Bonds. On each Interest Payment Date prior to the release of such Bank Bonds to the City or the Remarketing Agent and reinstatement of the Letter of Credit as aforesaid, the Trustee shall apply the moneys in the Series 2013 Bond Account to the payment of principal of, and interest on, the amounts owed to reimburse the Bank for paying a drawing for the purchase price of such Bank Bonds in the manner provided in Article VI of the General Ordinance and Article VI of this 2013 Series Ordinance, but shall not draw on the Letter of Credit or use moneys in the Series 2013 Letter of Credit Account or any other moneys in the Debt Service Fund, except moneys in the Series 2013 Bond Account, for that purpose to any extent whatever; and the Trustee shall receive for the account of the City the

interest and principal paid in respect of such Bonds and immediately upon such receipt the Trustee shall pay such interest and principal over to the City; *provided, however*, that if at such time there shall remain any unreimbursed draw on the Letter of Credit with respect to such Bonds, such interest and principal payments shall be paid over to the Bank until the amount of such draw plus interest on such draw as provided in the applicable Bank Agreement shall have been fully reimbursed.

(f) Cancellation of Bank Bonds upon Redemption. If, on any date prior to the release of such Bank Bonds from the Custody Account to the City or the Remarketing Agent and reinstatement of the Letter of Credit as aforesaid, all Series 2013 Variable Rate Bonds are called for redemption pursuant to Section 315(b), the Bank Bonds shall be deemed to have been paid and shall thereupon be canceled by the Trustee.

(i) Custody Subaccounts. If the Series 2013 Variable Rate Bonds are Outstanding in Subseries with separate letters of credit, the Trustee shall establish a separate Custody Subaccount for each such Subseries and letter of credit. Bank Bonds in each Custody Subaccount shall not be commingled with Bank Bonds in any other Custody Subaccount.

Section 605. Debt Service Reserve Fund Deposit.

There are established as two separate accounts in the Debt Service Reserve Fund (i) a Series 2013 Debt Service Reserve Account (the "**Series 2013 Debt Service Reserve Account**"); and (ii) a TIFIA Debt Service Reserve Account (the "**TIFIA Debt Service Reserve Account**"). From the amount received upon the issuance of the Series 2013 Bonds, (i) a sufficient sum shall be deposited in the Series 2013 Debt Service Reserve Account to establish a balance in the Debt Service Reserve Fund at least equal to the 2013 Reserve Requirement, and (ii) a sufficient sum may also be deposited in the TIFIA Debt Service Reserve Account to establish a balance in the Debt Service Reserve Fund at least equal to the TIFIA Reserve Requirement, to be held and disbursed as provided in the General Ordinance. All or any part of the 2013 Reserve Requirement may be met by deposit in the Series 2013 Debt Service Reserve Account of a Reserve Fund Credit Instrument, to be valued at the Reserve Fund Credit Instrument Amount in accordance with the General Ordinance and this 2013 Series Ordinance.

The TIFIA Debt Service Reserve Account shall at all times be funded in the amount of the TIFIA Reserve Requirement. All or any part of the TIFIA Reserve Requirement may be met by deposit in the TIFIA Debt Service Reserve Account of Additional City Revenues, Motor Fuel Tax Revenues and/or any other legally available funds (as shall be specified in the TIFIA Loan Agreement) in accordance with Article VI of the General Ordinance.

Upon the issuance of any Additional Bonds pursuant to this 2013 Series Ordinance, the City may deposit a sufficient sum of proceeds from such Additional Bonds or other legally available funds (as shall be specified in the TIFIA Loan Agreement) in the TIFIA Debt Service Reserve Account to establish a balance in the Debt Service Reserve Fund at least equal to the TIFIA Reserve Requirement, to be held and disbursed as provided in the General Ordinance. All or any part of the TIFIA Reserve Requirement may be met by deposit in the TIFIA Debt Service

Reserve Account of a Reserve Fund Credit Instrument, to be valued at the Reserve Fund Credit Instrument Amount in accordance with the General Ordinance and this 2013 Series Ordinance.

Section 606. Rebate Account.

There is established as a separate account in the Debt Service Fund a Series 2013 Rebate Account (the "Series 2013 Rebate Account") to relate solely to the Series 2013 Bonds. Deposits to, investments of and disbursements from the Series 2013 Rebate Account shall be made in accordance with the General Ordinance and the general tax certificate to be delivered by the City in connection with the issuance of the Series 2013 Bonds.

Article VII

FORM AND EXECUTION OF THE SERIES 2013 BONDS

Section 701. Form of the Series 2013 Bonds.

The Series 2013 Bonds that bear interest currently shall be in substantially the following form:

(Form of Current Interest Series 2013 Bond)

Registered
No. _____

Registered
\$ _____

UNITED STATES OF AMERICA
STATE OF ILLINOIS

CITY OF CHICAGO
MOTOR FUEL TAX REVENUE BONDS,
SERIES 2013

Interest
Rate: _____ %

Maturity
Date: _____ 1, _____

Dated
Date: _____ 1, _____

Registered Owner: Cede & Co.

CUSIP: _____

Principal Amount:

[1] The City of Chicago, Illinois (the "City"), for value received, promises to pay (but only out of the sources identified in this bond) to the Registered Owner identified above, or to registered assigns as provided below, on the Maturity Date identified above, the Principal Amount identified above and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on such Principal Amount from the date of this bond or from the most recent interest payment date to which interest has been paid at the Interest Rate per year set forth above on January 1 and July 1 of each year, commencing ____ 1, 20__ until the Principal Amount is paid (except as the provisions for redemption, as described in the Ordinances (defined below) may be and become applicable to this bond). No interest shall accrue on this bond after its

maturity unless this bond shall have been presented for payment at maturity and shall not then have been paid.

[2] The principal of, redemption price, if any, and interest on this bond are payable in any coin or currency of the United States of America that at the time of payment is legal tender for the payment of public and private debts. The interest payable on this bond on each interest payment date will be paid to the person in whose name this bond is registered at the close of business on the fifteenth day of the month next preceding the interest payment date. The principal of and redemption price, if any, of this bond (and the interest payable on any redemption of this bond other than on an interest payment date) are payable at the designated corporate trust office of _____, as trustee and paying agent (the "**Trustee**"). Interest on this bond on any interest payment date is payable by check mailed by the Trustee to the registered owner of this bond at the owner's address as shown on the registration books of the City maintained by the Bond Registrar.

[3] This bond is one of a duly authorized Series of bonds of the City designated "Motor Fuel Tax Revenue Bonds, Series 2013" (the "**Series 2013 Bonds**"), in the aggregate principal amount of \$ _____ issued pursuant to the home rule powers of the City and under and pursuant to the Motor Fuel Tax Revenue Bonds General Ordinance of the City duly adopted on November 28, 1990, as amended by the 2003 Series Ordinance duly adopted on March 5, 2003 (as so amended, the "**General Ordinance**"), and a 2013 Series Ordinance for the Series 2013 Bonds adopted on _____, 2013 (the "**2013 Series Ordinance**"). As provided in the General Ordinance, Bonds (as defined below) of the City may be issued from time to time pursuant to Series Ordinances in one or more series, in various principal amounts, may mature at different times, may bear interest at different rates, and, subject to the provisions of the General Ordinance, may otherwise vary. Proceeds derived from the issuance of the Series 2013 Bonds will be used to provide funds to refund all or a portion (such refunded Bonds being hereinafter referred to as the "**Refunded Bonds**") of the City's outstanding Motor Fuel Tax Revenue Bonds, Refunding Series 1993 (the "**Series 1993 Bonds**"), Motor Fuel Tax Revenue Bonds, Series 2003A (the "**Series 2003A Bonds**") and the Motor Fuel Tax Revenue Bonds, Series 2008 (the "**Series 2008 Bonds**"), to pay the costs of acquiring and constructing projects constituting Project Purposes (as defined in the General Ordinance), [pay capitalized interest, if any, on the Series 2013 Bonds, pay the premium for a municipal bond insurance policy and/or a reserve fund credit instrument to secure Additional Bonds issued pursuant to the 2013 Series Ordinance,] pay the costs of one or more of the following, if any, pertaining to the Series 2013 Bonds or any Outstanding Bonds: Qualified Swap Agreements, Qualified Options, Non-Qualified Swap Agreements and Non-Qualified Options, pay certain expenses incurred in connection with the issuance of Additional Bonds issued pursuant to the 2013 Series Ordinance and the refunding of the Refunded Bonds, [pay capitalized interest, if any, on Additional Bonds issued pursuant to the 2013 Series Ordinance, and fund one or more accounts in the Debt Service Reserve Fund for Additional Bonds issued pursuant to the 2013 Series Ordinance].

[4] The General Ordinance and the 2013 Series Ordinance are referred to together as the "**Ordinances**." Copies of the Ordinances are on file at the office of the City Clerk and at the designated corporate trust office of the Trustee in Chicago, Illinois, and reference to the Ordinances is made for a description of the pledges, assignments, liens, security interests, and covenants securing the Bonds (as defined below), including Series 2013 Bonds, the nature,

extent, and manner of enforcement of those pledges, assignments, liens, security interests, and covenants, the rights and remedies of the registered owners of the Bonds, and the terms and conditions upon which Bonds have been, are and may be issued. Except for certain modifications and amendments that are not permitted by the terms of the Ordinances, the provisions of the Ordinances may be modified or amended by the City with the written consent of the holders of at least two-thirds in aggregate principal amount (compound accreted value for certain obligations) of the obligations then outstanding under the General Ordinance, and, if fewer than all of the several Series of Bonds issued under the General Ordinance would be affected by the modification or amendment, with such consent of the holders of at least two-thirds in aggregate principal amount (compound accreted value for certain obligations) of such affected Series of Bonds then Outstanding. The City may adopt Supplemental Ordinances for certain purposes without the consent of holders of Bonds.

[5] This Series 2013 Bond is a legal, valid and binding limited obligation of the City payable solely from Motor Fuel Tax Revenues which lawfully may be used for the purpose of payment of Municipal Indebtedness (as defined in the General Ordinance), certain Additional City Revenues (as defined in the 2013 Series Ordinance) or from certain other moneys and securities held by the Trustee under the Ordinances. The Series 2013 Bonds do not constitute an indebtedness of the City within the meaning of any constitutional or statutory provision or limitation of indebtedness. Neither the full faith and credit nor the taxing power of the City, the State of Illinois or any political subdivision of the State of Illinois is pledged to the payment of the principal, redemption price, or interest on the Series 2013 Bonds.

[6] The outstanding Series 1993 Bonds, the outstanding Series 2003 Bonds, the outstanding Series 2008 Bonds and the Series 2013 Bonds, together with other Bonds that may be issued in the future under the General Ordinance on a parity with the Series 2013 Bonds (collectively, the "**Bonds**"), are payable as to principal, redemption price, and interest from Motor Fuel Tax Revenues of the City which lawfully may be used for the purpose of payment of Municipal Indebtedness, from certain Additional City Revenues or from certain other moneys and securities held by the Trustee under the Ordinances.

[7] By the General Ordinance, the City has established a Debt Service Fund with respect to Bonds issued under the General Ordinance. The City has established a Series 2013 Bonds Account in that Fund, which is to be used for paying the principal of and interest on the Series 2013 Bonds. The City has also established a Debt Service Reserve Fund under the General Ordinance. [The City has established a Series 2013 Debt Service Reserve Account in the Debt Service Reserve Fund for the sole benefit of the holders of the Series 2013 Bonds.]

[8] The City has assigned to the Trustee for the benefit of the holders from time to time of Bonds all Motor Fuel Tax Revenues received by the City that are to be collected by the Illinois Department of Revenue that may lawfully be used for the payment of Municipal Indebtedness, as well as Additional City Revenues. For the benefit of the holders of Bonds, the City has pledged, assigned and granted to the Trustee a first lien on and first security interest in all Motor Fuel Tax Revenues and Additional City Revenues received that lawfully may be so used for payment in full of principal and redemption price of, and interest on all such Bonds, as such amounts become due and payable, whether by the terms of such Bonds as provided in the General Ordinance or the Series Ordinance applicable to such Bonds. By the 2013 Series

Ordinance, the City has provided for deposit requirements in the Series 2013 Bonds Account of the Debt Service Fund. The pledge, assignment and grant of a lien and security interest are subject to the right of the City to apply for its other lawful purposes any amounts which it has on hand and which are not required to remain on deposit in or to be deposited in the Debt Service Fund.

[9] This Series 2013 Bond is transferable, as provided in the Ordinances, only upon the books of the City kept for that purpose at the designated corporate trust office of the Trustee in Chicago, Illinois, by the registered owner of this Series 2013 Bond in person, or by the owner's agent duly authorized in writing. Upon the surrender of this Series 2013 Bond, together with a written instrument of transfer satisfactory to the Trustee duly executed by the registered owner or the owner's agent authorized in writing, and upon the payment of any charges prescribed in the Ordinances, a new registered Series 2013 Bond, in the same aggregate principal amount and of the same maturity, shall be issued to the transferee as provided in the Ordinances. The City and the Trustee may deem and treat the registered owner as the absolute owner of this Series 2013 Bond (whether or not this Series 2013 Bond shall be overdue) for the purpose of receiving payment of or on account of principal of this Series 2013 Bond and the redemption price, if any, and interest due on this Series 2013 Bond and for all other purposes, and neither the City nor the Trustee shall be affected by any notice to the contrary. Neither the City nor the Trustee shall be obligated to make any exchange or transfer of this Series 2013 Bond during the period from any record date to the next interest payment date on the Series 2013 Bonds or to make any such transfer or exchange of this Series 2013 Bond if this Series 2013 Bond is proposed to be redeemed after its selection by the Trustee for redemption.

[10] The Series 2013 Bonds are issued in fully registered form in the denomination of \$5,000 or any integral multiple of \$5,000. Subject to the limitations and upon payment of the charges provided in the Ordinances, Series 2013 Bonds in fully registered form may be exchanged for a like aggregate principal amount of Series 2013 Bonds in fully registered form of other authorized denominations.

[11] The Series 2013 Bonds are subject to redemption, in whole or in part, at the option of the City on any date on or after ____ 1, 20__ at a price equal to their principal amount plus accrued interest, if any, to the date of redemption if the redemption date is not an interest payment date, [without redemption premium] [plus a redemption premium equal to _____] [plus, for optional redemptions taking place on or prior to _____, 1, 20__, a redemption premium equal to [the "make-whole" formula].

[12] The Series 2013 Bonds due on and after _____ 1, ____ are subject to redemption prior to maturity at the option of the City, in whole or in part at any time on and after _____ 1, ____, and if in part, from such maturity or maturities as the City may determine, and if less than an entire maturity, in integral multiples of \$5,000 selected by the Trustee as provided in the General Ordinance, at the redemption prices (expressed as a percentage of the principal amount to be redeemed) set forth below plus accrued interest to the redemption date:

Redemption Dates
(dates inclusive)

Redemption Prices

[13] The Series 2013 Bonds maturing on _____ 1, 20____, are subject to mandatory redemption, in integral multiples of \$5,000 selected by the Trustee as provided in the General Ordinance, through the application of sinking fund installments, at a redemption price equal to the principal amount to be redeemed plus accrued interest to the redemption date, on _____ 1 of each of the years and in the principal amounts as follows:

<u>Year</u>	<u>Principal Amount</u>
-------------	-------------------------

[14] Notice of the redemption of any Series 2013 Bonds shall be given by mailing a copy of the notices prepaid to the registered owners of the Series 2013 Bonds that are to be redeemed at their last addresses appearing on the registration books of the City maintained by the Bond Registrar. The notice shall be mailed not less than thirty (30) days nor more than sixty (60) days prior to the date fixed for redemption. The failure of any person to receive the notice shall not affect the validity of the redemption and the failure to mail notice to the registered owner of any Series 2013 Bond shall not affect the validity of the redemption of any other Series 2013 Bond. When any of the Series 2013 Bonds, including this Series 2013 Bond, shall have been called for redemption, and payment made or provided for, interest on that Series 2013 Bond shall cease to accrue from and after the date so specified.

[15] It is certified, recited and declared that all acts, conditions, and things required by law to exist, to have happened, and to have been performed precedent to and in connection with the issuance of this Series 2013 Bond, did exist, have happened, and have been performed in due time, form, and manner as required by law.

[16] This Series 2013 Bond shall not be valid or become obligatory for any purpose until the certificate of authentication on this Series 2013 Bond shall have been executed by the Trustee.

[17] In Witness Whereof, the City of Chicago, Illinois, by the City Council of the City of Chicago, has caused this Series 2013 Bond to be executed in its name by the manual or facsimile signature of the Mayor of the City and attested by the manual or facsimile signature of the City Clerk of the City and its corporate seal (or a facsimile of that seal) to be affixed, imprinted, engraved, or otherwise reproduced on this Series 2013 Bond, all as of the Dated Date identified above.

City of Chicago, Illinois

By: _____
Mayor

(Seal)

Attest:

City Clerk

Date of Authentication: _____, _____

**Certificate
of
Authentication**

Trustee and Paying Agent:

This Series 2013 Bond is one of the Series 2013 Bonds described in the Ordinances mentioned in this Series 2013 Bond and is one of the Motor Fuel Tax Revenue Bonds, Series 2013, of the City of Chicago, Illinois.

as Trustee

By: _____
Authorized Officer

Assignment

The following abbreviations, when used in the inscription on the face of this certificate, shall be construed as though they were written out in full according to applicable laws or regulations:

Unif Gift Min Act - _____ Custodian _____
(Cust)

(Minor)

under Uniform Gifts to Minors

Act _____
(State)

TEN COM - as tenants in common

TEN ENT - as tenants by the entireties

JT TEN - as joint tenants with right of survivorship and not as
tenants in common

Additional abbreviations may also be used though not in the above list.

For value received _____ sells, assigns, and transfers
unto _____

(Please insert Social Security or other identifying number of Assignee)

(Please print or typewrite name and address of Assignee)

this Bond of the City of Chicago, Illinois and irrevocably constitutes and appoints
_____ agent to register the transfer of that
Bond on the books kept for its registration.

Dated: _____

Signature Guaranteed:

Signature:

Notice: Signature(s) must be guaranteed by a member firm of
the New York Stock Exchange or a commercial bank or trust
company.

Notice: The signature to this assignment must correspond with
the name as it appears on the face of the within Bond in every
particular, without alteration or enlargement or any change
whatever.

The Series 2013 Bonds that are capital appreciation bonds shall be in substantially the following form:

(Form of Capital Appreciation Series 2013 Bond)

Registered
No. _____

\$ _____
Compound Accreted Value
at Maturity

UNITED STATES OF AMERICA
STATE OF ILLINOIS

CITY OF CHICAGO
MOTOR FUEL TAX REVENUE BONDS,
SERIES 2013

<u>Approximate</u> <u>Yield to</u> <u>Maturity</u>	<u>Maturity Date</u>	<u>Dated</u> <u>Date</u>	<u>Original Principal</u> <u>Amount (Per \$5,000</u> <u>at Maturity)</u>	<u>CUSIP</u>
--	----------------------	-----------------------------	--	--------------

Registered Owner: Cede & Co.

CUSIP: _____

Principal Amount:

[1] The City of Chicago, Illinois (the "City"), for value received, promises to pay (but only out of the sources identified in this bond) to the Registered Owner identified above, or to registered assigns as provided below, on the Maturity Date identified above, the Compound Accreted Value at Maturity identified above unless this bond shall have been previously called for redemption and payment of the redemption price shall have been duly made or provided for. The amount of interest payable on this bond on the Maturity Date is the amount of interest accrued from the Dated Date specified above on the Original Principal Amount specified above at the Approximate Yield to Maturity set forth above, compounded semiannually on each January 1st and July 1st commencing _____, 2013. The Compound Accreted Value of this bond on January 1st and July 1st of each year commencing _____, 2013, determined by the semiannual compounding described in this paragraph, is as set forth in the Table of Compound Accreted Values attached to this bond.

[2] The Compound Accreted Value of this bond is payable in any coin or currency of the United States of America that at the time of payment is legal tender for the payment of public and private debts. The Compound Accreted Value of this bond is payable upon presentation of this bond at the designated corporate trust office of _____, as trustee and paying agent (the "Trustee").

[3] This bond is one of a duly authorized Series of bonds of the City designated "Motor Fuel Tax Revenue Bonds, Series 2013" (the "Series 2013 Bonds"), in the aggregate principal amount of \$ _____ issued pursuant to the home rule powers of the City and under

and pursuant to the Motor Fuel Tax Revenue Bonds General Ordinance of the City duly adopted on November 28, 1990, as amended by the 2003 Series Ordinance duly adopted on March 5, 2003, (as so amended, the "**General Ordinance**"), and a 2013 Series Ordinance for the Series 2013 Bonds adopted on _____, 2013 (the "**2013 Series Ordinance**"). As provided in the General Ordinance, Bonds (as defined below) of the City may be issued from time to time pursuant to Series Ordinances in one or more series, in various principal amounts, may mature at different times, may bear interest at different rates, and, subject to the provisions of the General Ordinance, may otherwise vary. Proceeds derived from the issuance of the Series 2013 Bonds will be used to provide funds to refund all or a portion (such refunded Bonds being hereinafter referred to as the "**Refunded Bonds**") of the City's outstanding Motor Fuel Tax Revenue Bonds, Refunding Series 1993 (the "**Series 1993 Bonds**"), Motor Fuel Tax Revenue Bonds, Series 2003A (the "**Series 2003A Bonds**") and the Motor Fuel Tax Revenue Bonds, Series 2008 (the "**Series 2008 Bonds**"), to pay the costs of acquiring and constructing projects constituting Project Purposes (as defined in the General Ordinance), [pay capitalized interest, if any, on the Series 2013 Bonds, pay the premium for a municipal bond insurance policy and a reserve fund credit instrument to secure Additional Bonds issued pursuant to the 2013 Series Ordinance], pay the costs of one or more of the following, if any, pertaining to the Series 2013 Bonds or any Outstanding Bonds: Qualified Swap Agreements, Qualified Options, Non-Qualified Swap Agreements and Non-Qualified Options, pay certain expenses incurred in connection with the issuance of the Series 2013 Bonds and the refunding of the Refunded Bonds, [pay capitalized interest, if any, on Additional Bonds issued pursuant to the 2013 Series Ordinance, and fund one or more accounts in the Debt Service Reserve Fund for Additional Bonds issued pursuant to the 2013 Series Ordinance].

[4] The General Ordinance and the 2013 Series Ordinance are referred to together as the "**Ordinances**." Copies of the Ordinances are on file at the office of the City Clerk and at the designated corporate trust office of the Trustee in Chicago, Illinois, and reference to the Ordinances is made for a description of the pledges, assignments, liens, security interests, and covenants securing the Bonds, including Series 2013 Bonds, the nature, extent, and manner of enforcement of those pledges, assignments, liens, security interests, and covenants, the rights and remedies of the registered owners of the Bonds, and the terms and conditions upon which Bonds have been, are and may be issued. Except for certain modifications and amendments that are not permitted by the terms of the Ordinances, the provisions of the Ordinances may be modified or amended by the City with the written consent of the holders of at least two-thirds in aggregate principal amount (compound accreted value for certain obligations) of the obligations then outstanding under the General Ordinance, and, if fewer than all of the several Series of Bonds issued under the General Ordinance would be affected by the modification or amendment, with such consent of the holders of at least two-thirds in aggregate principal amount (compound accreted value for certain obligations) of such affected Series of Bonds then Outstanding. The City may adopt Supplemental Ordinances for certain purposes without the consent of holders of Bonds.

[5] This Series 2013 Bond is a legal, valid and binding limited obligation of the City payable solely from Motor Fuel Tax Revenues which lawfully may be used for the purpose of payment of Municipal Indebtedness (as defined in the General Ordinance), certain Additional City Revenues (as defined in the 2013 Series Ordinance) or from certain other moneys and securities held by the Trustee under the Ordinances. The Series 2013 Bonds do not constitute an

indebtedness of the City within the meaning of any constitutional or statutory provision or limitation of indebtedness. Neither the full faith and credit nor the taxing power of the City, the State of Illinois or any political subdivision of the State of Illinois is pledged to the payment of the principal or Compound Accreted Value at Maturity of, redemption price, or interest on the Series 2013 Bonds.

[6] The outstanding Series 1993 Bonds, the outstanding Series 2003 Bonds, the outstanding Series 2008 Bonds, and the Series 2013 Bonds, together with other Bonds that may be issued in the future under the General Ordinance on a parity with the Series 2013 Bonds (collectively, the "**Bonds**"), are payable as to principal, redemption price, and interest from Motor Fuel Tax Revenues of the City which lawfully may be used for the purpose of payment of Municipal Indebtedness, certain Additional City Revenues or from certain other moneys and securities held by the Trustee under the Ordinances.

[7] By the General Ordinance, the City has established a Debt Service Fund with respect to Bonds issued under the General Ordinance. The City has established a Series 2013 Bonds Account in that Fund, which is to be used for paying the principal of and interest on the Series 2013 Bonds. The City has also established a Debt Service Reserve Fund under the General Ordinance. [The City has established a Series 2013 Debt Service Reserve Account in the Debt Service Reserve Fund for the sole benefit of the holders of the Series 2013 Bonds.]

[8] The City has assigned to the Trustee for the benefit of the holders from time to time of Bonds all Motor Fuel Tax Revenues received by the City that are to be collected by the Illinois Department of Revenue that may lawfully be used for the payment of Municipal Indebtedness, as well as Additional City Revenues. For the benefit of the holders of Bonds, the City has pledged, assigned and granted to the Trustee a first lien on and first security interest in all Motor Fuel Tax Revenues and Additional City Revenues received that lawfully may be so used for payment in full of principal and redemption price of, and interest on all such Bonds, as such amounts become due and payable, whether by the terms of such Bonds as provided in the General Ordinance or the Series Ordinance applicable to such Bonds. By the 2013 Series Ordinance, the City has provided for deposit requirements in the Series 2013 Bonds Account of the Debt Service Fund. The pledge, assignment and grant of a lien and security interest are subject to the right of the City to apply for its other lawful purposes any amounts which it has on hand and which are not required to remain on deposit in or to be deposited in the Debt Service Fund.

[9] This Series 2013 Bond is transferable, as provided in the Ordinances, only upon the books of the City kept for that purpose at the designated corporate trust office of the Trustee in Chicago, Illinois, by the registered owner of this Series 2013 Bond in person, or by the owner's agent duly authorized in writing. Upon the surrender of this Series 2013 Bond, together with a written instrument of transfer satisfactory to the Trustee duly executed by the registered owner or the owner's agent authorized in writing, and upon the payment of any charges prescribed in the Ordinances, a new registered Series 2013 Bond, in the same aggregate principal amount and of the same maturity, shall be issued to the transferee as provided in the Ordinances. The City and the Trustee may deem and treat the registered owner as the absolute owner of this Series 2013 Bond (whether or not this Series 2013 Bond shall be overdue) for the purpose of receiving payment of or on account of principal of this Series 2013 Bond and the redemption

price, if any, and interest due on this Series 2013 Bond and for all other purposes, and neither the City nor the Trustee shall be affected by any notice to the contrary. Neither the City nor the Trustee shall be obligated to make any exchange or transfer of this Series 2013 Bond during the period from any record date to the next interest payment date on the Series 2013 Bonds or to make any such transfer or exchange of this Series 2013 Bond if this Series 2013 Bond is proposed to be redeemed after its selection by the Trustee for redemption.

[10] The Series 2013 Bonds are issued in fully registered form in the denomination of \$5,000 (for Series 2013 Bonds that pay interest currently) or \$5,000 Compound Accreted Value at Maturity (for capital appreciation Series 2013 Bonds) or any integral multiple of such amounts. Subject to the limitations and upon payment of the charges provided in the Ordinances, Series 2013 Bonds in fully registered form may be exchanged for a like aggregate principal amount of Series 2013 Bonds in fully registered form of other authorized denominations.

[11] The Series 2013 Bonds are subject to redemption, in whole or in part, at the option of the City, at a price equal to their Compound Accreted Value on the date of redemption [without redemption premium] [plus a redemption premium equal to _____] [plus, for optional redemptions taking place on or prior to _____ 1, 20__, a redemption premium equal to [the "make-whole" formula].

[12] The Series 2013 Bonds due on and after _____ 1, ____ are subject to redemption prior to maturity at the option of the City, in whole or in part at any time on and after _____ 1, ____, and if in part, from such maturity or maturities as the City may determine, and if less than an entire maturity, in integral multiples of \$5,000 Compound Accreted Value at Maturity selected by the Trustee as provided in the General Ordinance, at the redemption prices (expressed as a percentage of the principal amount to be redeemed) set forth below plus accrued interest to the redemption date:

<u>Redemption Dates</u>	<u>Redemption Prices</u>
<u>(dates inclusive)</u>	

[13] The Series 2013 Bonds maturing on _____ 1, 20__, are subject to mandatory redemption, in integral multiples of \$5,000 Compound Accreted Value at Maturity selected by the Trustee as provided in the General Ordinance, through the application of sinking fund installments, at a redemption price equal to the principal amount to be redeemed plus accrued interest to the redemption date, on _____ 1 of each of the years and in the principal amounts as follows:

<u>Year</u>	<u>Principal Amount</u>
--------------------	--------------------------------

[14] Notice of redemption of any Series 2013 Bonds shall be given by mailing a copy of the notices prepaid to the registered owners of the Series 2013 Bonds that are to be redeemed at their last addresses appearing on the registration books of the City maintained by the Bond Registrar. The notice shall be mailed not less than thirty (30) days nor more than sixty (60) days

prior to the date fixed for redemption. The failure of any person to receive the notice shall not affect the validity of the redemption and the failure to mail notice to the registered owner of any Series 2013 Bond shall not affect the validity of the redemption of any other Series 2013 Bond. When any of the Series 2013 Bonds, including this Series 2013 Bond, shall have been called for redemption, and payment made or provided for, interest on that Series 2013 Bond shall cease to accrue from and after the date so specified.

[15] It is certified, recited and declared that all acts, conditions, and things required by law to exist, to have happened, and to have been performed precedent to and in connection with the issuance of this Series 2013 Bond, did exist, have happened, and have been performed in due time, form, and manner as required by law.

[16] This Series 2013 Bond shall not be valid or become obligatory for any purpose until the certificate of authentication on this Series 2013 Bond shall have been executed by the Trustee.

[17] In Witness Whereof, the City of Chicago, Illinois, by the City Council of the City of Chicago, has caused this Series 2013 Bond to be executed in its name by the manual or facsimile signature of the Mayor of the City and attested by the manual or facsimile signature of the City Clerk of the City and its corporate seal (or a facsimile of that seal) to be affixed, imprinted, engraved, or otherwise reproduced on this Series 2013 Bond, all as of the Dated Date identified above.

CITY OF CHICAGO, ILLINOIS

By: _____
Mayor

(Seal)

Attest:

City Clerk

Date of Authentication: _____, _____

**Certificate
of
Authentication**

Trustee and Paying Agent:

This Series 2013 Bond is one of the Series 2013 Bonds described in the Ordinances mentioned in this Series 2013 Bond and is one of the Motor

Fuel Tax Revenue Bonds, Series 2013, of the City
of Chicago, Illinois.

_____,
as Trustee

By: _____
Authorized Officer

Assignment

The following abbreviations, when used in the inscription on the face of this certificate, shall be construed as though they were written out in full according to applicable laws or regulations:

Unif Gift Min Act - _____ Custodian _____
(Cust)

(Minor)

under Uniform Gifts to Minors

Act _____
(State)

TEN COM - as tenants in common

TEN ENT - as tenants by the entireties

JT TEN - as joint tenants with right of survivorship and not as tenants in common

Additional abbreviations may also be used though not in the above list.

For value received _____ sells, assigns, and transfers unto _____

(Please insert Social Security or other identifying number of Assignee)

(Please print or typewrite name and address of Assignee)

this Bond of the City of Chicago, Illinois and irrevocably constitutes and appoints _____ agent to register the transfer of that Bond on the books kept for its registration.

Dated: _____

Signature Guaranteed:

Signature:

Notice: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

Notice: The signature to this assignment must correspond with the name as it appears on the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

COMPOUND ACCRETED VALUE TABLE

Date Amounts

The Series 2013 Variable Rate Bonds shall be in substantially the following form:

No. R- _____ \$ _____

UNITED STATES OF AMERICA
STATE OF ILLINOIS

CITY OF CHICAGO
VARIABLE RATE DEMAND MOTOR FUEL TAX REVENUE BONDS,
SERIES 2013

Maturity Date Original Issue Date CUSIP No. _____
_____ 1, 20____, _____, 20____

Current Interest Mode: [Weekly]

Registered Owner: Cede & Co.

Principal Amount: _____ Dollars

AS HEREINAFTER DESCRIBED, UNDER CERTAIN CIRCUMSTANCES ON CERTAIN DATES THIS SERIES 2013 BOND IS PERMITTED TO BE, OR IS REQUIRED TO BE, TENDERED FOR PURCHASE TO THE TRUSTEE OR THE TRUSTEE'S AGENT AT THE PURCHASE PRICE SPECIFIED HEREIN. THE REGISTERED OWNER HEREOF WHO ELECTS TO TENDER THIS SERIES 2013 BOND, OR IS REQUIRED TO TENDER THIS SERIES 2013 BOND, FOR PURCHASE SHALL BE ENTITLED SOLELY TO THE PAYMENT OF SUCH PURCHASE PRICE ON THE APPLICABLE PURCHASE DATE, AND SHALL NOT BE ENTITLED TO THE PAYMENT OF ANY PRINCIPAL HEREOF OR ANY INTEREST ACCRUED HEREON ON OR AFTER SUCH DATE.

The City Of Chicago (the "City"), a municipal corporation and home rule unit of local government duly organized and existing under the laws of the State of Illinois, for value received, hereby promises to pay to the Registered Owner identified above, or registered assigns, on the maturity date specified above, unless this Series 2013 Bond shall have been called for redemption and payment of the redemption price shall have been duly made or provided for, upon presentation and surrender hereof, the principal sum specified above, and to pay interest on the balance of said principal sum from time to time remaining unpaid from and including the original issue date specified above, or from and including the most recent Interest Payment Date

(as defined in the hereinafter-defined Ordinances) with respect to which interest has been paid or duly provided for, until payment of said principal sum has been made or duly provided for.

This bond is one of a duly authorized Series of bonds of the City designated "Variable Rate Demand Motor Fuel Tax Revenue Bonds, Series 2013" (the "**Series 2013 Bonds**"), in the aggregate principal amount of \$ _____ issued pursuant to the home rule powers of the City and under and pursuant to the Motor Fuel Tax Revenue Bonds General Ordinance of the City duly adopted on November 28, 1990, as amended by the 2003 Series Ordinance duly adopted on March 5, 2003, (as so amended, the "**General Ordinance**"), and a 2013 Series Ordinance for the Series 2013 Bonds adopted on _____, 2013 (the "**2013 Series Ordinance**"). As provided in the General Ordinance, Bonds (as defined below) of the City may be issued from time to time pursuant to Series Ordinances in one or more series, in various principal amounts, may mature at different times, may bear interest at different rates, and, subject to the provisions of the General Ordinance, may otherwise vary. Proceeds derived from the issuance of the Series 2013 Bonds will be used to provide funds to refund all or a portion (such refunded Bonds being hereinafter referred to as the "**Refunded Bonds**") of the City's outstanding Motor Fuel Tax Revenue Bonds, Refunding Series 1993 (the "**Series 1993 Bonds**"), Motor Fuel Tax Revenue Bonds, Series 2003A (the "**Series 2003A Bonds**") and the Motor Fuel Tax Revenue Bonds, Series 2008 (the "**Series 2008 Bonds**"), to pay the costs of acquiring and constructing projects constituting Project Purposes (as defined in the General Ordinance), [pay capitalized interest, if any, on the Series 2013 Bonds, pay the premium for a municipal bond insurance policy and a reserve fund credit instrument to secure the Additional Bonds issued pursuant to the 2013 Series Ordinance], pay the costs of one or more of the following, if any, pertaining to the Series 2013 Bonds or any Outstanding Bonds: Qualified Swap Agreements, Qualified Options, Non-Qualified Swap Agreements and Non-Qualified Options, pay certain expenses incurred in connection with the issuance of the Series 2013 Bonds and the refunding of the Refunded Bonds, [pay capitalized interest, if any, on Additional Bonds issued pursuant to the 2013 Series Ordinance, and fund one or more accounts in the Debt Service Reserve Fund for Additional Bonds issued pursuant to the 2013 Series Ordinance].

The General Ordinance and the 2013 Series Ordinance are referred to together as the "**Ordinances.**" Copies of the Ordinances are on file at the office of the City Clerk and at the designated corporate trust office of the _____, as trustee (the "**Trustee**") in Chicago, Illinois, and reference to the Ordinances is made for a description of the pledges, assignments, liens, security interests, and covenants securing the Bonds (as defined below), including Series 2013 Bonds, the nature, extent, and manner of enforcement of those pledges, assignments, liens, security interests, and covenants, the rights and remedies of the registered owners of the Bonds, and the terms and conditions upon which Bonds have been, are and may be issued. Except for certain modifications and amendments that are not permitted by the terms of the Ordinances, the provisions of the Ordinances may be modified or amended by the City with the written consent of the holders of at least two-thirds in aggregate principal amount (compound accreted value for certain obligations) of the obligations then outstanding under the General Ordinance, and, if fewer than all of the several Series of Bonds issued under the General Ordinance would be affected by the modification or amendment, with such consent of the holders of at least two-thirds in aggregate principal amount (compound accreted value for certain obligations) of such affected Series of Bonds then Outstanding. The City may adopt Supplemental Ordinances for certain purposes without the consent of holders of Bonds.

Sources of Payments; Limited Obligation. This Series 2013 Bond is a legal, valid and binding limited obligation of the City payable solely from Motor Fuel Tax Revenues which lawfully may be used for the purpose of payment of Municipal Indebtedness (as defined in the General Ordinance), certain Additional City Revenues (as defined in the 2013 Series Ordinance) or from certain other moneys and securities held by the Trustee under the Ordinances. The Series 2013 Bonds do not constitute an indebtedness of the City within the meaning of any constitutional or statutory provision or limitation of indebtedness. Neither the full faith and credit nor the taxing power of the City, the State of Illinois or any political subdivision of the State of Illinois is pledged to the payment of the principal, redemption price, or interest on the Series 2013 Bonds.

The outstanding Series 1993 Bonds, the outstanding Series 2003 Bonds, the outstanding Series 2008 Bonds and the Series 2013 Bonds, together with other Bonds that may be issued in the future under the General Ordinance on a parity with the Series 2013 Bonds (collectively, the "**Bonds**"), are payable as to principal, redemption price, and interest from Motor Fuel Tax Revenues of the City which lawfully may be used for the purpose of payment of Municipal Indebtedness, as well as Additional City Revenues.

By the General Ordinance, the City has established a Debt Service Fund with respect to Bonds issued under the General Ordinance. The City has established a Series 2013 Bonds Account in that Fund, which is to be used for paying the principal of and interest on the Series 2013 Bonds. The City has also established a Debt Service Reserve Fund under the General Ordinance. [The City has established a Series 2013 Debt Service Reserve Account in the Debt Service Reserve Fund for the sole benefit of the holders of the Series 2013 Bonds.]

The City has assigned to the Trustee for the benefit of the holders from time to time of Bonds all Motor Fuel Tax Revenues received by the City that are to be collected by the Illinois Department of Revenue that may lawfully be used for the payment of Municipal Indebtedness. For the benefit of the holders of Bonds, the City has pledged, assigned and granted to the Trustee a first lien on and first security interest in all Motor Fuel Tax Revenues received that lawfully may be so used for payment in full of principal and redemption price of, and interest on all such Bonds, as such amounts become due and payable, whether by the terms of such Bonds as provided in the General Ordinance or the Series Ordinance applicable to such Bonds. By the 2013 Series Ordinance, the City has provided for deposit requirements in the Series 2013 Bonds Account of the Debt Service Fund. The pledge, assignment and grant of a lien and security interest are subject to the right of the City to apply for its other lawful purposes any amounts which it has on hand and which are not required to remain on deposit in or to be deposited in the Debt Service Fund.

No recourse shall be had for the payment of the principal of, premium, if any, or interest on any of the Series 2013 Bonds or for any claim based thereon or on the Ordinances, against any past, present or future officer, director, employee or agent, or member of the City, or any successor public body or any person executing the Series 2013 Bonds, either directly or through the City, under any rule of law or equity, statute or constitution or otherwise, and all such liability of any such officers, directors, employees or agents, or members, as such, is expressly waived and released as a condition of and in consideration for the issuance of any of the Series 2013 Bonds.

Payments. The principal of and premium, if any, on Series 2013 Bonds bearing interest at a Bank Rate, a Short Rate or an Adjustable Long Rate shall be payable at the designated corporate trust office of the Trustee, upon presentation and surrender of such Series 2013 Bonds. The principal of and premium, if any, on Series 2013 Bonds bearing interest at a Fixed Rate shall be payable at the designated corporate trust office of the Trustee or, at the option of the Holders, at the designated corporate trust office of any Paying Agent named in any such Series 2013 Bond, upon presentation and surrender of such Series 2013 Bonds. Any payment of the purchase price of a Tendered Bond shall be payable at the designated corporate trust office of the Trustee's Agent (or at such other office as may be designated by the Trustee), upon presentation and surrender of such Tendered Bond as hereinafter described.

Interest on Series 2013 Bonds bearing interest at a Daily Rate, a Weekly Rate, a Bank Purchase Rate, an Adjustable Long Rate or a Fixed Rate shall be paid by check mailed on the Interest Payment Date to the persons appearing on the registration books of the City maintained by the Bond Registrar as the Holders thereof as of the close of business of the Trustee on the Record Date at the address of such Holders as they appear on the registration books of the City maintained by the Bond Registrar or at such other addresses as are furnished to the Trustee in writing by such Holders not later than the Record Date. Payment of interest on Series 2013 Bonds bearing interest at a Flexible Rate shall be made to the persons appearing on the registration books of the City maintained by the Bond Registrar as the Holders thereof as of the close of business of the Trustee on the Record Date, upon presentation and surrender of such Series 2013 Bonds at the designated corporate trust office of the Trustee on the applicable Interest Payment Date. Payment of interest on any Series 2013 Bond shall be made to the Holder of \$1,000,000 or more in aggregate principal amount of Series 2013 Bonds as of the close of business of the Trustee on the Record Date for a particular Interest Payment Date by wire transfer to such Holder on such Interest Payment Date upon written notice from such Holder containing the wire transfer address within the United States of America to which such Holder wishes to have such wire directed, which written notice is received not later than the Business Day next preceding the Record Date; *provided* that such wire transfer shall only be made for Series 2013 Bonds bearing interest at a Flexible Rate upon presentation and surrender of such Series 2013 Bonds at the designated corporate trust office of the Trustee on the applicable Interest Payment Date. Payment of interest on Bank Bonds shall be made to the Bank by wire transfer in the manner provided for in the applicable Bank Agreement.

Interest accrued on the Series 2013 Bonds (other than Bank Bonds) during each Rate Period shall be paid in arrears on each Interest Payment Date, and with respect to Bank Bonds, interest shall be paid in accordance with the terms of the applicable Bank Agreement. Interest on the Series 2013 Bonds shall be computed (i) during any Short Mode upon the basis of a 365 or 366-day year, as applicable, for the number of days actually elapsed, (ii) during any Adjustable Long Mode or a Fixed Mode, upon the basis of a 360-day year consisting of twelve 30-day months, and (iii) with respect to Bank Bonds, upon the basis of a 365 or 366-day year, as applicable, and the actual number of days elapsed.

Definitions. Terms used in this Series 2013 Bond shall have the same meanings as set forth in the 2013 Series Ordinance.

Interest Rates. The Series 2013 Bonds shall initially bear interest at the Initial Rate specified in the Series 2013 Determination Certificate or Mode Conversion Certificate, as applicable, for the period specified in the Series 2013 Determination Certificate or Mode Conversion Certificate, as applicable, and thereafter at a Weekly Rate as provided in the 2013 Series Ordinance until and unless any portion thereof is converted to a different Interest Mode as provided in the 2013 Series Ordinance.

Daily Mode. The Remarketing Agent will determine, and is required to give telephonic or electronic notice (confirmed by telecopy) to the Trustee of, the Daily Rate in the manner set forth in the 2013 Series Ordinance. Except on an Adjustment Date, in the event that the Daily Rate for any Rate Period is not determined by the Remarketing Agent, the rate of interest borne by the Series 2013 Bonds bearing interest at a Daily Rate shall be equal to the rate in effect for the immediately preceding Rate Period for which a rate has been set and if the Daily Rate is not determined for two consecutive weeks, the rate shall be equal to 110% of the SIFMA Swap Index, in each case, until the Remarketing Agent next determines the Daily Rate as required under the 2013 Series Ordinance.

Weekly Mode. The Remarketing Agent will determine, and is required to give telephonic or electronic notice (confirmed by telecopy) to the Trustee of, the Weekly Rate in the manner set forth in the 2013 Series Ordinance. Except on an Adjustment Date, in the event that the Weekly Rate for any Rate Period is not determined by the Remarketing Agent on a Rate Determination Date, the rate of interest borne by the Series 2013 Bonds bearing interest at a Weekly Rate shall be equal to the rate in effect for the immediately preceding Rate Period for which a rate has been set and if the Weekly Rate is not determined for two consecutive weeks, the rate shall be equal to 110% of the SIFMA Swap Index, in each case, until the Remarketing Agent next determines the Weekly Rate as required under the 2013 Series Ordinance.

Flexible Mode. The Remarketing Agent will determine, and is required to give telephonic or electronic notice (confirmed by telecopy) to the Trustee of, the duration of the Rate Period and the Flexible Rate in the manner set forth in the 2013 Series Ordinance. Except on an Adjustment Date, in the event that the Flexible Rate for any Series 2013 Bond is not determined by the Remarketing Agent on any Rate Determination Date, such Series 2013 Bond shall bear interest at a Flexible Rate equal to the SIFMA Swap Index for a Rate Period of seven days until the Remarketing Agent next determines the Flexible Rate as required under the 2013 Series Ordinance.

Adjustable Long Mode. The Remarketing Agent will determine, and is required to give telephonic or electronic notice (confirmed by telecopy) to the Trustee of, the Adjustable Long Rate in the manner set forth in the 2013 Series Ordinance. Except on an Adjustment Date, if the Remarketing Agent shall fail to determine an Adjustable Long Rate on a Rate Determination Date for a Rate Period within an Adjustable Long Mode, the Series 2013 Bonds shall automatically convert to a Rate Period of 367 days and shall bear interest at an Adjustable Long Rate equal to 90 percent of the interest rate on United States Treasury obligations with a maturity of one year.

Fixed Mode. From and after the Fixed Rate Conversion Date for a Series 2013 Bond, such Series 2013 Bond shall bear interest at the Fixed Rate with respect thereto established as provided below under "Conversion to a Fixed Rate."

Bank Purchase Mode. From and after the Bank Purchase Conversion Date for a Series 2013 Variable Rate Bond, such Series 2013 Variable Rate Bond shall bear interest at the Bank Purchase Rate.

Bank Rate. Each Bank Bond shall bear interest at the Bank Rate.

Maximum Interest Rate. At no time shall the Series 2013 Bonds (including Bank Bonds) bear interest at a rate higher than the Maximum Interest Rate, and at no time shall Series 2013 Bonds entitled to the benefit of a Liquidity Facility or Letter of Credit, as applicable, bear interest at a rate higher than the Interest Coverage Rate.

Purchase on Demand Date. While a Series 2013 Bond (other than a Bank Bond) bears interest at a Daily Rate, such Series 2013 Bond (or portion thereof in an Authorized Denomination) shall be purchased on a Demand Date therefor upon the demand of the Registered Owner thereof, at a purchase price equal to 100 percent of the principal amount thereof plus accrued interest, if any, to such Demand Date, upon irrevocable telephonic or written notice (which telephonic notice shall be confirmed in writing and which written notice may be given by telecopy) to both the Trustee's Agent and the Remarketing Agent, which notice must be received not later than 10:00 a.m., Chicago time, on a Business Day in order to be effective on that date. Any notice received after 10:00 a.m., Chicago time, on a Business Day shall be deemed given on the next succeeding Business Day. Such notice must specify the principal amount and number of such Series 2013 Bond, the name and the address of such Registered Owner and the taxpayer identification number, if any, of such Registered Owner. While a Series 2013 Bond (other than a Bank Bond) bears interest at a Weekly Rate, such Series 2013 Bond (or portion thereof in an Authorized Denomination) shall be purchased on a Demand Date therefor upon the demand of the Registered Owner thereof, at a purchase price equal to 100 percent of the principal amount thereof plus accrued interest, if any, to such Demand Date, upon irrevocable written notice (which may be given by telecopy) to the Trustee's Agent and the Remarketing Agent, which notice must be received by the Trustee's Agent and the Remarketing Agent not later than 4:00 p.m., Chicago time, on a Business Day in order to be effective on that day (any notice received after 4:00 p.m., Chicago time, on a Business Day shall be deemed given on the next succeeding Business Day). Such notice must specify (i) the principal amount and number of such Series 2013 Bond, the name and the address of such Registered Owner and the taxpayer identification number, if any, of such Registered Owner, and (ii) the Demand Date on which such Series 2013 Bond is to be purchased.

Purchase on Notice of Certain Liquidity Facility Default; Notice of Special Default. During the period a Liquidity Facility is in effect, the Series 2013 Bonds (other than Bank Bonds, Series 2013 Bonds owned by or on behalf of the City and Series 2013 Bonds bearing interest at a Fixed Rate) are subject to mandatory tender by the Registered Owners thereof to the Trustee when the Trustee gives Immediate Notice to the Registered Owners of such Series 2013 Bonds and the Remarketing Agent of the occurrence and continuation of a Liquidity Facility Default. In such case, the Registered Owner of any such Series 2013 Bond required to be

purchased may not elect to retain its Series 2013 Bond, and by the acceptance of such Series 2013 Bond shall be deemed to have agreed to sell such Series 2013 Bond to the Trustee on the date specified pursuant to the 2013 Series Ordinance.

During the period a Liquidity Facility is in effect, upon receipt by the Trustee of a written notice from the Bank of the occurrence of a Special Default under the Bank Agreement, the Trustee shall give Immediate Notice thereof to the Registered Owners of all the Bonds and the Remarketing Agent, which notice shall state that there will be no mandatory purchase of the Bonds as a result of such Special Default and that the Bonds will no longer be entitled to the benefits of a Liquidity Facility or, that the obligation of the Bank to provide funds thereunder is suspended but that the other tender provisions of the 2013 Series Ordinance will remain in effect, as the case may be, and that the Bank Agreement may terminate if such suspension is not cured within the time period specified in the Bank Agreement. If Immediate Notice of a mandatory tender has been given due to receipt by the Trustee of written notice from the Bank of the occurrence of a Liquidity Facility Default, but a Special Default occurs prior to the mandatory tender date, the Series 2013 Bonds (other than Bank Bonds, Series 2013 Bonds owned by or on behalf of the City and Series 2013 Bonds bearing interest at a Fixed Rate) shall remain subject to mandatory tender on such date, although the purchase price thereof will not be payable from amounts drawn under the Bank Agreement.

Purchase on Notice of Certain Events of Default under the Bank Agreement While a Letter of Credit is Required. During the period a Letter of Credit is in effect under the 2013 Series Ordinance, the Series 2013 Bonds (other than Bank Bonds, Series 2013 Bonds owned by or on behalf of the City and Series 2013 Bonds bearing interest at a Fixed Rate) are subject to mandatory tender by the Registered Owners thereof to the Trustee when the Trustee gives Immediate Notice to the Registered Owners of such Bonds and the Remarketing Agent of the occurrence of a default under the Bank Agreement. In such case, the Registered Owner of any such Series 2013 Bond required to be purchased may not elect to retain its Series 2013 Bond, and by the acceptance of such Series 2013 Bond shall be deemed to have agreed to sell such Series 2013 Bond to the Trustee on the date specified pursuant to the 2013 Series Ordinance.

Purchase in Connection with Credit Substitution Date or Liquidity Substitution Date. All Series 2013 Bonds (other than Bank Bonds, Series 2013 Bonds owned by or on behalf of the City and Series 2013 Bonds bearing interest at a Fixed Rate) shall be purchased on the Credit Substitution Date or Liquidity Substitution Date. A purchase of Series 2013 Bonds pursuant to this paragraph shall be at a purchase price for each such Series 2013 Bond equal to the principal amount thereof plus accrued interest, if any, to the purchase date. The Registered Owner of such Series 2013 Bond may not elect to retain its Series 2013 Bond.

Purchase While Series 2013 Bonds Bear Flexible Rate. While any Series 2013 Bond bears interest at a Flexible Rate, such Series 2013 Bond shall be purchased on each Rate Change Date for such Series 2013 Bond, other than the Rate Change Date which is the first day of a Flexible Mode applicable to such Series 2013 Bond, and on the Adjustment Date immediately following the last day of the Flexible Mode, at a purchase price equal to 100 percent of the principal amount thereof. The Registered Owner of such Series 2013 Bond may not elect to retain its Series 2013 Bond.

Purchase Prior to Stated Termination Date When Required Substitute Credit Support Instrument Not in Place, Purchase Prior to Liquidity Facility or Letter of Credit Cancellation Date. During the period a Liquidity Facility or Letter of Credit is required under the 2013 Series Ordinance, all Series 2013 Bonds (other than Bank Bonds, Series 2013 Bonds owned by or on behalf of the City and Series 2013 Bonds bearing interest at a Fixed Rate) shall be purchased on the Business Day prior to each Stated Termination Date of the Liquidity Facility or Letter of Credit, as applicable. If a Liquidity Facility or Letter of Credit is no longer required pursuant to the 2013 Series Ordinance, all Series 2013 Bonds (other than Bank Bonds, Series 2013 Bonds owned by or on behalf of the City and Series 2013 Bonds bearing interest at a Fixed Rate) shall be purchased on the Business Day prior to the date of cancellation of such Liquidity Facility or Letter of Credit, as applicable. A purchase of Series 2013 Bonds pursuant to this paragraph shall be at a purchase price for each such Series 2013 Bond equal to the principal amount thereof plus accrued interest, if any, to the purchase date. The Registered Owner of such Series 2013 Bond may not elect to retain its Series 2013 Bond.

Purchase While Series 2013 Bonds Bear Adjustable Long Rate. While any Series 2013 Bond bears interest at an Adjustable Long Rate, such Series 2013 Bond shall be purchased on each Rate Change Date within an Adjustable Long Mode for such Series 2013 Bond, other than the Rate Change Date which is the first day of an Adjustable Long Mode applicable to such Series 2013 Bond, and on the Adjustment Date immediately following the last day of such Adjustable Long Mode, at a purchase price equal to 100 percent of the principal amount thereof. The Registered Owner of such Series 2013 Bond may not elect to retain its Series 2013 Bond.

Purchase on Adjustment Date. On each Adjustment Date with respect to a Series 2013 Bond (other than a Bank Bond), such Series 2013 Bond shall be purchased at a purchase price equal to 100 percent of the principal amount thereof, except that (i) a Series 2013 Bond which is to be purchased on an Adjustment Date which immediately follows the last day of a Flexible Mode shall be purchased as described under "Purchase While Series 2013 Bonds Bear Flexible Rate" above, and (ii) a Series 2013 Bond which is to be purchased on an Adjustment Date which immediately follows the scheduled final day of an Adjustable Long Mode shall be purchased as described under "Purchase While Series 2013 Bonds Bear Adjustable Long Rate" above. The Registered Owner of such Series 2013 Bond may not elect to retain its Series 2013 Bond.

Payment of Purchase Price. Tendered Bonds remarketed by the Remarketing Agent shall be delivered by the Trustee or the Trustee's Agent as directed by the Remarketing Agent by 11:00 a.m., Chicago time, on the date of purchase against payment therefor. The proceeds of sale by the Remarketing Agent shall be delivered to the Trustee by 10:30 a.m., Chicago time, on the date of purchase. The Trustee's Agent shall pay the purchase price of each Tendered Bond from the sources specified in the 2013 Series Ordinance, to the Registered Owner thereof by 1:30 p.m., Chicago time, on the purchase date; provided that the Trustee's Agent shall have confirmed that such Registered Owner has delivered such Tendered Bond (with any necessary endorsements) to the designated corporate office of the Trustee's Agent no later than 12:00 noon, Chicago time, on such date.

If sufficient moneys are on deposit with the Trustee or the Trustee's Agent to pay the applicable purchase price of any Tendered Bond, such Tendered Bond will be deemed to have been purchased whether or not delivered by the Registered Owner thereof on the date such

Tendered Bond is to be purchased. If any such purchased Tendered Bond is not so delivered, the City will execute and the Trustee will authenticate and deliver a replacement Series 2013 Bond of like date, Maturity Date and denomination as the Tendered Bond and bearing a number not contemporaneously outstanding.

Purchase Price of Bank Bonds. The purchase price of remarketed Bank Bonds shall be 100 percent of the principal amount thereof plus accrued interest, if any, through the Bond Sale Date.

No Remarketing After Certain Defaults. There shall be no remarketing of Tendered Bonds unless consented to in writing by the City and the Remarketing Agent, (a) during the period a Liquidity Facility or Letter of Credit is in effect, and (b) if there shall have occurred and be continuing an Event of Default under the General Ordinance of which an authorized officer in the principal office of the Remarketing Agent or an authorized officer in the designated corporate trust office of the Trustee has actual knowledge. In addition, when a Liquidity Facility is in effect, the Remarketing Agent shall be under no obligation to remarket Bonds upon the occurrence and continuance of a Special Default or Liquidity Facility Default under the 2013 Series Ordinance or the wrongful failure by the Bank to honor a properly presented purchase notice under the Liquidity Facility.

If the Remarketing Agent is unable to remarket the Tendered Bonds upon a tender thereof, and the Bank does not purchase the Tendered Bonds for any reason whatsoever, the City may, but need not, purchase the Tendered Bonds. If the City does not purchase the Tendered Bonds, the Tendered Bonds shall remain Outstanding and shall continue to be owned by the Holders seeking to tender their Tendered Bonds. Such Tendered Bonds shall bear interest at the Failed Tender Rate until funds to purchase such Tendered Bonds are made available to such Holders, at which time such Holders shall be required to deliver such Tendered Bonds as if the failed purchase had not occurred. If such failed purchase occurs in connection with any Adjustment Date, such Tendered Bonds subject to the Adjustment Date shall remain outstanding in the Interest Mode in which they had been and shall bear interest at the Failed Tender Rate as aforesaid.

Conversion to an Adjustable Long Mode or Short Mode. The City may designate a different Interest Mode with respect to any Series 2013 Bond during a Flexible Mode or one or more Adjustable Long Modes on any Rate Change Date, and during a Daily Mode, a Weekly Mode or Bank Purchase Mode on any Business Day, upon compliance with the 2013 Series Ordinance.

If the Remarketing Agent does not determine the interest rate applicable to the initial Rate Period during a new Interest Mode with respect to any Series 2013 Bond or if any relevant opinion required is not delivered, the immediately succeeding Interest Mode with respect to the Series 2013 Bonds in the Interest Mode then ending shall be determined as provided in the 2013 Series Ordinance.

Designation of Substitute Adjustment Date. The City may designate a Substitute Adjustment Date (i) for any Bank Bonds, with Bank Approval, on any Business Day, and (ii) for any Series 2013 Bonds in an Adjustable Long Mode, on any Business Day on which such

Series 2013 Bonds can be optionally redeemed at a price of par plus accrued interest as set forth in the 2013 Series Ordinance. The Substitute Adjustment Date shall be the next succeeding Adjustment Date for such Series 2013 Bonds for all purposes of the 2013 Series Ordinance.

Fixed Rate Conversion. On any Rate Change Date during a Flexible Mode or an Adjustable Long Mode, or on any Business Day during a Daily Mode, a Weekly Mode, a Bank Purchase Mode, or at any time with respect to Bank Bonds in connection with their remarketing, the interest rate to be borne by all or any portion of the Series 2013 Bonds in such Interest Mode shall be converted to a Fixed Rate, and such Series 2013 Bonds so converted shall thereafter bear interest at such Fixed Rate until payment of the principal or redemption price thereof shall have been made or provided for in accordance with the provisions of the 2013 Series Ordinance.

If the conversion of the interest rate of any Series 2013 Bond does not occur for any reason, including in the event that any condition precedent to the Fixed Rate Conversion shall not occur, such Series 2013 Bonds shall bear interest from and after the proposed Fixed Rate Conversion Date as provided in the 2013 Series Ordinance.

Effect of Notices. Any notice mailed as provided herein shall be conclusively presumed to have been given, whether or not the Registered Owner of Series 2013 Bonds receives the notice.

Redemption. The Series 2013 Bonds shall be subject to redemption prior to their Maturity Date in the amounts, at the times and in the manner provided below.

(b) Optional Redemption.

(i) Series 2013 Bonds in a Daily Mode or a Weekly Mode shall be subject to redemption prior to their Maturity Date at the option of the City, in whole or in part (and, if in part, in an Authorized Denomination) on any Business Day during such Daily Mode or Weekly Mode, as applicable, at a redemption price equal to _____ percent of the principal amount thereof plus accrued interest, if any, to the redemption date.

(ii) Subject to any limitations set forth in the applicable Bank Purchase Rate Agreement, Series 2013 Bonds in the Bank Purchase Rate Mode shall be subject to redemption on any Interest Payment Date, at the direction of the City, in whole or in part, at a redemption price equal to the principal amount of the Series 2013 Bonds to be redeemed plus accrued interest to, but not including, the redemption date plus the applicable redemption premium, if any, as provided in the applicable Bank Purchase Rate Agreement.

(iii) Series 2013 Bonds in an Adjustable Long Mode shall be subject to redemption prior to their Maturity Date, during each Rate Period therein, at the option of the City, in whole or in part (and, if in part, in an Authorized Denomination) on any Business Day after the No-Call Period described below, at the following redemption prices (expressed as percentages of the principal amount of Series 2013 Bonds, called for redemption) plus accrued interest, if any, to the redemption date:

<u>Length of Rate Period</u>	<u>No-Call Period</u>	<u>Redemption Price</u>
greater than ___ years	___ years from the Rate Change Date	___%, declining ___% per 12 months to ___%
Less than or equal to ___ years and	until ___ years prior to end of Rate	___%
greater than ___ years	Period	
Less than or equal to ___ years	length of Rate Period	not subject to optional redemption

The City may deliver to the Trustee an alternative redemption schedule to the schedule shown above, if the City delivers to the Bank and the Trustee an Opinion of Bond Counsel to the effect that the alternative schedule of redemption will not adversely affect the validity and enforceability of the Series 2013 Bonds in accordance with their terms and does not adversely affect the exclusion from gross income for federal income tax purposes to which interest on the Series 2013 Bonds would otherwise be entitled. After the first Rate Change Date succeeding the delivery of such alternative schedule and Opinion of Bond Counsel, Series 2013 Bonds in an Adjustable Long Mode shall be subject to redemption pursuant to the terms of such alternative schedule.

(iv) Series 2013 Bonds in the Fixed Mode shall be subject to redemption prior to their Maturity Date at the option of the City, in whole or in part (and, if in part, in an Authorized Denomination) on any Business Day after the No-Call Period described below, at the following redemption prices (expressed as percentages of the principal amount of the Series 2013 Bonds called for redemption) plus accrued interest, if any, to the redemption date:

<u>Length of Maturity</u>	<u>No-Call Period</u>	<u>Redemption Price</u>
greater than ___ years	___ years from the Fixed-Rate	___%, declining ___% per 12 months to ___%
	Conversion Date	
Less than or equal to ___ years and greater	until ___ years prior to the Maturity	___%
than ___ years	Date	
Less than or equal to ___ years	term to the Maturity Date	not subject to optional redemption

The City may deliver to the Trustee an alternative redemption schedule to the schedule shown above, if the City delivers to the Bank and the Trustee an Opinion of Bond Counsel to the effect that the alternative schedule of redemption will not adversely affect the validity and enforceability of the Series 2013 Bonds in accordance with their terms and does not adversely affect the exclusion from gross income for federal income tax purposes to which interest on the Series 2013 Bonds would otherwise be entitled. Series 2013 Bonds which commence bearing interest at a Fixed Rate on or after the delivery of such alternative schedule and Opinion of Bond Counsel shall be subject to redemption in accordance with the provisions of such alternative schedule.

(v) Series 2013 Bonds bearing interest at a Flexible Rate or an Adjustable Long Rate shall be subject to optional redemption prior to their Maturity Date at the option of the City, in whole or in part (and, if in part, in an Authorized Denomination) on any Rate Change Date therefor, at a redemption price equal to ___ percent of the principal amount thereof plus accrued interest, if any, to the redemption date.

(c) Optional Redemption of Bank Bonds. Bank Bonds shall be subject to redemption prior to their Maturity Date at the option of the City, in whole or in part (and, if in part, in an Authorized Denomination) on any Business Day at a redemption price equal to ___ percent of the principal amount thereof plus accrued interest thereon at the Bank Rate, to the redemption date.

(d) Extraordinary Redemption of Bank Bonds. Bank Bonds shall be subject to mandatory redemption on the dates and in the amounts specified in the Bank Agreement. Such redemption shall be at a price equal to the principal amount thereof plus accrued interest at the Bank Rate thereon to the redemption date, without premium. Bank Bonds shall be redeemed pursuant to the 2013 Series Ordinance without any notice from or direction by the City.

(e) Priority of Redemption. In all events, Bank Bonds shall be redeemed prior to any other Series 2013 Variable Rate Bonds.

(f) Mandatory Redemption of Series 2013 Bonds. The Series 2013 Bonds shall be subject to mandatory redemption prior to maturity in the amounts and upon terms as follows:

The Series 2013 Bonds are subject to mandatory redemption prior to maturity at a redemption price equal to ___ percent of the principal amount thereof on _____ 1 of the years and in the amounts set forth below, plus accrued interest to the date fixed for redemption:

Series 2013 Bonds due _____ 1, 20__

Year	Principal Amount	Year	Principal Amount
------	------------------	------	------------------

* Maturity Amount

The principal amount of the Series 2013 Bonds to be mandatorily redeemed in each year may be reduced through the earlier optional redemption thereof, with any partial optional redemption of such Series 2013 Bonds credited against future mandatory redemption requirements in such order of the mandatory redemption dates as the City may determine. In addition, on or prior to the sixtieth day preceding any mandatory redemption date, the Trustee may, and if directed by the City shall, purchase Series 2013 Bonds required to be retired on such mandatory redemption date. Any such Series 2013 Bond so purchased shall be canceled and the

principal amount thereof shall be credited against the payment required on such next mandatory redemption date.

General Provisions Regarding Redemptions. No optional redemption of less than all of the Series 2013 Bonds Outstanding shall be made unless (i) if such redemption is of Series 2013 Bonds bearing interest at a Bank Rate, Short Rate or an Adjustable Long Rate, the aggregate principal amount of Series 2013 Bonds to be redeemed is equal to \$100,000 or integral multiples thereof, and (ii) if such redemption is with respect to Series 2013 Bonds bearing interest at a Fixed Rate, the aggregate principal amount of Series 2013 Bonds to be redeemed is equal to \$5,000 multiples. Any redemption of less than all of the Series 2013 Bonds Outstanding shall be made in such a manner that all Series 2013 Bonds Outstanding after such redemption are in Authorized Denominations.

(i) Series 2013 Bonds may be called for redemption by the Trustee (A) in the case of Series 2013 Bonds bearing interest at a Short Rate, upon receipt by the Trustee at least 20 days prior to the redemption date of a written request of the City requesting such redemption, or in accordance with the mandatory schedule provided herein, or (B) in the case of Series 2013 Bonds bearing interest at an Adjustable Long Rate or a Fixed Rate, upon receipt by the Trustee at least 45 days prior to the redemption date of a written request of the City requesting such redemption, or in accordance with the mandatory schedule provided herein.

(ii) Bank Bonds may be called for redemption by the Trustee upon receipt by the Trustee at least one Business Day prior to the redemption date of a written request of the City requesting such redemption.

Notice of Redemption. Except as otherwise provided with respect to Bank Bonds in the 2013 Series Ordinance, notice of the call for any redemption identifying the Series 2013 Bonds to be redeemed shall be given by first class mail, postage prepaid, with respect to Series 2013 Bonds bearing interest at a Short Rate, not less than 20 or more than 45 days prior to the date fixed for redemption, and shall be given by first class mail, postage prepaid, with respect to Series 2013 Bonds bearing interest at an Adjustable Long Rate or a Fixed Rate, not less than 30 or more than 60 days prior to the date fixed for redemption, to the Registered Owners of Series 2013 Bonds to be redeemed at their addresses as shown on the registration books of the City maintained by the Bond Registrar. Failure to give notice in the manner prescribed with respect to any Series 2013 Bond, or any defect in such notice, shall not affect the validity of the proceedings for redemption for any Series 2013 Bond with respect to which notice was properly given. Upon the happening of the above conditions and if sufficient moneys are on deposit with the Trustee on the applicable redemption date to redeem the Series 2013 Bonds to be redeemed and to pay interest due thereon and premium, if any, the Series 2013 Bonds thus called shall not after the applicable redemption date bear interest, be protected by the Ordinances or be deemed to be Outstanding under the provisions of the Ordinances.

Selection of Series 2013 Bonds to be Redeemed. If less than all the Series 2013 Bonds shall be called for redemption under any provision of the 2013 Series Ordinance permitting such partial redemption, the particular Series 2013 Bonds or portions thereof to be redeemed shall be selected by the City and designated to the Trustee; *provided, however*, that (i) in the case of the

redemption of less than all Series 2013 Bonds which bear interest in the same Interest Mode at the same rates for the same Rate Periods and which in the case of Series 2013 Bonds bearing interest at a Fixed Rate were converted on the same date, such redemption shall be by lot in such manner as the Trustee may determine among such Series 2013 Bonds, and (ii) subject to other applicable provisions of the 2013 Series Ordinance, the portion of any Series 2013 Bond to be redeemed shall be in a principal amount equal to an Authorized Denomination. Any redemption of less than all of the Series 2013 Bonds Outstanding shall be made first from Bank Bonds.

Liquidity Facility or Letter of Credit. The City covenants and agrees that at all times while any Series 2013 Bonds are Outstanding which bear interest at a rate other than the Fixed Rate, the City will maintain either a Liquidity Facility or a Letter of Credit in full force and effect with respect to all Series 2013 Bonds bearing interest at other than a Bank Rate except as otherwise provided in the 2013 Series Ordinance. The City may obtain a Substitute Liquidity Facility at any time in accordance with the terms of the 2013 Series Ordinance, in which event the Series 2013 Bond shall be subject to mandatory tender pursuant to the 2013 Series Ordinance.

Liquidity Facility or Letter of Credit Not Required in Certain Circumstances. Prior to the Fixed Rate Conversion Date therefor, unless the City is serving as a substitute provider of a Liquidity Facility, all the Series 2013 Bonds (other than Bank Bonds and Series 2013 Bonds owned by or on behalf of the City) are required to have the benefit of a Liquidity Facility or a Letter of Credit, except as otherwise provided in the 2013 Series Ordinance.

Registration, Transfer and Exchange. Subject to certain limitations set forth in the 2013 Series Ordinance with respect to Series 2013 Bonds in the Bank Purchase Mode, this Series 2013 Bond is transferable, as provided in the Ordinances, only upon the books of the City kept for that purpose at the designated corporate trust office of the Trustee in Chicago, Illinois, by the registered owner of this Series 2013 Bond in person, or by the owner's agent duly authorized in writing. Upon the surrender of this Series 2013 Bond, together with a written instrument of transfer satisfactory to the Trustee duly executed by the registered owner or the owner's agent authorized in writing, and upon the payment of any charges prescribed in the Ordinances, a new registered Series 2013 Bond, in the same aggregate principal amount and of the same maturity, shall be issued to the transferee as provided in the Ordinances. The City and the Trustee may deem and treat the registered owner as the absolute owner of this Series 2013 Bond (whether or not this Series 2013 Bond shall be overdue) for the purpose of receiving payment of or on account of principal of this Series 2013 Bond and the redemption price, if any, and interest due on this Series 2013 Bond and for all other purposes, and neither the City nor the Trustee shall be affected by any notice to the contrary. Neither the City nor the Trustee shall be obligated to make any exchange or transfer of this Series 2013 Bond during the period from any record date to the next interest payment date on the Series 2013 Bonds or to make any such transfer or exchange of this Series 2013 Bond if this Series 2013 Bond is proposed to be redeemed after its selection by the Trustee for redemption.

The Series 2013 Bonds are issued in fully registered form in the denomination of \$100,000 or any integral multiple of \$5,000 in excess of that amount. Subject to the limitations and upon payment of the charges provided in the Ordinances, Series 2013 Bonds in fully

registered form may be exchanged for a like aggregate principal amount of Series 2013 Bonds in fully registered form of other authorized denominations.

Defeasance. Provision for payment of all or any portion of the Series 2013 Bonds may be made, and the Ordinances may be discharged, prior to payment of the Series 2013 Bonds in the manner provided in the Ordinances.

Miscellaneous. The Registered Owner of this Series 2013 Bond shall have no right to enforce the provisions of the Ordinances or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Ordinances; or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Ordinances.

It Is Hereby Certified, Recited And Declared that all acts and conditions required to be performed precedent to and in the issuance of this Series 2013 Bond have been performed in due time, form and manner as required by law, and that the issuance of this Series 2013 Bond and the Series of which it forms a part does not exceed or violate any constitutional or statutory limitation.

This Series 2013 Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Ordinances unless and until the certificate of authentication hereon shall have been duly executed by the Trustee.

IN WITNESS WHEREOF, the City of Chicago, Illinois, by the City Council of the City of Chicago, has caused this Series 2013 Bond to be executed in its name by the manual or facsimile signature of the Mayor of the City and attested by the manual or facsimile signature of the City Clerk of the City and its corporate seal (or a facsimile of that seal) to be affixed, imprinted, engraved, or otherwise reproduced on this Series 2013 Bond, all as of the Original Issue Date identified above.

CITY OF CHICAGO, ILLINOIS

By: _____
Mayor

(Seal)

Attest:

City Clerk

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Series 2013 Bonds described in the within-mentioned Ordinances.

Authentication Date: _____

_____, as Trustee

By: _____
Authorized Signatory

ASSIGNMENT

The following abbreviations, when used in the inscription on the face of this certificate, shall be construed as though they were written out in full according to applicable laws or regulations:

UNIF GIFT MIN ACT--

TEN COM	--	as tenants in common	Custodian
TEN ENT	--	as tenants by entity	_____
JT TEN	--	as joint tenants with right of survivorship and not as tenants in common	(Cust) (Minor)

Under Uniform Gift to Minors Act
(State)

Additional abbreviations may also be used
though not in the above list.

For Value Received, the undersigned sells, assigns and transfers unto

[_____]
(Name and Address of Assignee)

this Bond of the City of Chicago and does hereby irrevocably constitute and appoint

[_____]
to transfer said Bond
on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

Signature: _____

Signature guaranteed: _____

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

NOTICE OF RATE PERIOD

Rate Change Date on which Current Rate Period Commences:

Next Rate Change Date:

Applicable Interest Rate during Current Rate Period:

Applicable Optional Redemption Provisions during Current Rate Period (if Adjustable Long Mode):

_____, as Trustee

By: _____

Section 702. Execution of Series 2013 Bonds.

The Series 2013 Bonds shall be executed by the manual or facsimile signatures of the Mayor of the City and the City Clerk of the City and shall have the corporate seal of the City affixed to them (or a facsimile of that seal printed on them). The Mayor and the City Clerk are each authorized to file or to retain on file with the Illinois Secretary of State their manual signatures certified by them pursuant to the Uniform Facsimile Signature of Public Officials Act, as amended, and the use of their facsimile signatures to execute the Series 2013 Bonds is authorized upon such filing. Each Series 2013 Bond so executed by the facsimile signature of the Mayor and the City Clerk shall be as effective as if executed by the hand of such officer. The validity of any Series 2013 Bond shall remain unimpaired although one or more of the officers executing such Series 2013 Bond shall have ceased to be such officer or officers before delivery of any Series 2013 Bond to its Holder.

No Series 2013 Bond shall be valid for any purpose unless and until a certificate of authentication of that Series 2013 Bond substantially in the form set forth in the form of Series 2013 Bond in Section 701 shall have been duly executed by the Trustee with respect to that Series 2013 Bond. That certificate upon any Series 2013 Bond shall be conclusive evidence that such Series 2013 Bond has been authenticated and delivered under the General Ordinance and this 2013 Series Ordinance. The Trustee's certificate of authentication on any Series 2013 Bond shall be deemed to have been executed by it if signed by an authorized officer or signatory of the Trustee, but it shall not be necessary that the same officer or signatory sign the certificate of authentication on all of the Series 2013 Bonds. The Trustee is authorized and directed to cause all Series 2013 Bonds executed by the City to be authenticated in accordance with the provisions of the General Ordinance and this 2013 Series Ordinance.

Article VIII

FORM AND EXECUTION OF THE TIFIA BOND(S)

Section 801. Form of the TIFIA Bond(s).

The TIFIA Bond(s) shall be in substantially the following form:

(Form of TIFIA Bond)

**Registered
No.** _____

**Registered Not to Exceed
\$** _____

UNITED STATES OF AMERICA
STATE OF ILLINOIS

CITY OF CHICAGO
MOTOR FUEL TAX REVENUE TIFIA BOND

**Interest
Rate:** _____ %

**Maturity
Date:** _____ 1, _____

**Dated
Date:** _____ 1, _____

Registered Owner: UNITED STATES DEPARTMENT OF TRANSPORTATION, acting by and through the Federal Highway Administrator, or its assigns

Maximum Principal Amount:

[1] THE CITY OF CHICAGO, ILLINOIS (the "City") for value received, promises to pay to the United States Department of Transportation, acting by and through the Federal Highway Administrator, or its assigns (the "TIFIA Lender" and "Registered Owner"), the lesser of (x) the Maximum Principal Amount set forth above and (y) the aggregate unpaid principal amount of all disbursements (the "Disbursements") made by the TIFIA Lender (such lesser amount, together with any interest that is capitalized in accordance with the provisions of the TIFIA Loan Agreement referred to below, being hereinafter referred to as the "Outstanding TIFIA Loan Balance"), together with accrued and unpaid interest (including, if applicable, interest at the TIFIA Default Rate, as defined in the TIFIA Loan Agreement) on the Outstanding TIFIA Loan Balance and all fees, costs and other amounts payable in connection therewith, all as more fully described in the below-referenced TIFIA Loan Agreement. This bond is one of a duly authorized Series of bonds of the City designated "Motor Fuel Tax Revenue TIFIA Bonds" (the "TIFIA Bond(s)"), in the aggregate principal amount of \$ _____ issued pursuant to the home rule powers of the City and under and pursuant to the Motor Fuel Tax Revenue Bonds General Ordinance of the City duly adopted on November 28, 1990, as amended from time to time (the "General Ordinance"), and a 2013 Series and Supplemental Ordinance adopted on _____, 2013 (the "2013 Series Ordinance" and, together with the General Ordinance, the "Ordinances"). As provided in the General Ordinance, Bonds (as defined below) of the City may be issued from time to time pursuant to Series Ordinances in one or more series, in various principal amounts, may mature at different times, may bear interest at different rates, and, subject to the provisions of the General Ordinance, may otherwise vary. Proceeds derived from the

issuance of the TIFIA Bond(s) will be used for the purposes described in the TIFIA Loan Agreement. Each Disbursement made by the TIFIA Lender to the City pursuant to the TIFIA Loan Agreement and each prepayment made on account of the Outstanding TIFIA Loan Balance, shall be recorded by or on behalf of the TIFIA Lender and endorsed on the grid attached hereto as Appendix One in accordance with the terms of the TIFIA Loan Agreement, which is hereby made a part hereof. The principal hereof shall be payable in the manner and at the place provided in the TIFIA Loan Agreement in accordance with Appendix Two, as revised from time to time in accordance with the TIFIA Loan Agreement, until paid in full. Such Appendix Two shall be revised or completed by or on behalf of the TIFIA Lender in accordance with the terms of the TIFIA Loan Agreement. Payments hereon are to be made in accordance with Sections ___ and ___ of the TIFIA Loan Agreement as the same become due. Principal of and interest on this bond shall be paid in funds available on or before the due date and in any lawful coin or currency of the United States of America which at the date of payment is legal tender for the payment of public and private debts.

[2] The TIFIA Bond(s) have been executed under and pursuant to a TIFIA Loan Agreement, dated as of the date hereof, between the TIFIA Lender and the City (the "**TIFIA Loan Agreement**") and is issued to evidence the obligation of the City under the TIFIA Loan Agreement to repay the loan made by the TIFIA Lender and any other payments of any kind required to be paid by the City under the TIFIA Loan Agreement or the other TIFIA Loan Documents referred to therein. Reference is made to the TIFIA Loan Agreement for all details relating to the City's obligations hereunder. All capitalized terms used in this bond and not defined herein shall have the meanings set forth in the TIFIA Loan Agreement and the Ordinances, as applicable.

[3] The TIFIA Bond(s) are issued in fully registered form in the denomination of \$5,000 or any integral multiple of \$5,000. Subject to the limitations and upon payment of the charges provided in the Ordinances, TIFIA Bond(s) in fully registered form may be exchanged for a like aggregate principal amount of TIFIA Bonds(s) in fully registered form of other Authorized Denominations.

[4] The interest payable on this TIFIA Bond on each interest payment date will be paid to the person in whose name this TIFIA Bond is registered at the close of business on the fifteenth day of the month next preceding the interest payment date. The principal of and redemption price, if any, of and interest on this TIFIA Bond (and the interest payable on any redemption of this TIFIA Bond other than on an interest payment date) are payable in the manner and at the place provided in the TIFIA Loan Agreement.

[5] This TIFIA Bond shall be subject to mandatory redemption in accordance with the TIFIA Loan Agreement.

This TIFIA Bond shall be subject to redemption at the option of the City in whole or in part (and, if in part, the principal installments and amounts thereof to be redeemed are to be determined in accordance with the TIFIA Loan Agreement; provided, however, such redemption shall be at such premium and in such amounts as provided in the TIFIA Loan Agreement.

[6] This TIFIA Bond is a legal, valid and binding limited obligation of the City payable solely from Motor Fuel Tax Revenues which lawfully may be used for the purpose of payment of Municipal Indebtedness (as defined in the General Ordinance), certain Additional City Revenues (as defined in the 2013 Series Ordinance) or from certain other moneys and securities held by the Trustee under the Ordinances. The TIFIA Bond(s) do not constitute an indebtedness of the City within the meaning of any constitutional or statutory provision or limitation of indebtedness. Neither the full faith and credit nor the taxing power of the City, the State of Illinois or any political subdivision of the State of Illinois is pledged to the payment of the principal, redemption price, or interest on the TIFIA Bond(s).

[7] The outstanding Series 1993 Bonds, the outstanding Series 2003 Bonds, the outstanding Series 2008 Bonds and the TIFIA Bond(s), together with other Bonds that may be issued in the future under the General Ordinance on a parity with the TIFIA Bond(s) (collectively, the "**Bonds**"), are payable as to principal, redemption price, and interest from Motor Fuel Tax Revenues of the City which lawfully may be used for the purpose of payment of Municipal Indebtedness, from certain Additional City Revenues or from certain other moneys and securities held by the Trustee under the Ordinances.

Reference to the Ordinances is made for a description of the pledges, assignments, liens, security interests, and covenants securing the Bonds (as defined below), including TIFIA Bond(s), the nature, extent, and manner of enforcement of those pledges, assignments, liens, security interests, and covenants, the rights and remedies of the registered owners of the Bonds, and the terms and conditions upon which Bonds have been, are and may be issued.

Reference is made to the Financing Documents for other covenants and declarations of the City and other terms and conditions upon which this TIFIA Bond has been issued, which terms and conditions shall for all purposes have the same effect as if fully set forth herein. The City unconditionally covenants that it will keep and perform all of the covenants of this TIFIA Bond and the Financing Documents.

[8] Pursuant to the General Ordinance, the City has established a Debt Service Fund and Debt Service Reserve Fund with respect to Bonds issued under the General Ordinance. The City has established a TIFIA Bond(s) Account in the Debt Service Fund, which is to be used for paying the principal of and interest on the TIFIA Bond(s). The City has established a TIFIA Debt Service Reserve Account in the Debt Service Reserve Fund for the sole benefit of the holders of the TIFIA Bond(s).

[9] The City has assigned to the Trustee for the benefit of the holders from time to time of Bonds all Motor Fuel Tax Revenues received by the City that are to be collected by the Illinois Department of Revenue that may lawfully be used for the payment of Municipal Indebtedness, as well as Additional City Revenues. For the benefit of the holders of Bonds, the City has pledged, assigned and granted to the Trustee a first lien on and first security interest in all Motor Fuel Tax Revenues and Additional City Revenues received that lawfully may be so used for payment in full of principal and redemption price of, and interest on all such Bonds, as such amounts become due and payable, whether by the terms of such Bonds or as provided in the General Ordinance or the Series Ordinance applicable to such Bonds. Pursuant to the Ordinances and the TIFIA Loan Agreement, the City has provided for deposit requirements in

the TIFIA Bond(s) Account of the Debt Service Fund. The pledge, assignment and grant of a lien and security interest are subject to the right of the City to apply for its other lawful purposes any amounts which it has on hand and which are are not required to remain on deposit in or to be deposited in the Debt Service Fund.

[10] Any delay on the part of the TIFIA Lender in exercising any right hereunder shall not operate as a waiver of any such right, and any waiver granted with respect to one default shall not operate as a waiver in the event of any subsequent default.

[11] It is certified, recited and declared that all acts, conditions, and things required by law to exist, to have happened, and to have been performed precedent to and in connection with the issuance of this TIFIA Bond, did exist, have happened, and have been performed in due time, form, and manner as required by law. [This TIFIA Bond is issued with the intent that the federal laws of the United States of America shall govern its construction to the extent such federal laws are applicable and the internal laws of the State of Illinois shall govern its construction to the extent such federal laws are not applicable.]

[12] This TIFIA Bond shall not be valid or become obligatory for any purpose until the Certificate of Authentication hereon has been signed manually by the Trustee.

[13] In Witness Whereof, the City of Chicago, Illinois, by the City Council of the City of Chicago, has caused this TIFIA Bond to be executed in its name by the manual or facsimile signature of the Mayor of the City and attested by the manual or facsimile signature of the City Clerk of the City and its corporate seal (or a facsimile of that seal) to be affixed, imprinted, engraved, or otherwise reproduced on this TIFIA Bond, all as of the Dated Date identified above.

City of Chicago, Illinois

By: _____
Mayor

(Seal)

Attest:

City Clerk

CERTIFICATE OF AUTHENTICATION

This TIFIA Bond is one of the Bonds described in the within-mentioned Ordinances.

Date of Authentication: _____, _____

as Trustee [and Paying Agent]

By: _____
Authorized Signatory

Assignment

The following abbreviations, when used in the inscription on the face of this certificate, shall be construed as though they were written out in full according to applicable laws or regulations:

Unif Gift Min Act - _____ Custodian _____
(Cust)

(Minor)

under Uniform Gifts to Minors

Act _____
(State)

TEN COM - as tenants in common

TEN ENT - as tenants by the entireties

JT TEN - as joint tenants with right of survivorship and not as tenants in common

Additional abbreviations may also be used though not in the above list.

For value received _____ sells, assigns, and transfers
unto _____
(Please insert Social Security or other identifying number of Assignee)

(Please print or typewrite name and address of Assignee)

this Bond of the City of Chicago, Illinois and irrevocably constitutes and appoints _____ agent to register the transfer of that Bond on the books kept for its registration.

Dated: _____

Signature Guaranteed:

Signature:

Notice: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

Notice: The signature to this assignment must correspond with the name as it appears on the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Appendix One

Maximum Principal Sum: \$ _____

Maturity Date: _____

Borrower: City of Chicago

TIFIA Lender: The United States Department of Transportation, acting by and through the Federal Highway Administrator

DISBURSEMENTS AND PAYMENTS OF PRINCIPAL¹

Date	Amount of Disbursement	Amount of Principal Paid	Unpaid Principal Sum	Notation Made by

¹ This Grid may be extended if the number of Disbursements, payments and extensions so requires.

**Appendix Two
TIFIA Loan Amortization Schedule
Riverwalk Expansion Project**

Principal Amount: \$		Effective Date:			Interest Rate %		
Date	Beginning Balance	Disbursements	Interest (Capitalized & Accrued)	Interest Paid	Principal Repayment	Accrued Interest Payment	Ending Balance

Notes:

Assumed substantial Completion Date: _____
 [Semiannual Interest and Principal and Semiannual Compounding.]
 Interest Calculated Based Upon Actual Days over Actual Days.

Section 802. Execution of TIFIA Bond(s).

The TIFIA Bond(s) shall be executed by the manual or facsimile signatures of the Mayor of the City and the City Clerk of the City and shall have the corporate seal of the City affixed to them (or a facsimile of that seal printed on them). The Mayor and the City Clerk are each authorized to file or to retain on file with the Illinois Secretary of State their manual signatures certified by them pursuant to the Uniform Facsimile Signature of Public Officials Act, as amended, and the use of their facsimile signatures to execute the TIFIA Bond(s) is authorized upon such filing. The TIFIA Bond(s) so executed by the facsimile signature of the Mayor and the City Clerk shall be as effective as if executed by the hand of such officer. The validity of the TIFIA Bond(s) shall remain unimpaired although one or more of the officers executing the TIFIA Bond(s) shall have ceased to be such officer or officers before delivery of any TIFIA Bond(s) to the holder thereof or its designee.

No TIFIA Bond shall be valid for any purpose unless and until a certificate of authentication of that TIFIA Bond substantially in the form set forth in the form of TIFIA Bond attached hereto as Exhibit A shall have been duly executed by the Trustee with respect to that TIFIA Bond. That certificate upon any TIFIA Bond shall be conclusive evidence that such TIFIA Bond has been authenticated and delivered under the General Ordinance and this 2013 Series Ordinance. The Trustee's certificate of authentication on any TIFIA Bond shall be deemed to have been executed by it if signed by an authorized officer or signatory of the Trustee, but it shall not be necessary that the same officer or signatory sign the certificate of authentication on all of the TIFIA Bonds. The Trustee is authorized and directed to cause all TIFIA Bonds executed by the City to be authenticated in accordance with the provisions of the General Ordinance and this 2013 Series Ordinance.

In the event an Additional Bond is issued pursuant to Section 210(c) of this 2013 Series Ordinance in connection with a refunding of the TIFIA Bond(s), the Additional Bond shall be in substantially the form of the TIFIA Bond(s) contained in Section 801 hereof, with such changes therein as shall be approved by the Chief Financial Officer in the best interests of the City in the TIFIA Loan Agreement (including the terms for extraordinary mandatory redemption pursuant to

the TIFIA Loan Agreement). The provisions of this Section 802 shall apply to such Additional Bond.

Article IX

AMENDMENTS OF GENERAL ORDINANCE

Section 901. Amendment of Recitals to the General Ordinance. The recitals of the General Ordinance are hereby amended to add the following to the end of the recitals to the General Ordinance (additions are underlined):

WHEREAS, to further secure the Bonds issued under this Ordinance, the City may from time to time determine to pledge all or a portion of certain revenues of the City which lawfully may be used for the purpose of payment of the Bonds, all as further described in this Ordinance.

Section 902. Amendment of Section 102 of the General Ordinance. Section 102 of the General Ordinance is amended by adding the definitions of "Additional City Revenues," "Additional City Revenues Fund" and "Motor Fuel Tax Revenue Bonds," below (additions are underlined):

"Additional City Revenues" shall have the meaning, if any, given to such term in a Series Ordinance, with respect to the Bonds to which such Series Ordinance relates.

"Additional City Revenue Fund" shall mean the Additional City Revenue Fund established in Section 601 of this Ordinance.

"Motor Fuel Tax Revenue Bonds" shall mean any bonds, notes or other evidences of an obligation of the City issued by the City pursuant to this Ordinance which are, in whole or in part, secured by and payable from Motor Fuel Tax Revenues and Additional City Revenues.

Section 903. Amendment of Section 204 of the General Ordinance. Section 204 of the General Ordinance is amended to read as follows (additions are underlined):

Section 204. Source of Payment; Pledge of Motor Fuel Tax Revenues and Additional City Revenues.

(1) The Bonds shall be legal, valid and binding limited obligations of the City with a claim for payment solely from Motor Fuel Tax Revenues which may lawfully be used for the purpose of payment of Municipal Indebtedness and from Additional City Revenues, once pledged to the payment of Bonds by the City pursuant to a Series Ordinance, or from certain other moneys and securities held by the Trustee under this Ordinance. Once Additional City Revenues are pledged to the payment of Bonds by the City pursuant to a Series Ordinance, the Bonds shall be paid first from such Additional City Revenues and then from Motor Fuel Tax Revenues which may lawfully be used for the purpose of payment of Municipal Indebtedness, or from certain other moneys and securities held by the Trustee under this Ordinance. Neither the full faith and credit nor

the taxing power of the City, the State of Illinois or any political subdivision of the State of Illinois is pledged to the payment of the principal, Redemption and Purchase Prices of, or interest on, the Bonds.

(2) For the benefit of the Holders from time to time of the Bonds, the City pledges, assigns and grants to the Trustee a first lien on and first security interest in all Motor Fuel Tax Revenues and all other moneys and securities held by the Trustee under this Ordinance which lawfully may be used for the purpose of payment of Municipal Indebtedness for payment in full of the principal, Redemption and Purchase Prices of, and interest on the Bonds, as such amounts become due and payable. The City may also, for the benefit of all Holders from time to time of the Bonds issued under this Ordinance, pledge, assign and grant to the Trustee pursuant to any Series Ordinance a first lien on and first security interest in any Additional City Revenues for payment in full of the principal, Redemption and Purchase Prices of, and interest on the Bonds, as such amounts become due and payable. Amounts required to be deposited in any Account of the Debt Service Fund secure and shall be used for only the Bonds with respect to which the Account is established.

This pledge and grant of lien and security interest is subject to the right of the City to apply any amounts not required to be deposited in the Debt Service Fund, or which are paid to the City or at the City's direction pursuant to this Ordinance, for its other lawful purposes.

(3) This pledge, assignment, and grant of lien and security interest shall be valid and binding from and after the date of issuance of any Bonds under this Ordinance; the Motor Fuel Tax Revenues and any Additional City Revenues so pledged, assigned and for which a grant of lien and security interest is made then or thereafter received by the City shall be immediately subject to the lien of such pledge, assignment and grant of lien and security interest without any physical delivery or further act; and the lien of such pledge, assignment and grant of lien and security interest shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the City, irrespective of whether such parties have notice of the lien.

Section 904. Amendment of Section 601 of the General Ordinance. Section 601 of the General Ordinance is amended to read as follows (additions are underlined and deletions are struck out):

Section 601. Establishment of Motor Fuel Tax Revenue Fund and any Revenue Fund for Additional City Revenues.

A. Motor Fuel Tax Revenue Fund

(1) The Motor Fuel Tax Revenue Fund is established as a separate and distinct fund, to be maintained by the Trustee. While any of the Bonds are outstanding, the City shall pay to the Trustee for deposit in the Motor Fuel Tax Revenue Fund all Motor Fuel Tax Revenues received by the City.

(2) Upon receipt of any amounts paid or deposited in the Motor Fuel Tax Revenue Fund, the Trustee shall determine the percentage of such amount which lawfully may not be used for payment of Municipal Indebtedness. The Trustee shall make that determination solely on the basis of the most recent City certificate delivered pursuant to Sections 205(3) or 914 of this Ordinance. The amount of each deposit of Motor Fuel Tax Revenues which shall be deemed to be lawfully available for payment of Municipal Indebtedness shall not be greater than the product of the amount deposited and a fraction equal to the percentage identified in such City certificate. The Trustee shall pay the amount which is deemed not to be lawfully available for payment of Municipal Indebtedness to the City, or upon the City's direction. If for any month there shall not be sufficient Additional City Revenues to make the required deposits in full to the Accounts in the Debt Service Fund and the Debt Service Reserve Fund, the The Trustee shall deposit the remaining amount in the Debt Service Fund as provided in this General Ordinance all amounts in the Motor Fuel Tax Revenue Fund which are lawfully available for the payment of Municipal Indebtedness. If for any month there shall be sufficient Additional City Revenues to make the required deposits in full to the Accounts in the Debt Service Fund and the Debt Service Reserve Fund, the Trustee shall pay such amounts in the Motor Fuel Tax Revenue Fund which are lawfully available for the payment of Municipal Indebtedness to the City or upon the City's direction.

B. Additional City Revenue Fund

(1) The Additional City Revenue Fund is established as a separate and distinct fund, to be maintained by the Trustee. Once Additional City Revenues are pledged in a Series Ordinance to the payment of Bonds, the City shall pay such Additional City Revenues (as defined in such Series Ordinance) to the Trustee for deposit in the Additional City Revenue Fund. Once Additional City Revenues are pledged in a Series Ordinance, such pledge shall remain in effect for such time period as set forth in such Series Ordinance.

(2) Upon receipt of any Additional City Revenues deposited in the Additional City Revenue Fund, the Trustee shall deposit monthly such amounts in the Debt Service Fund as provided in this General Ordinance.

Section 905. Amendment of Section 602 of the General Ordinance. Section 602 of the General Ordinance is amended to read as follows (additions are underlined and deletions are struck out):

Section 602. Establishment of Debt Service Fund. The Debt Service Fund is established as a separate and distinct fund, to be maintained by the Trustee in trust for the Holders from time to time of the Bonds, and shall be invested and used, all as provided by this Ordinance. This trust shall be irrevocable so long as any of the Bonds are outstanding. All Amounts in the Additional City Revenue Fund shall be deposited by the Trustee in the Debt Service Fund. To the extent that amounts in the Additional City Revenue Fund shall not be sufficient to make the required deposits in the Accounts in the Debt Service Fund and in the Debt Service Reserve Fund as provided in this Article VI, an amount of receipts of Motor Fuel Tax Revenues not paid to the City pursuant to

Section 601(2) of this Ordinance shall be deposited by the Trustee in the Debt Service Fund to the extent necessary to remedy such deficiency. Other funds of the City shall be deposited in the Debt Service Fund and the Debt Service Reserve Fund as required by this Ordinance. Amounts in the Debt Service Fund and the Debt Service Reserve Fund shall be used only as provided in this Ordinance and any Series Ordinance.

Section 906. Amendment of Section 604 of the General Ordinance. Section 604(3)(b) of the General Ordinance is amended to read as follows (additions are underlined):

Section 604. Deposits and Credits to the Accounts in the Debt Service Fund.

(3)(b) The amount in respect of principal, except for the first principal payment date for a Series, shall not be less than the product of the principal coming due (whether at maturity or pursuant to Sinking Fund Installments) on the next such principal payment date and a fraction, the numerator of which is one and the denominator of which is the number of months less one from the preceding principal payment date to the next principal payment date; *provided, however* that the denominator may not be less than one, until the full amount of that principal on the next principal payment date is on deposit. The amount in respect of principal on the first principal payment date shall be the amounts specified in the Series Ordinance for that Series, which shall be sufficient so that the full amount of that principal shall have been provided to have been deposited (based on dates for deposit of Motor Fuel Tax Revenues and Additional City Revenues, if any, as anticipated by the City) not less than 20 days prior to that principal payment date.

Section 907. Amendment of Section 605 of the General Ordinance. Section 605(3) of the General Ordinance is amended to read as follows (additions are underlined):

Section 605. Use and Withdrawal of Money From the Accounts in the Debt Service Fund.

(3) The Trustee shall use, upon the written direction of the Treasurer or other Authorized Officer of the City, amounts in any Account in the Debt Service Fund, other than a Rebate Account, to purchase or redeem Bonds of the Series to which such Account pertains at a price, in the case of purchase, not in excess of the principal amount (or Compound Accreted Value with respect to Bonds sold at a discount in excess of 2%) plus accrued interest to the date of purchase or, in the case of redemption, at the Redemption Price; *provided, however*, that amounts in an Account may be so used only if after any purchase or redemption there shall remain on deposit in such Account an amount equal to the amount which would have been required to have been deposited had the purchased or redeemed Bonds never been Outstanding. The principal amount of the Bonds so purchased or redeemed shall be applied against the Sinking Fund Installments for the Series of Bonds purchased or redeemed as provided in the Series Ordinance authorizing the issuance of that Series.

Section 908. Amendment of Section 901 of the General Ordinance. Section 901 of the General Ordinance is amended to read as follows (additions are underlined):

Section 901. Payment of Bonds. The City shall duly and punctually pay or cause to be paid (but only from Motor Fuel Tax Revenues which lawfully may be used for the purpose of payment of Municipal Indebtedness and Additional City Revenues), the principal, Redemption and Purchase Prices of and the interest on every Bond, at the dates and places and in the manner specified in this Ordinance, the Series Ordinances and the Bonds. The City will apply, deposit, invest and use all moneys required to be deposited in the various Funds and Accounts established by this Ordinance, all as provided in this Ordinance and the Series Ordinances.

Section 909. Amendment of Section 903 of the General Ordinance. Section 903 of the General Ordinance is amended to read as follows (additions are underlined):

Section 903. Further Assurance. The City shall, as far as it may be authorized by law to do so, comply with any reasonable request of the Trustee at any time to pass, make, do, execute, acknowledge and deliver, any further resolutions, acts, deeds, pledges, assignments, grants, transfers, filings and assurances as may be necessary or desirable for the better assuring, pledging, assigning, granting a lien on or security interest in and confirming the pledges, assignments and grants of (i) the Motor Fuel Tax Revenues which lawfully may be used for the purpose of payment of Municipal Indebtedness, (ii) the Additional City Revenues, if any, and (iii) the Funds and Accounts which are or are to be pledged, assigned or granted pursuant to this Ordinance and the Series Ordinances for the benefit of the Holders of the Bonds, or otherwise to provide for the payment of the principal of and interest on the Bonds as such amounts come due (but only from Motor Fuel Tax Revenues which lawfully may be used for the purpose of Municipal Indebtedness and any Additional City Revenues pledged pursuant to any Series Ordinance), and to provide for the compliance with, observance and performance of the obligations of the City under this Ordinance and the Series Ordinances. It will take all necessary steps to cause appropriate officers and agents of the City to pay all Motor Fuel Tax Revenues received or held by the City to the Trustee. It will also take all necessary steps to cause appropriate officers and agents of the City to pay any Additional City Revenues received or held by the City to the Trustee, if such Additional City Revenues are pledged pursuant to any Series Ordinance.

Section 910. Amendment of Section 904 of the General Ordinance. Section 904 of the General Ordinance is amended to read as follows (additions are underlined):

Section 904. Financial Statements. The City will keep proper books and accounts relating to, among other things, the amount of Motor Fuel Tax Revenues and Additional City Revenues received in each Fiscal Year, and the use of such Motor Fuel Tax Revenues and Additional City Revenues. The City shall furnish a copy of its annual general purpose financial statements, together with the accompanying auditor's report, to the Trustee and to any other Holder of the Bonds who shall request a copy.

Section 911. Amendment of Section 905 of the General Ordinance. Section 905 of the General Ordinance is amended to read as follows (additions are underlined):

Section 905. No Inconsistent Security Interests. The City will not secure any obligation other than Bonds with a pledge of, nor shall it create or suffer to exist a lien on or security interest in, nor shall it assign, any Motor Fuel Tax Revenues or Additional City Revenues in such a way that the claims for those other obligations on the Motor Fuel Tax Revenues or Additional City Revenues will be senior to or on a parity with the claims of the Holders of the Bonds. Nothing in this Section 905, or in any other Section of this Ordinance, shall prohibit the City from pledging Motor Fuel Tax Revenues or Additional City Revenues to secure or repay Credit Support Instruments, Reserve fund Credit Instruments, Qualified Swap Agreements, Qualified Options, Non-Qualified Swap Agreements and Non-Qualified Options nor shall it prohibit the City from issuing debt subordinate to the Bonds secured by Motor Fuel Tax Revenues and/or Additional City Revenues.

Section 912. Amendment of Section 907 of the General Ordinance. Section 907 of the General Ordinance is amended to read as follows (additions are underlined and deletions are struck out):

Section 907. Additional Bonds.

(1) The City covenants with the Holders from time to time of all Bonds that it will not issue any Additional Bonds except as provided in this Section.

(2) The City may issue at any time Additional Bonds for any lawful purpose allowed by the Use of Motor Fuel Tax Funds Act if there is then no default in payment of Bonds or in making required deposits to the Debt Service Fund if upon the issuance of the Additional Bonds, the value of each Account in the Debt Service Reserve Fund is not less than the Reserve Requirement for such Account and if the "revenues test" is met, as provided below.

The "revenues test" is met if at the date the contract is made to sell such Additional Bonds, the total amount of the City's Motor Fuel Tax Revenues which lawfully may be used for the purpose of Municipal Indebtedness, together with the total amount of any Additional City Revenues, shall equal or exceed two

times the maximum annual debt service requirements for all Bonds to be outstanding following the issuance of the Additional Bonds.

For purposes of this Section, Motor Fuel Tax Revenues which lawfully may be used for the purpose of Municipal Indebtedness and Additional City Revenues shall be equal to the amount of such Revenues received by the Trustee ~~and transferred from the Motor Fuel Tax Revenue Fund into the Debt Service Fund pursuant to this General Ordinance~~ in the immediately preceding 12 months for which information is available. The amount of such Revenues shall be certified by the Comptroller.

Maximum annual debt service requirements for these purposes shall be the maximum amount required to be deposited in the Debt Service Fund in the Fiscal Year of the calculation or any subsequent Fiscal Year. With respect to Variable Rate Bonds, the deposits for purposes of this Section shall be calculated in respect of interest as if the Bonds would bear interest at the lower of (i) the maximum rate which those Bonds may bear pursuant to law or (ii) the rate set forth in the applicable Series Ordinance; *provided*, that, if and so long as a Qualified Swap Agreement is in effect with respect to such Variable Rate Bonds, the interest component of Annual Debt Service Requirements shall be computed by reference to Section 206. With respect to Bonds for which there is a purchase, mandatory redemption or similar requirement which is provided to be paid through a Credit Support Instrument, the deposits shall be calculated in respect of principal on the basis of scheduled payments of principal (at maturity or pursuant to Sinking Fund Installments) and not pursuant to the purchase, redemption or similar requirements provided so to be paid through such an Instrument. With respect to Bonds for which the proceeds thereof are disbursed by such Bondholders over a period of time and which accrue interest on the outstanding balance as such disbursements are made to the City, the Annual Debt Service Requirements shall be computed based on an assumed full disbursement of all Bond proceeds as of the date of issuance of such Bonds.

(3) (a) Notwithstanding any other provision of this Section, the City may issue Additional Bonds to pay, purchase, redeem or refund Bonds if there will be in the judgment of the City no money available to make payments of interest on or principal of those Bonds (at maturity or on Sinking Fund Installment dates or pursuant to other mandatory redemption or purchase obligations) as such amounts come due.

(b) In addition to Additional Bonds which may be issued pursuant to paragraph (2) of this Section and subparagraph (a) of this paragraph (3), the City may issue Additional Bonds to pay, purchase, redeem or refund any Bonds if the total amount of the required deposits in the Debt Service Fund with respect to all Bonds after the issuance of the Additional Bonds will be not in excess of such required deposits for all Bonds Outstanding prior to the issuance of those Additional Bonds in each Fiscal Year in which any of those Bonds Outstanding prior to the issuance are to remain outstanding.

Section 913. Amendment of Section 1102 of the General Ordinance. Subparagraphs (1) and (2) of Section 1102 of the General Ordinance are amended to read as follows (additions are underlined):

Section 1102. Application Of Moneys After Default.

(1) The City covenants that if an Event of Default shall happen and shall not have been remedied, the City, upon the demand of the Trustee, shall cause to be paid over to the Trustee forthwith, all Additional City Revenues and all Motor Fuel Tax Revenues which lawfully may be used for the purpose of payment of Municipal Indebtedness held by or available to the City and which are needed for that purpose.

(2) During the continuance of an Event of Default, the Trustee shall apply all Additional City Revenues received by the Trustee and all Motor Fuel Tax Revenues which lawfully may be used for the purpose of payment of Municipal Indebtedness and received by the Trustee pursuant to any right given or action taken under the provisions of this Article as follows and in the following order:

Article X

AMENDMENTS TO MUNICIPAL CODE

Section 1001. New Article XIII and Section 2-32-1300. Chapter 2-32 of the Municipal Code is hereby amended by inserting a new Article XIII and Section 2-32-1300, as follows:

Article XIII. Riverwalk Fund

2-32-1300 Riverwalk fund.

(a) For purposes of this section, the following definitions shall apply:

"Chicago Riverwalk" means the area immediately adjacent and parallel to the south bank of the Chicago River to Wacker Drive and from Lake Street to Lake Shore Drive.

"General Ordinance" means the Motor Fuel Tax Revenue Bonds General Ordinance adopted on November 28, 1990 and published in the Journal of Proceedings of the city council

for such date at pages 25555 through 25604, inclusive, as amended by Article VIII of that certain 2003 Series Ordinance, adopted March 5, 2003 and published in the Journal of Proceedings of the city council for such date at pages 104562 through 104665, as further amended by the 2013 Series Ordinance, and as may be further amended from time to time.

"Kiosk" means a free standing, permanent structure (1) located on the sidewalk or other appropriate area on Upper Wacker Drive immediately adjacent to the Chicago Riverwalk or any entrance thereto; and (2) used exclusively or in part to direct people to an entrance from Upper Wacker Drive to the Chicago Riverwalk or to otherwise provide information about the Chicago Riverwalk. Portions of a kiosk not used to provide directions to or information about the Chicago Riverwalk may be used for outdoor advertising pursuant to section 2-32-055. For purposes of this section, the term "kiosk" does not include a bus shelter.

"2013 Series Ordinance" means the Series Ordinance Authorizing the Issuance of City of Chicago Motor Fuel Tax Revenue Bonds, Series 2013, adopted in accordance with the provisions of the General Ordinance, as such 2013 Series Ordinance may be amended from time to time.

(b) All revenues received by the city from the following sources shall be placed in a single appropriate fund designated by the budget director, in consultation with the comptroller, for the purposes set forth in the 2013 Series Ordinance and/or the General Ordinance:

(1) all revenues received by the city from any license agreement, regardless of nomenclature, executed pursuant to section 4-250-080(a) for the licensing of docks for tour boat operations at the following two locations on the main branch of the Chicago River at Michigan Avenue:

Location 1: The area located on the south bank of the Chicago River east of the Michigan Avenue Bridge, as set forth in the license agreement for such location;

Location 2: The area located on the north bank of the Chicago River west of the Michigan Avenue Bridge and the dock at Rush Street, as set forth in the license agreement for such location;

(2) all revenues received by the city from any agreement or contract, regardless of nomenclature, executed pursuant to sections 2-32-055 or 10-28-045 for outdoor advertising on any kiosk as defined in subsection (a) of this section;

(3) all revenues received by the city from any sponsorship agreement, regardless of nomenclature, executed pursuant to section 2-32-055 for the sponsorship of events, programs and initiatives within the Chicago Riverwalk;

(4) all revenues received by the city from any grant, contract or other agreement, regardless of nomenclature, for naming rights with respect to all or any portion of the Chicago Riverwalk;

(5) all revenues received by the city from any lease agreement, regardless of nomenclature, executed for the rental of indoor and outdoor retail space within the Chicago Riverwalk;

(6) all revenues received by the city from any concession agreement, regardless of nomenclature, executed for food, beverages, goods and services within the Chicago Riverwalk;

(7) all revenues received by the city from any use agreement, regardless of nomenclature, executed for the temporary use of space and facilities within the Chicago Riverwalk or for the temporary use of city-owned docks and slips immediately adjacent to the Chicago Riverwalk; and

(8) all revenues received by the city from meters or similar devices installed, operated and maintained for docking or mooring boats and similar vessels at city-owned docks and city-owned slips immediately adjacent to the Chicago Riverwalk.

(c) The requirements of this section shall apply regardless of whether the agreement or activity authorized in connection with the Chicago Riverwalk is entered into by authorized officers of the city or by a designee, agent or contractor approved for such purpose by the city council.

(d) The budget director, in consultation with the chief financial officer, is authorized, at his or her discretion, to place additional legally available revenues, from sources other than those identified in items (1) through (8), inclusive, of subsection (b) of this section, in the single fund required to be designated under subsection (b).

(e) The requirements of this section shall remain in effect until such time that the TIFIA Bond(s), as defined in the 2013 Series Ordinance, is paid in full or is defeased pursuant to the General Ordinance. At such time, the budget director, in consultation with the comptroller, shall determine whether, and in what amount, any or all of the revenues identified in items (1) through (8), inclusive, of subsection (b) of this section shall be placed in the corporate fund or in an appropriate fund(s) designated by the budget director, in consultation with the comptroller, to be used for operation of the Chicago Riverwalk, including (i) operating costs, (ii) routine maintenance and repairs; (iii) programming; and (iv) improvements (other than routine maintenance and repairs) approved by the city council.

Section 1002. Amendment to Section 4-60-074. Section 4-60-074 of the Municipal Code is hereby amended by deleting the language stricken through and by inserting the language underscored, as follows:

4-60-074 Riverwalk Venue liquor licenses - Special conditions.

(Omitted text is unaffected by this ordinance)

(m) For purposes of this section:

(Omitted text is unaffected by this ordinance)

"Chicago Riverwalk" ~~means the area running along the south bank of the Chicago River between Lake Street, Lake Shore Drive and Wacker Drive~~ has the meaning ascribed to the term in section 2-32-1300(a).

(Omitted text is unaffected by this ordinance)

Section 1003. Amendment of Section 10-36-145. Section 10-36-145 of the Municipal Code of Chicago is hereby amended by deleting the language stricken through and by inserting the language underscored, as follows:

10-36-145 Chicago Riverwalk - Hours of operation.

(Omitted text is unaffected by this ordinance)

(c) As used in this section:

(Omitted text is unaffected by this ordinance)

"Chicago Riverwalk" ~~means the area running along the south bank of the Chicago River between Lake Street, Lake Shore Drive and Wacker Drive~~ has the meaning ascribed to the term in section 2-32-1300(a).

(Omitted text is unaffected by this ordinance)

Article XI

MISCELLANEOUS

Section 1101. Arbitrage.

The City Council of the City represents, certifies and covenants that so long as any of the Series 2013 Bonds remain Outstanding, moneys on deposit in any fund or account in connection with the Series 2013 Bonds, whether or not such moneys were derived from the proceeds of the sale of the Series 2013 Bonds or from any other sources, will not be used in a manner which will cause the Series 2013 Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code. The City Council of the City reserves the right, however, to make any investment of such moneys permitted by Illinois law if, when and to the extent that said Section 148 or regulations promulgated under that Section shall be repealed or relaxed or shall be held void by final decision of a court of competent jurisdiction, but only if any investment made by virtue of such repeal, relaxation or decision would not, in the opinion of counsel of recognized competence in such matters, adversely affect the federal tax-exempt status of the interest on the Series 2013 Bonds.

The City Council of the City also agrees and covenants with the Initial Purchasers and Holders of the Series 2013 Bonds from time to time Outstanding that the City (i) will take all actions which are necessary to be taken (and avoid any actions which it is necessary to avoid being taken) so that interest on the Series 2013 Bonds will not be or become included in gross income for federal income tax purposes under existing law including, without limitation, the Code, to an extent greater than that contemplated in the Official Statements, and (ii) will take all actions within its power to take which are necessary to be taken (and avoid taking any actions which are within its power to avoid taking and which it is necessary to avoid) so that interest on the Series 2013 Bonds will not be or become included in gross income for federal income tax purposes under the federal income tax laws as in effect from time to time to an extent greater than that contemplated in the Official Statements.

The City Council of the City authorizes each of the Authorized Officers to make such further covenants and certifications as may be necessary to assure that the use of the Series 2013 Bond proceeds will not cause the Series 2013 Bonds to be arbitrage bonds and to assure that the interest on the Series 2013 Bonds will be and will continue to be exempt from federal income taxation. In that connection, the City Council of the City further agrees: (a) through its officers, to make such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable; (b) to consult with counsel approving the Series 2013 Bonds and to comply with such advice as may be given; (c) to establish a Rebate Account for the Series 2013 Bonds in the Debt Service Fund and to deposit in it for payment to the United States of America, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Series 2013 Bonds; (d) to file such forms, statements, and supporting documents as may be required and in a timely manner; and (e) if deemed necessary or advisable by its officers, to employ and pay fiscal agents, financial advisors, attorneys, and other persons to assist the City Council of the City in such compliance.

The covenants in this Section 1101 shall apply only with respect to those Series 2013 Bonds designated in the Series 2013 Determination Certificate as bonds the interest on which is not included in gross income for federal income tax purposes.

Section 1102. Appropriation.

This 2013 Series Ordinance constitutes an appropriation by the City of all Motor Fuel Tax Revenues to be applied as provided in the General Ordinance and this 2013 Series Ordinance for the payment of all installments of principal and Redemption Price of, Purchase Price of, and interest on, the Series 2013 Bonds, and principal of and interest on the TIFIA Bond(s), and all amounts payable in connection with the agreements and instruments executed by the City in connection therewith (including the TIFA Loan Agreement and any subordinate payment obligation thereunder), as such amounts come due.

This 2013 Series Ordinance constitutes an appropriation by the City of the Project Revenues to be applied as provided in the General Ordinance and this 2013 Series Ordinance for the payment of all installments of principal and Redemption Price of, Purchase Price of, and interest on, the Bonds Outstanding as of the date of publication of this 2013 Series Ordinance, the Series 2013 Bonds, and principal of and interest on the TIFIA Bond(s), and all amounts payable in connection with the agreements and instruments executed by the City in connection

therewith (including the TIFA Loan Agreement and any subordinate payment obligation thereunder), as such amounts come due.

Section 1103. Proxies.

The Mayor, the City Treasurer, the City Comptroller and the Chief Financial Officer may each designate another to act as their respective proxy and to affix their respective signatures to each Series 2013 Bond and the TIFIA Bond(s), whether in temporary or definitive form, and to any other instrument, certificate or document required or permitted to be signed by the Mayor or the Comptroller pursuant to this 2013 Series Ordinance or the General Ordinance. In each case, each shall send to the City Council written notice of the person so designated by each, such notice stating the name of the person so selected and identifying the instruments, certificates and documents which such person shall be authorized to sign as proxy for the Mayor or the Comptroller, respectively. A written signature of the Mayor or the Comptroller, respectively, executed by the person so designated underneath, shall be attached to each notice. Each notice, with signatures attached, shall be recorded in the Journal of the Proceedings of the City Council and filed with the City Clerk. When the signature of the Mayor is placed on an instrument, certificate or document at the direction of the Mayor in the specified manner, the same, in all respects, shall be as binding on the City as if signed by the Mayor in person. When the signature of the Comptroller is so affixed to an instrument, certificate or document at the direction of the Comptroller, the same, in all respects, shall be as binding on the City as if signed by the Comptroller in person.

Section 1104. Consent for Amendments to Municipal Code Section 2-32-1300

Any amendment of subsection (b) or the first sentence of subsection (e) of Section 2-32-1300 of the Municipal Code shall be made only if (1) the consent of the Trustee is obtained for (A) amendments made for the purposes set forth in Section 1001(1) through (5), inclusive, of the General Ordinance, or (B) amendments made to correct any ambiguity or defect in Section 2-32-1300, or to insert such provisions clarifying matters or questions arising under Section 2-32-1300 so long as such modifications are not contrary to or inconsistent with the General Ordinance or this 2013 Series Ordinance; or (2) consent of the Holders of sixty-six and two-thirds percent (66-2/3%) in principal amount of all the Bonds then Outstanding is obtained if the rights and obligations of the City and of the Holders of Bonds are modified or amended which are not subject to consent of the Trustee as set forth in (1) above. Consent pursuant to this section shall be obtained in general conformance with the notice and consent requirements for amendments to Supplemental Ordinances set forth in Section 1004 of the General Ordinance with such changes to reflect that the consent is for amendment of Section 2-32-1300 of the Municipal Code.

Section 1105. Additional Authorization.

The Mayor of the City, the City Treasurer, the City Clerk, the Deputy City Clerk, the Comptroller, the Chief Financial Officer, the Commissioner of Transportation and any other Authorized Officer are each authorized to execute and deliver such other documents and agreements and perform such other acts as may be necessary or desirable in connection with the Series 2013 Bonds and the TIFIA Bond(s), including, but not limited to, the exercise following the delivery date of the Series 2013 Bonds and the TIFIA Bond(s) of any power or authority

delegated to such official under this 2013 Series Ordinance with respect to the Series 2013 Bonds and the TIFIA Bond(s) upon original issuance, but subject to any limitations on or restrictions of such power or authority as set forth in this 2013 Series Ordinance. To the extent that authorization to act under this "2013 Series Ordinance" is granted "to the City", without further specification, that authority may be exercised by an Authorized Officer.

Section 1106. Separability.

If any provision of this 2013 Series Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this 2013 Series Ordinance.

Section 1107. Inconsistent Provisions.

Subject to the following sentence, all ordinances, resolutions, motions or orders in conflict with this 2013 Series Ordinance are repealed to the extent of such conflict. In case of any conflict between the provisions of this 2013 Series Ordinance and the General Ordinance, the terms of the General Ordinance shall control. No provision of the Municipal Code or any violation of its provisions shall be deemed to render voidable at the option of the City any document, instrument or agreement authorized by the General Ordinance or this 2013 Series Ordinance or to impair the validity of the General Ordinance, this 2013 Series Ordinance or the documents, instruments and agreements authorized by the General Ordinance or this 2013 Series Ordinance; *provided, however*, that the foregoing shall not affect the availability of or limit any other remedy or penalty for any violation of any provision of the Municipal Code.

Section 1108. Effectiveness; Publication.

Notwithstanding any other provision of Illinois law or the Municipal Code to the contrary, this 2013 Series Ordinance (including the amendments to the Municipal Code made in Article X hereof) and the appropriations made in it shall be in full force and effect immediately upon its adoption, approval and publication. This Section 1107 is included by the City in this 2013 Series Ordinance in the exercise of its powers as a home rule unit of local government under Article 7, Section 6 of the Illinois Constitution and pursuant to Section 10 of the Local Government Debt Reform Act of the State of Illinois, as amended.

This 2013 Series Ordinance shall be published in special pamphlet form by the City Clerk, by causing to be printed at least five (5) copies of this 2013 Series Ordinance, which copies shall be made available in the Office of the City Clerk for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this 2013 Series Ordinance.

CHICAGO March 13, 2013

To the President and Members of the City Council:

Your Committee on Finance having had under consideration

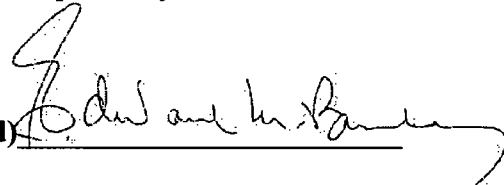
A substitute ordinance authorizing the issuance of City of Chicago Motor Fuel Tax Revenue Bonds, Series 2013, and to issue City of Chicago Motor Fuel Tax Revenue TIFIA Bonds and an associated TIFIA loan.

O2013-808

Having had the same under advisement, begs leave to report and recommend that your Honorable Body pass the proposed Ordinance Transmitted Herewith

This recommendation was concurred in by _____ (a viva voce vote of members of the committee with _____ dissenting vote(s).
Alderman Burke abstains from voting pursuant to Rule 14.

Respectfully submitted

(signed) 

Chairman

