



# Office of the City Clerk



F2012-65

Office of the City Clerk

## City Council Document Tracking Sheet

**Meeting Date:** 10/3/2012

**Sponsor(s):** Mendoza, Susana A. (Clerk)

**Type:** Communication

**Title:** Chicago O'Hare International Airport General Airport Senior  
Lien Revenue Refunding Bonds, Series 2012A, Series  
2012B and Series 2012C

**Committee(s) Assignment:**



DEPARTMENT OF FINANCE  
CITY OF CHICAGO

September 12, 2012

Susana Mendoza  
City of Chicago  
City Clerk  
121 North LaSalle Street  
City Hall - Room 107  
Chicago, Illinois 60602

2012 SEP 12 PM 1:12  
OFFICE OF THE  
CITY CLERK

RE: \$728,895,000 City of Chicago  
Chicago O'Hare International Airport General Airport Senior Lien Revenue  
Refunding Bonds, Series 2012A, Series 2012B and Series 2012 C (collectively,  
the "Bonds")

Dear Ms. Mendoza:

Attached hereto is the Certificate Pursuant to Bond Ordinance which is required to be filed with your office pursuant to Part D, Article I, Section 1.2(c) of the Bond Ordinance for the Bonds which was passed by the City Council of the City of Chicago (the "City Council") on March 14, 2012.

Please direct this filing to the City Council.

Very truly yours,

Lois A. Scott  
Chief Financial Officer

## CERTIFICATE PURSUANT TO BOND ORDINANCE

Pursuant to the provisions of the ordinance adopted by the City Council of the City of Chicago (the "City") on March 14, 2012 (the "Bond Ordinance"), authorizing the issuance of the City's Chicago O'Hare International Airport General Airport Senior Lien Revenue Refunding Bonds in one or more series, the undersigned, LOIS A. SCOTT, the duly qualified and acting Chief Financial Officer of the City, hereby certifies as follows:

(a) Except as otherwise defined herein, all defined terms contained in this Certificate shall have the same meanings, respectively, as such terms are defined in the Bond Ordinance.

(b) Pursuant to Part A, Article I, Section 1.2(i), Part B, Article II, Section 2.1(f) and Part D, Article I, Section 1.2(a) and 1.2(c) of the Bond Ordinance, the undersigned Chief Financial Officer has determined that the Bonds (as hereinafter defined) shall be issued in three series, such series to be designated (i) Chicago O'Hare International Airport General Airport Senior Lien Revenue Refunding Bonds, Series 2012A in the aggregate principal amount of \$444,760,000 (the "Series 2012A Senior Lien Bonds"), (ii) Chicago O'Hare International Airport General Airport Senior Lien Revenue Refunding Bonds, Series 2012B in the aggregate principal amount of \$277,735,000 (the "Series 2012B Senior Lien Bonds") and (iii) Chicago O'Hare International Airport General Airport Senior Lien Revenue Refunding Bonds, 2012C in the aggregate principal amount of \$6,400,000 (the "Series 2012C Senior Lien Bonds" and together with the Series 2012A Senior Lien Bonds and the Series 2012B Senior Lien Bonds, the "Bonds"), and that the Bonds shall be dated, bear interest and mature, and shall be subject to optional redemption prior to maturity, all as set forth in the "Schedule of Maturities" attached here to as Exhibit A.

(c) Pursuant to Part D, Article I, Sections 1.2(a) and (b) of the Bond Ordinance, the undersigned Chief Financial Officer has determined, with the concurrence of the Chairman of the Committee on Finance of the City Council, that the aggregate purchase price for the Bonds shall be \$797,414,124.38 (reflecting an underwriters' discount of \$3,193,243.92 and a net original issue premium of \$71,712,368.30) and on behalf of the City has executed and delivered a Contract of Purchase, dated August 9, 2012 between the City and Barclays Capital Inc., as representative of the underwriters as listed therein (the "Contract of Purchase").

(d) Pursuant to Part D, Article I, Section 1.2(e) of the Bond Ordinance, the undersigned Chief Financial Officer has determined that (i) \$13,760,000 principal amount of the 3.75% Series 2012A Senior Lien Bonds maturing January 1, 2028 shall be insured by a municipal bond insurance policy issued by Assured Guaranty Municipal Corp. ("AGM"), (ii) \$16,525,000 principal amount of the 3.75% Series 2012B Senior Lien Bonds maturing January 1, 2028 shall be insured by a municipal bond insurance policy issued by AGM (iii) that such AGM municipal bond insurance policies are in the best financial interests of the City.

(e) Pursuant to Part D, Article I, Section 1.13 of the Bond Ordinance, the undersigned Chief Financial Officer has determined that (i) the Series 2012A Senior Lien Bonds shall be entitled to the benefit of its own Debt Service Reserve Account created and established under the Forty-First Supplemental Indenture dated as of September 1, 2012 pursuant to which the Series

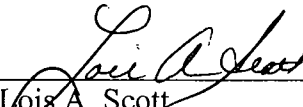
2012A Senior Lien Bonds were issued; and (ii) the Series 2012B Senior Lien Bonds and the Series 2012C Senior Lien Bonds are “Common Reserve Bonds” as defined in the related Supplemental Indenture. Upon the issuance of the Common Reserve Bonds, the City will deposit \$101,204,283 of funds that have become available as a result of the redemption of the Prior Airport Obligations, into the Common Debt Service Reserve Sub-Fund, and that such deposit of funds into the Common Debt Service Reserve Sub-Fund is in the best financial interests of the City.

(f) Pursuant to Part D, Article I, Section 1.2(f) of the Bond Ordinance, the undersigned Chief Financial Officer has executed a Continuing Disclosure Undertaking, dated as of September 12, 2012, evidencing the City’s agreement to comply with the requirements of Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended, with respect to the Bonds.

(g) Pursuant to Part D, Article I, Section 1.2(c) of the Bond Ordinance, delivered herewith for filing with the City Clerk is one copy of the Official Statement dated August 9, 2012 relating to the Bonds and an executed copy of the Contract of Purchase to be filed as soon as practicable after the delivery of the Bonds.

**IN WITNESS WHEREOF**, the undersigned has hereunto subscribed her official signature this \_\_\_\_ day of September, 2012.

CITY OF CHICAGO

  
\_\_\_\_\_  
Lois A. Scott  
Chief Financial Officer

## SCHEDULE OF MATURITIES

**\$728,895,000**

**CITY OF CHICAGO**

**CHICAGO O'HARE INTERNATIONAL AIRPORT**

**\$444,760,000**

**GENERAL AIRPORT SENIOR LIEN REVENUE REFUNDING BONDS**

**SERIES 2012A**

***Dated Date.*** September 12, 2012

***Record Dates.*** June 15 and December 15 of each year

***Maturities and Interest Rates:*** The Series 2012A Senior Lien Bonds mature on January 1 in the following years, in the respective principal amount set forth opposite each such year in the following table, and the Series 2012A Senior Lien Bonds maturing in each such year bear interest from their date payable January 1, 2013 and semiannually thereafter on July 1 and January 1 of each year at the respective rate of interest per annum set forth opposite such principal amount:

| <u>Maturity</u> | <u>Principal<br/>Amount</u> | <u>Interest<br/>Rate</u> |
|-----------------|-----------------------------|--------------------------|
| 2013            | \$17,425,000                | 1.00%                    |
| 2014            | 27,360,000                  | 5.00                     |
| 2015            | 28,730,000                  | 5.00                     |
| 2016            | 36,530,000                  | 5.00                     |
| 2017            | 60,455,000                  | 5.00                     |
| 2018            | 62,835,000                  | 5.00                     |
| 2019            | 21,670,000                  | 3.00                     |
| 2020            | 22,320,000                  | 5.00                     |
| 2021            | 2,525,000                   | 3.50                     |
| 2021            | 9,170,000                   | 5.00                     |
| 2022            | 12,235,000                  | 5.00                     |
| 2023            | 12,855,000                  | 5.00                     |
| 2024            | 13,500,000                  | 5.00                     |
| 2025            | 14,170,000                  | 5.00                     |
| 2026            | 14,880,000                  | 5.00                     |
| 2027            | 13,105,000                  | 5.00                     |
| 2028            | 13,760,000                  | 3.75                     |
| 2029            | 14,275,000                  | 5.00                     |
| 2030            | 14,990,000                  | 4.00                     |
| 2031            | 15,595,000                  | 5.00                     |
| 2032            | 16,375,000                  | 4.00                     |

***Optional Redemption Provisions.*** The 2012A Senior Lien Bonds maturing on and after January 1, 2023 are subject to redemption at the option of the City on or after January 1, 2022, as a whole or in part at any time, and if in part, in such order of maturity as the City shall determine and within any maturity by lot, at a redemption price equal to the principal amount of each 2012A Senior Lien Bond to be redeemed, plus accrued interest to the date of redemption.

**\$277,735,000**  
**GENERAL AIRPORT SENIOR LIEN REVENUE REFUNDING**  
**BONDS, SERIES 2012B**

***Dated Date.*** September 12, 2012

***Record Dates.*** June 15 and December 15 of each year

***Maturities and Interest Rates:*** The Series 2012B Senior Lien Bonds mature on January 1 in the following years, in the respective principal amount set forth opposite each such year in the following table, and the Series 2012B Senior Lien Bonds maturing in each such year bear interest from their date payable January 1, 2013 and semiannually thereafter on July 1 and January 1 of each year at the respective rate of interest per annum set forth opposite such year:

| <u>Maturity</u> | <u>Principal<br/>Amount</u> | <u>Interest<br/>Rate</u> |
|-----------------|-----------------------------|--------------------------|
| 2013            | \$ 3,150,000                | 1.00%                    |
| 2014            | 19,305,000                  | 4.00                     |
| 2015            | 20,850,000                  | 4.00                     |
| 2016            | 22,460,000                  | 4.00                     |
| 2017            | 12,400,000                  | 4.00                     |
| 2018            | 13,570,000                  | 4.00                     |
| 2021            | 11,740,000                  | 5.00                     |
| 2022            | 12,330,000                  | 5.00                     |
| 2023            | 12,945,000                  | 5.00                     |
| 2024            | 13,590,000                  | 5.00                     |
| 2025            | 14,275,000                  | 5.00                     |
| 2026            | 14,985,000                  | 5.00                     |
| 2027            | 15,735,000                  | 5.00                     |
| 2028            | 16,525,000                  | 3.75                     |
| 2029            | 17,140,000                  | 5.00                     |
| 2030            | 18,000,000                  | 5.00                     |
| 2031            | 18,895,000                  | 5.00                     |
| 2032            | 19,840,000                  | 5.00                     |

***Optional Redemption Provisions.*** The 2012B Senior Lien Bonds maturing on and after January 1, 2023 are subject to redemption at the option of the City on or after January 1, 2022, as a whole or in part at any time, and if in part, in such order of maturity as the City shall determine and within the same maturity and interest rate by lot, at a redemption price equal to the principal amount of each 2012B Senior Lien Bond to be redeemed, plus accrued interest to the date of redemption.

**\$6,400,000**  
**GENERAL AIRPORT SENIOR LIEN REVENUE REFUNDING BONDS**  
**SERIES 2012C**

***Dated Date.*** September 12, 2012

***Record Dates.*** June 15 and December 15 of each year

***Maturities and Interest Rates:*** The Series 2012C Senior Lien Bonds mature (without option of prior redemption) on January 1 in the following years, in the respective principal amount set forth opposite each such year in the following table, and the Series 2012C Senior Lien Bonds maturing in each such year bear interest from their date payable January 1, 2013 and semiannually thereafter on July 1 and January 1 of each year at the respective rate of interest per annum set forth opposite such year:

| <u>Maturity</u> | <u>Principal<br/>Amount</u> | <u>Interest<br/>Rate</u> |
|-----------------|-----------------------------|--------------------------|
| 2014            | \$3,035,000                 | 3.00%                    |
| 2015            | 3,365,000                   | 4.00                     |



## APPLICATION OF PROCEEDS

### I. Application of Series 2012A Bond Sale Proceeds

|   | Amount           |
|---|------------------|
| Redemption of 2002A Third Lien Bonds .....  | \$487,297,290.16 |
| Deposit to the Costs of Issuance Account of the 2012A Dedicated Sub-Fund to pay a portion of the costs of issuance of the Series 2012A Bonds..... | \$613,064.53     |
| Pay the Insurer .....   | \$54,140.58      |
| Pay Underwriters' Discount .....  | \$1,865,971.98   |

### II. Application of the Series 2012B Bond Sale Proceeds

|   | Amount           |
|---|------------------|
| Retirement of Interim CP Notes .....  | \$59,473,219.14  |
| Redemption of Second Lien Fixed Rate Bonds.....   | \$221,993,989.44 |
| Redemption of Third Lien Bonds .....  | \$16,430,440.28  |
| Deposit to Capitalized Interest Account.....  | \$192,089.17     |
| Deposit to the Costs of Issuance Account of the 2012B Dedicated Sub-Fund to pay a portion of the costs of issuance of the Series 2012B Bonds..... | \$381,095.95     |
| Deposit to the Common Debt Service Reserve Sub-Fund .....   | \$4,180,379.34   |
| Pay Insurer.....  | \$65,019.85      |
| Pay Underwriters' Discount .....  | \$1,307,512.38   |

### III. Application of the Series 2012C Bond Sale Proceeds

|  | Amount         |
|--|----------------|
| Retirement of Interim CP Notes .....   | \$6,627,328.23 |
| Deposit to the Costs of Issuance Account of the 2012C Dedicated Sub-Fund to pay a portion of the costs of issuance of the Series 2012C Bonds.... | \$9,736.93     |
| Deposit to the Common Debt Service Reserve Sub-Fund .....  | \$96,330.78    |
| Pay Underwriters' Discount .....   | \$19,759.56    |

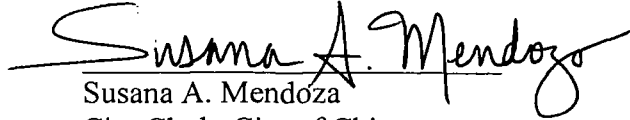
## ACKNOWLEDGEMENT OF FILING

Pursuant to the foregoing CERTIFICATE PURSUANT TO BOND ORDINANCE (the "Certificate") of the Chief Financial Officer of the City of Chicago (the "City") executed and delivered in connection with the issuance \$444,760,000 aggregate principal amount of the City's Chicago O'Hare International Airport General Airport Senior Lien Revenue Refunding Bonds, Series 2012A (the "2012A Senior Lien Bonds"), \$277,735,000 aggregate principal amount of the City's Chicago O'Hare International Airport General Airport Senior Lien Revenue Refunding Bonds, Series 2012B (the "2012B Senior Lien Bonds") and \$6,400,000 aggregate principal amount of the City's Chicago O'Hare International Airport General Airport Senior Lien Revenue Refunding Bonds, Series 2012C (the "2012C Senior Lien Bonds," and together with the 2012A Senior Lien Bonds and the 2012B Senior Lien Bonds, the "Bonds"), the following documents have been filed in the office of the City Clerk of the City and is part of the official files and records of said office:

1. One executed copy of the Certificate;
2. One copy of the Official Statement dated August 9, 2012 relating to the Bonds;  
and
3. One executed copy of the Contract of Purchase dated August 9, 2012 relating to the Bonds.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;  
SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, I have hereunto affixed my signature and caused to be affixed hereto the corporate seal of the City of Chicago, Illinois this 12<sup>th</sup> day of September, 2012.

  
Susana A. Mendoza  
City Clerk, City of Chicago

(SEAL)

\$728,895,000

**City of Chicago  
Chicago O'Hare International Airport  
General Airport Senior Lien Revenue Refunding Bonds**

**CONTRACT OF PURCHASE**

\$444,760,000  
Series 2012A  
(AMT)

\$277,735,000  
Series 2012B  
(AMT)

\$6,400,000  
Series 2012C  
(Non-AMT)

August 9, 2012

City of Chicago  
Office of Chief Financial Officer  
33 North LaSalle Street, 6th Floor  
Chicago, Illinois 60602  
Attn: Chief Financial Officer

The undersigned, Barclays Capital Inc. (the "**Representative**"), acting on behalf of itself and the other underwriters named in the list attached hereto marked *Schedule I*, on whose behalf the Representative is duly authorized to act (hereinafter, each individually referred to as "**Underwriter**" and collectively, with the Representative, referred to as the "**Underwriters**"), offers to enter into this Contract of Purchase (the "**Contract of Purchase**") with the City of Chicago, a municipal corporation and a home rule unit of local government duly organized and existing under the laws of the State of Illinois (the "**City**"). This offer is made subject to the City's acceptance of this Contract of Purchase on or before 10:00 a.m., Chicago time, on August 9, 2012. Except as otherwise defined herein, capitalized terms used herein shall have the same meanings as defined in the Official Statement (as defined below).

1. *Purchase and Sale of Bonds.* Upon the terms and conditions and in reliance upon the representations, warranties and covenants set forth herein, the Underwriters, jointly and severally, hereby agree to purchase from the City, and the City hereby agrees to sell to the Underwriters, all (but not less than all) of the City's \$728,895,000 aggregate principal amount of Chicago O'Hare International Airport General Airport Senior Lien Revenue Refunding Bonds, consisting of its:

(i) \$444,760,000 aggregate principal amount of Chicago O'Hare International Airport General Airport Senior Lien Revenue Refunding Bonds, Series 2012A (AMT) (the "**2012A Senior Lien Bonds**");

(ii) \$277,735,000 aggregate principal amount of Chicago O'Hare International Airport General Airport Senior Lien Revenue Refunding Bonds, Series 2012B (AMT) (the "**2012B Senior Lien Bonds**"); and

(iii) \$6,400,000 aggregate principal amount of Chicago O'Hare International Airport General Airport Senior Lien Revenue Refunding Bonds, Series 2012C (Non-AMT) (the "**2012C Senior Lien Bonds**").

The 2012A Senior Lien Bonds, the 2012B Senior Lien Bonds, and the 2012C Senior Lien Bonds are referred to collectively herein as the "**2012 Senior Lien Bonds**."

The 2012 Senior Lien Bonds shall: (a) be dated as of their date of delivery, (b) have the maturities and shall bear interest at the rates per annum set forth in *Exhibit A* hereto and (c) have the redemption features and the further terms set forth in *Exhibit A* and in the Official Statement of the City, dated the date hereof, relating to the 2012 Senior Lien Bonds (such Official Statement, including the cover page and all appendices included therein, is hereinafter called the "**Official Statement**," except that if the Official Statement shall have been amended with the approval of the Representative between the date hereof and the date upon which the 2012 Senior Lien Bonds are delivered for the Underwriters' account with The Depository Trust Company, New York, New York ("**DTC**"), the term "**Official Statement**" shall refer to the Official Statement, as so amended).

The Underwriters agree to purchase all (but not less than all) of the 2012 Senior Lien Bonds if the conditions of Closing (as defined in Section 6 hereof) are satisfied. The aggregate purchase price for the 2012 Senior Lien Bonds shall be \$797,414,124.38 (reflecting an underwriters' discount of \$3,193,243.92 and a net original issue premium of \$71,712,368.30) consisting of the purchase price for each Series of 2012 Senior Lien Bonds as set forth in *Exhibit B* hereto (the "**Purchase Price**"). The Underwriters agree to make a *bona fide* public offering of all of the 2012 Senior Lien Bonds at the respective initial offering prices (or yields) set forth in *Exhibit A* hereto, it being understood and agreed that after the initial offering the Representative reserves the right to change such public offering prices (or yields) as the Underwriters deem necessary in connection with the marketing of the 2012 Senior Lien Bonds.

The Representative will provide the City and Co-Bond Counsel (as defined herein) with a closing certificate confirming the reoffering yields and prices of the 2012 Senior Lien Bonds, and the Underwriters acknowledge that the City and Co-Bond Counsel will rely on said certificate to establish the yield on the 2012 Senior Lien Bonds, and that such reliance is material to the City in entering into this Contract of Purchase in connection with the delivery of the 2012 Senior Lien Bonds.

2. **Official Statement.** The City ratifies and consents to the distribution and use by the Underwriters, prior to the date hereof, of the Preliminary Official Statement of the City dated July 31, 2012 relating to the 2012 Senior Lien Bonds (the "**Preliminary Official Statement**"). For purposes of Rule 15c2-12 ("**Rule 15c2-12**") of the Securities and Exchange Commission (the "**Commission**") under the Securities Exchange Act of 1934, as amended (the "**Exchange Act**"), the Preliminary Official Statement is "deemed final" by the City as of its date. As soon as practicable, but not more than seven (7) business days after the City's acceptance hereof, the City shall deliver, or cause to be delivered, to the Representative six copies of the Official Statement, signed on behalf of the City by the Authorized Officer, and the Official Statement so delivered shall be "final" for purposes of Rule 15c2-12. The City shall provide, or cause to be provided, at its expense, to the Underwriters as soon as practicable, but not more than seven (7) business days after the City's acceptance of this Contract of Purchase and in time which, in the Representative's opinion, is sufficient to accompany any confirmation that requests payment from any customer, copies of the Official Statement in such quantity which, in the Representative's opinion, is sufficient to comply with the rules of the Commission and the Municipal Securities Rulemaking Board (the "**MSRB**")

with respect to the distribution of the Official Statement. The City authorizes the Underwriters to use and distribute the Official Statement in connection with the public offering and sale of the 2012 Senior Lien Bonds. To the extent required by applicable law, the City hereby authorizes the Representative, and the Representative hereby agrees, to file a copy of the Official Statement with the MSRB.

3. *Authorization.* The 2012 Senior Lien Bonds will be issued under the authority granted to the City as a home rule unit of local government under the Illinois Constitution of 1970. The 2012 Senior Lien Bonds will be issued pursuant to an ordinance adopted by the City Council of the City on March 14, 2012 (the "**Bond Ordinance**") and the Senior Lien Master Indenture from the City to U.S. Bank National Association, Chicago, Illinois, as successor trustee to LaSalle Bank National Association (the "**Trustee**"), as supplemented by the Forty-First Supplemental Indenture (the "**Forty-First Supplemental Indenture**"), the Forty-Second Supplemental Indenture (the "**Forty-Second Supplemental Indenture**"), and the Forty-Third Supplemental Indenture (the "**Forty-Third Supplemental Indenture**"), each dated as of September 1, 2012 and each from the City to the Trustee. The Senior Lien Master Indenture as supplemented by the Forty-First Supplemental Indenture, the Forty-Second Supplemental Indenture, and the Forty-Third Supplemental Indenture and as it may be amended and supplemented from time to time in accordance with its terms, is collectively herein referred to as the "**Senior Lien Indenture.**"

4. *Representations and Warranties of the City.* The City hereby represents and warrants to the Underwriters as follows:

(a) The City is a municipal corporation and home rule unit of local government, organized and existing under the Constitution and the laws of the State of Illinois.

(b) The City has all requisite legal right, power and authority to adopt and comply with the Bond Ordinance; to execute, issue and deliver the 2012 Senior Lien Bonds; to execute, deliver and comply with this Contract of Purchase, the General Tax Certificate and the Tax Compliance Certificate each from the City (collectively, the "**Tax Compliance Certificate**") dated as of the Closing Date (as hereinafter defined), the Senior Lien Indenture, the Airport Use Agreements, the Continuing Disclosure Undertaking (the "**Undertaking**") and to execute and deliver the Official Statement. The execution and delivery of this Contract of Purchase, the Tax Compliance Certificate, the 2012 Senior Lien Bonds, the Airport Use Agreements, the Undertaking, the Senior Lien Indenture, the adoption of the Bond Ordinance and the issuance of the 2012 Senior Lien Bonds thereunder, the execution and delivery by the City of the Official Statement and the use by the Underwriters of the Preliminary Official Statement and the Official Statement have been duly authorized by all necessary action on the part of the City.

(c) This Contract of Purchase, the Airport Use Agreements, the Official Statement and the Senior Lien Indenture have been, and the Tax Compliance Certificate, the Undertaking, and the 2012 Senior Lien Bonds (when delivered and paid for at the Closing) shall be, duly authorized, executed, delivered and (in the case of the 2012 Senior Lien Bonds) authenticated by the Trustee and issued by the City. This Contract of Purchase, the Senior Lien Indenture, the Tax Compliance Certificate, the Airport Use Agreements, and the Undertaking (when each is executed and delivered) and the 2012 Senior Lien Bonds (when issued, executed, authenticated and delivered) shall constitute legal, valid and binding obligations of the City, enforceable in accordance with their terms (except to the

extent that enforceability may be limited by bankruptcy, insolvency and other laws affecting creditors' rights or remedies and the availability of equitable remedies generally). The Bond Ordinance has been duly and lawfully adopted and is in full force and effect and is valid and binding upon the City. When delivered and paid for at the Closing, the 2012 Senior Lien Bonds shall be entitled to the benefits and the security of, and shall be subject to the terms and conditions set forth in, the Senior Lien Indenture.

(d) The adoption of the Bond Ordinance; the execution and delivery of this Contract of Purchase, the Senior Lien Indenture, the Tax Compliance Certificate, the Undertaking, and the Official Statement and the compliance of the City with the terms and conditions thereof (except the Official Statement) and of the Bond Ordinance and the Airport Use Agreements; and the issuance and sale of the 2012 Senior Lien Bonds, do not and will not: (i) in any material respect conflict with or constitute on the part of the City a material breach of or material default under any agreement, indenture, mortgage, lease or other instrument to which the City is a party or by or to which it is bound; or (ii) in any material respect conflict with or result in a violation by the City of the Constitution of the United States of America (the "*United States*") or of the State of Illinois or any other law, ordinance, regulation, order, decree, judgment or ruling by or to which it is bound. The City is not in breach of or default under the Bond Ordinance or the Senior Lien Indenture or any applicable law or administrative regulation of the State of Illinois or the United States or any department, division, agency or instrumentality of either or any applicable judgment or decree to which the City is subject, or any loan agreement, bond, note, resolution, ordinance, agreement or other instrument to which the City is a party or is otherwise subject, which breach or default would in any way materially adversely affect the 2012 Senior Lien Bonds, the operation of O'Hare, the imposition fees, rentals and charges that constitute Revenues or collection of Revenues or the authorization or issuance of the 2012 Senior Lien Bonds, and no event has occurred and is continuing which, with the passage of time or the giving of notice or both, would constitute such a breach or default. Neither the adoption of the Bond Ordinance and compliance with the provisions thereof nor the execution and delivery by the City of the Senior Lien Indenture, the 2012 Senior Lien Bonds, the Undertaking, or this Contract of Purchase nor the performance by the City of its obligations under the Senior Lien Indenture, the 2012 Senior Lien Bonds, the Undertaking, or this Contract of Purchase violates any applicable law or administrative regulation of the State of Illinois or the United States or any department, division, agency or instrumentality of either or any applicable judgment or decree to which the City is subject, or conflicts in a material manner with, or constitutes a material breach of or a material default under any loan agreement, bond, note, resolution, ordinance, indenture, agreement or other instrument to which the City is a party or is otherwise subject. The City has not received any judicial or administrative notice which in any way questions the federal tax-exempt status of interest on the 2012 Senior Lien Bonds.

(e) Except as disclosed in the Official Statement, no litigation or other proceeding before or by any court or agency or other administrative body is pending against the City or, to the knowledge of the City, threatened against it, in any way restraining or enjoining, or threatening or seeking to restrain or enjoin, the issuance, sale or delivery of the 2012 Senior Lien Bonds or in any way questioning or affecting: (i) the proceedings under which the 2012 Senior Lien Bonds are to be issued; (ii) the validity or enforceability of any provision of the 2012 Senior Lien Bonds, the Senior Lien Indenture, the Tax Compliance Certificate, the Bond Ordinance, the Airport Use Agreements, the Undertaking, or this Contract of Purchase; (iii) the O'Hare Modernization Program; (iv) the accuracy or

completeness of the Official Statement; (v) the legal existence of the City or its right to conduct its operations as conducted; or (vi) the title of its Mayor, City Comptroller, Chief Financial Officer, the Commissioner of the Chicago Department of Aviation, or City Clerk to their respective offices in such manner as to adversely affect the ability of the City to authorize the issuance, sale or delivery of the 2012 Senior Lien Bonds.

(f) Except as disclosed in the Official Statement, there is no litigation or other proceeding pending or, to the City's knowledge, threatened against the City before or by any court, agency or other administrative body, nor any other event or circumstance, wherein an unfavorable decision, ruling or finding would have a material adverse effect on the validity or enforceability of the 2012 Senior Lien Bonds, the Bond Ordinance, the Senior Lien Indenture, the Tax Compliance Certificate, the Undertaking, or this Contract of Purchase or the ability to impose fees, rentals and charges that constitute Revenues and collect Revenues.

(g) Other than liens and encumbrances described in the Official Statement, there are no liens or encumbrances on the Revenues or the funds or accounts pledged pursuant to the Senior Lien Indenture.

(h) All approvals, consents and other actions by, and all filings or registrations with or notices to, any governmental or administrative authority or agency having jurisdiction in the matter required as a condition precedent to the execution and delivery by the City of the 2012 Senior Lien Bonds, the Tax Compliance Certificate, the Senior Lien Indenture, the Undertaking, or this Contract of Purchase, have been obtained and are in full force and effect.

(i) The financial statements of O'Hare contained in the Official Statement fairly present the financial position and results of operation of O'Hare as of the dates and for the periods therein set forth, and the City has no reason to believe that such financial statements have not been prepared in accordance with generally accepted accounting principles as consistently applied to governmental units, except as otherwise noted therein.

(j) Any certificate signed by any elected or appointed officer or official of the City and delivered to the Underwriters pursuant to this Contract of Purchase shall be deemed a representation and warranty by the City to the Underwriters as to the statements made therein with the same effect as if such representation and warranty were set forth herein.

(k) To the knowledge of the Chief Financial Officer and based on the representation of the Underwriters contained in Section 10 hereof, no person holding office of the City, either by election or appointment, is in any manner interested, either directly or indirectly, in any contract being entered into or the performance of any work to be carried out in connection with the issuance and sale of the 2012 Senior Lien Bonds and upon which said officer may be called upon to act or vote; *provided, however*, that nothing in this Section 4(k) shall give rise to a cause of action by the Underwriters against the City.

(l) The Official Statement, as of its date and as of the date of the Contract of Purchase, did not and does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading,



provided that the City makes no representation or warranty with regard to the information included in the Official Statement under the following captions: "REGARDING THE USE OF THIS OFFICIAL STATEMENT," "TAX MATTERS," "BOND INSURANCE," "UNDERWRITING," or the information included in the Official Statement in APPENDICES E, F, G and I thereto. The Official Statement as of the date hereof, is and as of the Closing Date (as defined herein) will be, true and complete in all material respects, and the Official Statement does not, and as of the Closing Date, will not, contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, and any amendments or supplements to the Official Statement prepared and furnished by the City pursuant hereto will not contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; provided that the City makes no representation or warranty with regard to the information included in the Official Statement under the following captions: "REGARDING THE USE OF THIS OFFICIAL STATEMENT," "TAX MATTERS," "BOND INSURANCE," "UNDERWRITING," or the information included in the Official Statement in APPENDICES E, F, G and I thereto.

(m) The City is in compliance with each continuing disclosure undertaking that it has entered into in accordance with Rule 15c2-12, except as disclosed in the Official Statement.

5. *Covenants of the City.* In connection with the purchase and sale of the 2012 Senior Lien Bonds, pursuant to this Contract of Purchase, the City hereby covenants that:

(a) The City will make available such information, execute such instruments and take such other action in cooperation with the Underwriters as the Representative may reasonably request to (i) qualify the 2012 Senior Lien Bonds for offer and sale under the securities laws and regulations of such states and other jurisdictions of the United States as the Representative or Co-Counsel for the Underwriters may designate in writing and (ii) determine the eligibility of the 2012 Senior Lien Bonds for investment under the laws of such states and other jurisdictions, and will advise the Underwriters immediately of receipt by the City of any written notification with respect to the suspension of the qualification of the 2012 Senior Lien Bonds for sale in any jurisdiction or the initiation or threat of any proceeding for that purpose; provided, however, that nothing in this clause (a) shall require the City to consent to service of process in any state or jurisdiction other than the State of Illinois.

(b) The City will cooperate to make available such information, execute such instruments and take such other action in cooperation with the Underwriters as the Representative may reasonably request to assist the Underwriters in attempting to qualify the 2012 Senior Lien Bonds with DTC.

(c) The City will not amend or supplement the Official Statement without the consent of the Representative, which consent will not be unreasonably withheld. From the date hereof until the earlier of (i) 90 days from the end of the underwriting period (as defined in Rule 15c2-12) or (ii) the time when the Official Statement is available to any person from the MSRB, but in no case fewer than 25 days following the end of the underwriting period (as defined in Rule 15c2-12), if any event occurs as a result of which it may be necessary to amend or supplement the Official Statement in order to make the

statements therein, in light of the circumstances under which they were made, not misleading, the City will notify the Representative and Co-Counsel to the Underwriters in writing of such event and, if such event requires, in the opinion of the City, the Representative or Co-Counsel to the Underwriters, an amendment or supplement to the Official Statement, at the City's expense the City will amend or supplement the Official Statement in a form and in a manner jointly approved by the City and the Representative, which approval will not be unreasonably withheld, so that the statements in the Official Statement, as so amended or supplemented, will not, in light of the circumstances under which they were made, be misleading.

(d) The Bonds and the Bond Ordinance conform to the descriptions thereof contained in the Preliminary Official Statement and the Official Statement under the captions "THE 2012 SENIOR LIEN BONDS" and "SECURITY FOR THE 2012 SENIOR LIEN BONDS", and the City shall apply the proceeds of the 2012 Senior Lien Bonds in accordance with the Bond Ordinance and the Senior Lien Indenture.

(e) Between the date of this Contract of Purchase and the Closing Date, except for the Contract of Purchase relating to its Chicago O'Hare International Airport Passenger Facility Charge Revenue Refunding Bonds, Series 2012A and Series 2012B which have been marketed concurrently with the 2012 Senior Lien Bonds and the CP Notes the City intends to issue as described in the Official Statement, the City will not, without the prior written consent of the Representative, issue or enter into any contract to issue any bonds, notes or other obligations for borrowed money payable from the Revenues and, subsequent to the respective dates as of which information is given in the Official Statement and up to and including the Closing Date, the City has not incurred and will not incur with respect to O'Hare any material liabilities other than those occurring in the ordinary course of operating O'Hare and the construction of improvements thereto, direct or contingent, nor will there be any action, or any failure to act, on the part of the City which would result in an adverse change of a material nature in the financial position, results of operations or condition, financial or otherwise, of O'Hare, except as described in the Official Statement.

(f) The City will enter into the Undertaking pursuant to Rule 15c2-12, which Undertaking shall be substantially in the form described in the Official Statement, with such changes as may be reasonably approved by the Representative and the City.

6. *Closing.* The delivery of and payment for the 2012 Senior Lien Bonds is herein called the "**Closing**." The Closing shall take place on September 12, 2012 (the "**Closing Date**") at the offices of Katten Muchin Rosenman LLP, 525 West Monroe Street, Chicago, Illinois or on such other date or at such other place as shall have been mutually agreed upon by the City and the Representative as the date on or place at which the Closing shall occur. Delivery of the 2012 Senior Lien Bonds shall be made to the Underwriters by way of delivery to the Trustee as agent for DTC pursuant to the FAST system on the Closing Date. Simultaneous with such delivery and provided that all conditions to the obligations of the Underwriters set forth in Section 7 hereof have been satisfied and all documents and instruments required to be delivered pursuant to Section 7(d) hereof are in form and substance satisfactory to the Representative, the Underwriters shall cause the Purchase Price for the 2012 Senior Lien Bonds as described in Section 1 hereof to be paid by wire transfer of federal funds payable to or for the account of the City. The 2012 Senior Lien Bonds shall be delivered in the manner described above in the form of one fully registered bond per maturity as set forth in the Senior Lien Indenture. The City shall release or authorize the release of the 2012 Senior Lien Bonds on the Closing Date upon receipt of payment for the 2012 Senior Lien Bonds as

aforesaid. In addition, the City and the Underwriters agree that there shall be a preliminary closing held at the same place as the Closing, commencing at least one business day prior to the Closing Date. It is anticipated that CUSIP identification numbers will be printed on the 2012 Senior Lien Bonds, but neither the failure to print such number on any 2012 Senior Lien Bonds nor any error with respect thereto shall constitute cause for a failure or refusal by the Underwriters to accept delivery of and pay for the 2012 Senior Lien Bonds in accordance with the terms of this Contract of Purchase. All expenses in relation to the printing of CUSIP numbers on the 2012 Senior Lien Bonds and the CUSIP Service Bureau charge for the assignment of such numbers shall be paid for by the Underwriters.

7. *Conditions of Closing.* The Representative has entered into this Contract of Purchase on behalf of itself and the other Underwriters in reliance upon the representations, warranties and covenants of the City contained herein and to be contained in the documents and instruments to be delivered at the Closing and upon the performance by the City of its obligations hereunder and under the aforesaid documents and instruments at or prior to the date of the Closing. Accordingly, the Underwriters' obligations under this Contract of Purchase to purchase, to accept delivery of and to pay for the 2012 Senior Lien Bonds are subject to the performance by the City of its obligations to be performed hereunder and under such aforesaid documents and instruments at or prior to the Closing, and are also subject to the following conditions:

(a) The representations and warranties of the City contained herein and in the Senior Lien Indenture will be true, complete and correct on the date hereof and on and as of the Closing Date with the same effect as if made on the Closing Date.

(b) At the time of the Closing, (i) the Bond Ordinance, the Senior Lien Indenture, the Tax Compliance Certificate, the Airport Use Agreements, and the Undertaking will be in full force and effect, and will not have been amended, modified or supplemented since the date hereof, unless agreed to in writing by the Representative as provided herein, and the Official Statement will not have been amended, modified, or supplemented, except as may have been agreed to as provided herein; (ii) all necessary action on the part of the City relating to the issuance of the 2012 Senior Lien Bonds will have been taken and will be in full force and effect and will not have been amended, modified or supplemented, except with the written consent of the Representative; and (iii) Assured Guaranty Municipal Corp. (the "**Bond Insurer**"), shall have issued a bond insurance policy as described in the Official Statement (the "**Series 2012A Bond Insurance Policy**") insuring the 2012A Senior Lien Bonds maturing January 1, 2028 with a 3.750% coupon as indicated in the Official Statement and a bond insurance policy as described in the Official Statement (the "**Series 2012B Bond Insurance Policy**") and together with the **Series 2012A Bond Insurance Policy**, the "**Bond Insurance Policy**") insuring the 2012B Senior Lien Bonds maturing January 1, 2028 with a 3.750% coupon as indicated in the Official Statement (together with the insured 2012A Senior Lien Bonds, the "**Insured 2012 Senior Lien Bonds**").

(c) The Representative has the right to terminate the Underwriters' obligations under this Contract of Purchase to purchase, to accept delivery of and to pay for the 2012 Senior Lien Bonds by notifying the City of its election to do so if, after the execution hereof and prior to the Closing:

(i) the marketability of the 2012 Senior Lien Bonds or the market price thereof, in the opinion of the Representative, has been materially adversely affected

by an amendment to the Constitution of the United States or of the State of Illinois or by federal or state legislation or by a decision of any federal or State court or any ruling or regulation (final or temporary) on behalf of the Treasury Department of the United States, the Internal Revenue Service or other federal or State authority, affecting the tax status of the City or its property, revenues or income, bonds (including the 2012 Senior Lien Bonds) or the interest thereon; or

(ii) legislation shall be enacted by the Congress of the United States, or recommended to the Congress for passage by the President of the United States, or favorably reported for passage to either house of Congress by any committee of such house, or passed by either house of Congress, or a decision shall have been rendered by a court of the United States or the United States Tax Court, or a ruling shall have been made or a regulation shall have been proposed or made by the Treasury Department of the United States or the Internal Revenue Service, with respect to the federal taxation of interest received on obligations of the general character of the 2012 Senior Lien Bonds, which, in the opinion of Co-Bond Counsel (as hereinafter defined) to the City has, or will have, the effect of making such interest subject to inclusion in gross income for purposes of federal income taxation; or

(iii) legislation shall have been enacted or a bill shall be favorably reported out of committee of either house of Congress, or a decision by a court of the United States shall be rendered, or a ruling, regulation, proposed regulation or statement by or on behalf of the Commission or any other agency of the federal government having jurisdiction of the subject matter shall be made, to the effect that the 2012 Senior Lien Bonds are not exempt from the registration requirements of the Securities Act of 1933, as amended (the "*1933 Act*") or the Exchange Act, or the Senior Lien Indenture is not exempt from the qualification requirements of the Trust Indenture Act of 1939, as amended (the "*Trust Indenture Act*"); or

(iv) a stop order, ruling, regulation or official statement by the Commission or any other governmental agency having jurisdiction of the subject matter shall have been issued or made or any other event occurs, the effect of which is that the issuance, offering or sale of the 2012 Senior Lien Bonds or the effectiveness of the Senior Lien Indenture, as contemplated hereby or by the Official Statement, is or would be in violation of any provision of the federal securities laws, including the 1933 Act, the Exchange Act or the Trust Indenture Act; or

(v) there shall have occurred any declaration of war involving the United States, or an escalation in any conflict involving the armed forces of any country, or any other national emergency relating to the effective operation of the government or the financial community, or any outbreak or escalation of hostilities or any acts of terrorism or any local, national or international calamity or crisis, the effect of which, in the Representative's reasonable opinion would materially adversely affect the marketability or market price of the 2012 Senior Lien Bonds; or

(vi) there shall have occurred a general suspension of trading on the New York Stock Exchange or a material disruption in securities settlement, payment or clearance services shall have occurred; or

(vii) a general banking moratorium shall have been declared by United States, State of Illinois or State of New York authorities; or

(viii) an event occurs which requires an amendment or supplement to the Official Statement as contemplated in Section 5(c) hereof, which event, in the Representative's reasonable opinion, materially adversely affects the market price of the 2012 Senior Lien Bonds or makes it, in the reasonable opinion of the Representative, impracticable or inadvisable to proceed with the delivery of the 2012 Senior Lien Bonds on the terms and in the manner contemplated by the Official Statement, specifically including, but not limited to, the issuance by any court or administrative agency of an order or decision enjoining, staying, or otherwise limiting (A) the O'Hare Modernization Program, or (B) any governmental action, authorization, or funding in support of the O'Hare Modernization Program; or

(ix) the ratings of the 2012 Senior Lien Bonds of A- (Stable Outlook) (Standard and Poor's), A- (Negative Outlook) (Fitch Ratings) and A2 (Stable Outlook) (Moody's) shall have been downgraded or withdrawn by a national rating service or a national rating service shall have publicly announced that it has under surveillance or review, with possible negative implications, its rating of the 2012 Senior Lien Bonds, other than as disclosed in the Official Statement, which event or events, in the Representative's reasonable opinion, materially adversely affects the market price of the 2012 Senior Lien Bonds or make it, in the reasonable opinion of the Representative, impracticable or inadvisable to proceed with the delivery of the 2012 Senior Lien Bonds on the terms and in the manner contemplated by the Official Statement; or

(x) a committee of the House of Representatives or the Senate of the Congress of the United States shall have pending before it legislation, which legislation, if enacted in its form as introduced or amended, would have the purpose of amending or repealing regulations or approvals, which in the Representative's reasonable opinion materially adversely affect the market price of the 2012 Senior Lien Bonds or make it, in the opinion of the Representative, impracticable or inadvisable to proceed with the delivery of the 2012 Senior Lien Bonds on the terms and in the manner contemplated by the Official Statement; or

(xi) there shall have occurred since the date of this Contract of Purchase any materially adverse change in the affairs or financial condition of O'Hare, except for changes which the Official Statement discloses are expected to occur.

(d) At or prior to the Closing, the Representative has received each of the following documents:

(i) six copies of the Official Statement of the City, manually executed by an Authorized Officer;

(ii) a copy, duly certified by an Authorized Officer, of the Bond Ordinance as adopted by the City Council of the City;

(iii) the approving opinions dated the date of the Closing and addressed to the City, together with a reliance letter addressed to the Trustee and the Underwriters, of Katten Muchin Rosenman LLP, Chicago, Illinois and Burke Burns & Pinelli, Ltd., Chicago, Illinois Co-Bond Counsel to the City ("**Co-Bond Counsel**"), in substantially the form included in the Official Statement;

(iv) an opinion or opinions, dated the Closing Date and addressed to the Underwriters and the City, of Co-Bond Counsel, to the effect that:

(A) the Contract of Purchase and the Undertaking have each been duly authorized, executed and delivered by the City, and assuming the due authorization, execution and delivery of the Contract of Purchase by, and the binding effect of each such instrument on, the other party thereto, the Contract of Purchase and the Undertaking are valid and binding obligations of the City, enforceable against the City in accordance with their respective terms, subject to the qualification that the enforcement thereof may be limited by bankruptcy, reorganization, insolvency, moratorium or other similar laws affecting creditors' rights and by equitable principles, whether considered at law or in equity, including the exercise of judicial discretion;

(B) the 2012 Senior Lien Bonds are not subject to the registration requirements of the 1933 Act, and the Bond Ordinance and the Senior Lien Indenture are exempt from qualification pursuant to the Trust Indenture Act;

(C) delivery of the Preliminary Official Statement and the execution and delivery of the Official Statement by the City and use and distribution of the same by the Underwriters in connection with the sale of the 2012 Senior Lien Bonds has been duly authorized by the City; and

(D) the statements contained in the Official Statement under the captions "INTRODUCTION – AUTHORIZATION," "THE 2012 SENIOR LIEN BONDS" and "SECURITY FOR THE 2012 SENIOR LIEN BONDS" (except for the information contained in the last five paragraphs under the caption "- DEBT SERVICE RESERVES - Common Debt Service Reserve Sub-Fund" and except for the information under the captions "- DEBT SERVICE COVERAGE COVENANTS RELATED TO THE CP NOTES AND CREDIT AGREEMENT NOTES," "BOND INSURANCE," and – "AIRPORT USE AGREEMENTS"), "REFUNDING PLAN," "TAX MATTERS" and in APPENDIX A - "GLOSSARY OF TERMS" (to the extent such terms are defined in the Senior Lien Indenture ), in APPENDIX B "SUMMARY OF CERTAIN PROVISIONS OF THE SENIOR LIEN INDENTURE" and APPENDIX F, "PROPOSED FORMS OF OPINIONS OF CO-BOND COUNSEL," respectively, are fair and accurate statements or summaries of the matters set forth therein;

(v) an opinion, dated the Closing Date and addressed to the Underwriters, of the Corporation Counsel of the City (the "**Corporation Counsel**"),

given in an official capacity and not personally and to which no personal liability will derive from its delivery, to the effect that:

(A) the City is a home rule unit of local government duly organized and existing under the Constitution and laws of the State of Illinois with full power and authority, among other things, to adopt and perform its duties and obligations under Bond Ordinance; to deliver the Preliminary Official Statement and to execute, deliver and perform its duties and obligations under this Contract of Purchase, the Official Statement, the Tax Compliance Certificate, the Senior Lien Indenture, and the Undertaking, to authorize, issue and sell the 2012 Senior Lien Bonds, to operate O'Hare and to maintain, collect and enforce the collection of Revenues as provided in the General Airport Revenue Bond Ordinance, the Bond Ordinance, the Airport Use Agreements, and the Senior Lien Indenture;

(B) this Contract of Purchase, the Senior Lien Indenture, the Tax Compliance Certificate, and the Undertaking, have been duly authorized, executed and delivered by, and the Bond Ordinance has been duly adopted by the City, and is in full force and effect; and, assuming due authorization and execution by the other parties thereto, this Contract of Purchase, the Senior Lien Indenture, and the Undertaking constitute valid and legally binding obligations of the City enforceable in accordance with their respective terms except as limited by any applicable bankruptcy, liquidation, reorganization, insolvency or other similar laws and by general principles of equity;

(C) the Preliminary Official Statement has been duly authorized and delivered, and the Official Statement has been authorized, executed and delivered, by the City;

(D) to the knowledge of the Corporation Counsel, compliance with the provisions of the Bond Ordinance and the execution, delivery and performance of the Senior Lien Indenture, the Tax Compliance Certificate, the Undertaking, the Airport Use Agreements, or this Contract of Purchase do not in a material manner conflict with, or constitute a material breach of or material default under, any applicable law, administrative regulation, court order or consent decree of the State of Illinois or the United States or any department, division, agency or instrumentality of either or any loan agreement, note, resolution, ordinance, indenture, mortgage, deed of trust, agreement or other instrument to which the City is a party or may otherwise be subject;

(E) all approvals, consents and orders, of any governmental authority, board, agency or commission having jurisdiction which would constitute conditions precedent to the performance by the City of its obligations under this Contract of Purchase, the Bond Ordinance, the 2012 Senior Lien Bonds, the Senior Lien Indenture, the Tax Compliance Certificate, and the Undertaking which are required to be obtained prior to the execution and delivery of the foregoing instruments have been obtained and are in full force and effect;

(F) except as set forth in the Official Statement, there is no litigation or proceeding pending or, to the knowledge of the Corporation Counsel, threatened in any way affecting the existence of the City, or the titles of the Mayor of the City, the Chief Financial Officer, the City Comptroller, and the City Clerk to their respective offices, the City's operation of O'Hare, or seeking to restrain or to enjoin the issuance, sale or delivery of the 2012 Senior Lien Bonds, or the right, power and authority of the City to impose and collect Revenues generally or other moneys pledged or to be pledged to pay the principal of and interest on the 2012 Senior Lien Bonds, or the right, power and authority of the City to impose fees, charges and rentals that constitute Revenues and collect Revenues in any way contesting or affecting the validity or enforceability of the 2012 Senior Lien Bonds, the Bond Ordinance, this Contract of Purchase, the Senior Lien Indenture, the Undertaking, the Airport Use Agreements, or the Tax Compliance Certificate, or contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement, or contesting the powers of the City or its authority with respect to the 2012 Senior Lien Bonds, the Bond Ordinance, this Contract of Purchase, the Senior Lien Indenture, the Undertaking, the Airport Use Agreements, or the Tax Compliance Certificate;

(G) based on the examination which the Corporation Counsel has caused to be made and the participation of representatives of the Corporation Counsel at conferences at which the Official Statement was discussed, the Corporation Counsel has no reason to believe that the Official Statement contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading in any material respect; provided that no opinion or belief need be expressed regarding any financial, forecast, technical and statistical statements and data included in the Official Statement and the information set forth under the following captions: "BOND INSURANCE," "TAX MATTERS," "UNDERWRITING," "CO-FINANCIAL ADVISORS," "INDEPENDENT AUDITORS", "RATINGS", "AIRPORT CONSULTANT" or the information set forth in APPENDICES B, D, E, F, G and I;

(H) based on the examination which the Corporation Counsel has caused to be made and the participation of representatives of the Corporation Counsel at conferences at which the Official Statement was discussed, the statements contained in the Official Statement under the headings "OFFICIAL STATEMENT SUMMARY," "INTRODUCTION," "SECURITY FOR 2012 SENIOR LIEN BONDS," "REFUNDING PLAN," "CHICAGO O'HARE INTERNATIONAL AIRPORT," "OUTSTANDING INDEBTEDNESS AT O'HARE," "CERTAIN INVESTMENT CONSIDERATIONS RELATING TO THE AIRLINES, THE AIRLINE INDUSTRY, AND O'HARE," "LITIGATION," "SECONDARY MARKET DISCLOSURE," and in APPENDIX A - "GLOSSARY OF TERMS" and APPENDIX C - "SUMMARY OF CERTAIN PROVISIONS OF THE AIRPORT USE AGREEMENTS," and



APPENDIX H-RETIREMENT FUNDS” present a fair and accurate summary of such provisions.

(I) for so long as the Airport Use Agreements remain in effect in their present form, the amounts required to be paid in respect to the principal of and interest on the 2012 Senior Lien Bonds during the term of the Airport Use Agreements constitute "General Airport Revenue Bonds Debt Service" within the meaning ascribed to such term in the Airport Use Agreements, and provision for the payment of Debt Service on the 2012 Senior Lien Bonds is required to be included in the calculation of Airport Fees and Charges under the Airport Use Agreements.

(vi) Opinions, dated the date of the Closing and addressed to the Underwriters, of Burke, Warren, MacKay & Serritella, P.C., Chicago, Illinois and Greene and Letts, Chicago, Illinois, as Co-Counsel for the Underwriters (*"Co-Underwriters' Counsel"*), to the effect that:

(A) the 2012 Senior Lien Bonds are exempt securities which do not require registration under the 1933 Act, and the Bond Ordinance and the Senior Lien Indenture need not be qualified under the Trust Indenture Act;

(B) the Undertaking complies with the requirements of Section (b)(5) of Rule 15c2-12 in effect as of the date of Closing and the conditions of the Underwriters' purchase or sale of the 2012 Senior Lien Bonds contained in this Contract of Purchase have been satisfied or waived; and

(C) based upon their participation in the preparation of the Official Statement as Co-Counsel for the Underwriters and their participation at conferences at which the Official Statement was discussed, but without having undertaken to determine independently the accuracy, completeness or fairness. of the statements contained in the Official Statement, the counsel for the Underwriters have no reason to believe that the Official Statement contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; provided that no belief or opinion is stated regarding (i) the financial statements or other financial, operating, accounting, forecast, technical and statistical statements and data contained or incorporated in the Official Statement, (ii) the statements and information set forth under the captions "OFFICIAL STATEMENT SUMMARY," "O'HARE FINANCIAL INFORMATION," and "FEDERAL LEGISLATION, STATE ACTIONS AND PROPOSED SOUTH SUBURBAN AIRPORT" and in APPENDIX I to the Official Statement, (iii) the information describing the opinions of Co-Bond Counsel under the caption "TAX MATTERS," and (iv) any information regarding the Bond Insurer or the Bond Insurance Policy.

(vii) A certificate dated the date of Closing, of an Authorized Officer of the City to the effect that:

(A) the representations and warranties of the City contained herein are true and correct on and as of the date of the Closing with the same effect as if made on the date of the Closing; and

(B) to the best knowledge of said officer, no event affecting the City has occurred since the date of the Official Statement which should be disclosed in the Official Statement for the purpose for which it is to be used or which it is necessary to disclose therein in order to make the statements and information therein not misleading in any material respect;

(viii) A certificate, dated the date of the Closing, of an Authorized Officer and the Commissioner of the Chicago Department of Aviation to the effect that, except as disclosed in the Official Statement, nothing has come to their attention which causes them to believe that during the period from January 1, 2012 to the Closing Date, there has been any material adverse change in the financial condition of O'Hare from that set forth in the audited financial statements of O'Hare as of December 31, 2011, included as Appendix D to the Official Statement;

(ix) A certificate, dated the date of the Closing, of the Commissioner of the Chicago Department of Aviation of the City to the effect that the information contained in the Official Statement under the captions "INTRODUCTION "–OTHER INDEBTEDNESS AT O'HARE," "–CHICAGO O'HARE INTERNATIONAL AIRPORT," "–CAPITAL DEVELOPMENT PROGRAMS," AND "–REGIONAL AIRPORT OVERSIGHT," "SECURITY FOR THE 2012 SENIOR LIEN BONDS," "REFUNDING PLAN," "SOURCES AND USES OF FUNDS," "CHICAGO O'HARE INTERNATIONAL AIRPORT," "AIR TRAFFIC ACTIVITY AT O'HARE," "O'HARE FINANCIAL INFORMATION," "OUTSTANDING INDEBTEDNESS AT O'HARE," "CAPITAL DEVELOPMENT PROGRAMS," "FEDERAL LEGISLATION, STATE ACTIONS AND PROPOSED SOUTH SUBURBAN AIRPORT," AND "CERTAIN INVESTMENT CONSIDERATIONS RELATING TO THE AIRLINES, THE AIRLINE INDUSTRY, AND O'HARE," does not include untrue statement of a material fact or omit any statement of a material fact that should be stated therein for the purposes for which it is to be used or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(x) A certificate, dated the date of the Closing, of Ricondo & Associates, Inc. (the "***Airport Consultant***") to the effect that, in its capacity as an expert in the aviation industry, the Airport Consultant has reviewed and certifies that the information contained in the Official Statement under the captions "INTRODUCTION-CHICAGO O'HARE INTERNATIONAL AIRPORT," "–CAPITAL DEVELOPMENT PROGRAMS," and "–THE AIRPORT CONSULTANT," "CHICAGO O'HARE INTERNATIONAL AIRPORT" (but not including information under the sub-captions "–OTHER COMMERCIAL SERVICE AIRPORTS SERVING THE CHICAGO REGION," and "–BUDGET PROCEDURES"), "AIR TRAFFIC ACTIVITY AT O'HARE," "CAPITAL DEVELOPMENT PROGRAMS," "CERTAIN INVESTMENT CONSIDERATIONS RELATING TO THE AIRLINES, THE AIRLINE INDUSTRY, AND O'HARE" (but not including information under the sub-captions "–ISSUANCE OF FUTURE INDEBTEDNESS TO FUND OMP COMPLETION

PHASE" and "-ENFORCEABILITY OF REMEDIES"), "AIRPORT CONSULTANT" and APPENDIX E does not include any untrue statement of a material fact or omit any statement of a material fact that should be stated therein for the purpose for which it is used or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(xi) Executed counterparts or certified copies of the Bond Ordinance, the Senior Lien Indenture and the Undertaking;

(xii) The Bond Insurance Policy with respect to the Insured 2012 Senior Lien Bonds, accompanied by the legal opinion of counsel for the Bond Insurer as to the validity and enforceability of the Bond Insurance Policy and a certificate from the Bond Insurer, dated the date of the Closing, in form and substance satisfactory to the Representative;

(xiii) Evidence satisfactory to the Representative that, on the basis of the Bond Insurance Policy issued with respect to the Insured 2012 Senior Lien Bonds, the Insured 2012 Senior Lien Bonds have received at least the following ratings and outlooks, respectively, from Moody's Investors Service and Standard and Poor's Ratings Service: "Aa3"(under review possible downgrade), and "AA-" (stable);

(xiv) A certificate dated the date of Closing, of an Authorized Officer of the Bond Insurer to the effect that the information contained in the Official Statement under the heading "BOND INSURANCE" is accurate;

(xv) Evidence satisfactory to the Representative that the 2012 Senior Lien Bonds (other than the Insured 2012 Senior Lien Bonds) have received at least the following ratings, respectively, from Moody's Investors Service, Standard and Poor's Ratings Service and Fitch Ratings: "A2", "A-" and "A-";

(xvi) One counterpart original of a transcript of all documents and proceedings relating to the authorization and issuance of the 2012 Senior Lien Bonds;

(xvii) The Blanket DTC Letter of Representation dated March 9, 1995 between the City and DTC;

(xviii) An executed counterpart of the Tax Compliance Certificate;

(xix) a negative assurance letter or letters of Co-Bond Counsel, dated the date of Closing and addressed to the Underwriters, in substantially the form attached hereto as Exhibit C; and

(xx) Such additional legal opinions, certificates, instruments and other documents as Co-Bond Counsel may reasonably deem necessary or desirable, or as the Representative may reasonably request, to evidence the truth and accuracy, as of the date hereof and as of the date of Closing, of the representations, warranties and covenants of the City contained herein and of the statements and information contained in the Official Statement and the due performance or satisfaction by the City at or prior to the Closing of all agreements then to be performed and all conditions then to be satisfied by the City.

All of the opinions, letters, certificates, instruments and other documents mentioned above or elsewhere in this Contract of Purchase will be deemed to be in compliance with the provisions hereof if, but only if, they are in substance satisfactory to the Representative.

8. *Termination.* If the City is unable to satisfy the conditions to the obligations of the Underwriters to purchase, to accept delivery of and to pay for the 2012 Senior Lien Bonds contained in this Contract of Purchase, or if the obligations of the Underwriters to purchase, to accept delivery of and to pay for the 2012 Senior Lien Bonds are terminated for any reason permitted by this Contract of Purchase, this Contract of Purchase will terminate and neither the Underwriters nor the City will be under further obligation or have any further liability hereunder, except the City and the Underwriters shall pay their respective expenses as set forth in paragraph 9 hereof.

9. *Expenses.* The Underwriters shall be under no obligation to pay, and the City shall pay, but solely from the proceeds of the 2012 Senior Lien Bonds or the legally available Revenues, all expenses incident to the performance of the obligations of the City hereunder, including but not limited to: (i) the cost of the preparation and reproduction and mailing or delivery of the Bond Ordinance, the Senior Lien Indenture, the Tax Compliance Certificate, the Undertaking, the Preliminary Official Statement and the Official Statement; (ii) the cost of the preparation and printing, if any, of the 2012 Senior Lien Bonds; (iii) the fees and disbursements of Co-Bond Counsel; (iv) the fees and disbursements of the accountants and advisors of the City and of any consultants retained by the City; (v) the fees for bond ratings; (vi) the fees for Blue Sky filings, if any; (vii) the fees of DTC; (viii) fees of the Trustee in its capacity as trustee for the 2012 Senior Lien Bonds; (ix) the expenses of travel, meals, and lodging for City representatives to attend conferences with the rating agencies, investor meetings, and pricing meetings relating to the issuance of the 2012 Senior Lien Bonds; (x) the fees and charges payable under or in connection with the Bond Insurance Policy and (xi) any other expenses incurred in connection with the issuance of the 2012 Senior Lien Bonds and not specifically assumed by the Underwriters hereunder. The City shall be under no obligation to pay, and the Underwriters shall pay: (i) the cost of preparation and reproduction of the Agreement Among Underwriters and this Contract of Purchase; (ii) the costs of preparation and reproduction of the Blue Sky Memorandum; (iii) all advertising expenses in connection with the public offering of the 2012 Senior Lien Bonds; (iv) an amount, if any, required to be paid to the MSRB as its special assessment; (v) the fees and disbursements of Co-Underwriters' Counsel; and (vi) all other expenses incurred by them or any of them in connection with their public offering and distribution of the 2012 Senior Lien Bonds.

10. *Compliance with Municipal Code.* Each Underwriter understands and severally agrees that it is required to and will comply with the provisions of Chapters 2-56 and 2-156 of the Municipal Code of Chicago. The Underwriters acknowledge (a) receipt of a copy of Section 2-156-030(b) of the Municipal Code of Chicago; (b) they have read such provision and understand that pursuant to such Section 2-156-030(b) it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected official has a "Business Relationship" (as defined in Section 2-156-080 of the Municipal Code of Chicago), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship; and (c) that a violation of Section 2-156-030(b) by an elected official, or any person acting at the direction of such official, with respect to any transaction contemplated hereby shall be grounds for termination of this Contract of Purchase and the transactions contemplated hereby. The Underwriters hereby severally represent and warrant that, to the best of their knowledge, no

violation of Section 2-156-030(b) has occurred with respect to this Contract of Purchase or the transactions contemplated hereby and no person holding office of the City, either by election or appointment, is in any manner interested, either directly or indirectly, in any contract being entered into or the performance of any work to be carried out in connection with the issuance and sale of the 2012 Senior Lien Bonds and upon which such officer may be called upon to act or vote.

11. *Underwriters Representations and Warranties.*

(a) The Representative, based solely upon the certification of each of the Underwriters to the Representative, without independent investigation, hereby represents and warrants that no Underwriter, nor any Affiliate (as hereinafter defined) thereof, is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U.S. Department of Commerce the U.S. Department of State or their successors, or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List, List of Statutorily Debarred Parties or the Excluded Parties List. "Affiliate," when used to indicate a relationship with a specified person or entity, means a person or entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such specified person or entity, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

(b) The Representative further represents and warrants that the Underwriters have heretofore authorized the Representative to execute any document on behalf of or exercise any authority of and otherwise to act for, them in all matters under or pertaining to this Contract of Purchase. Each Underwriter has warranted and confirmed to the Representative, and the Representative warrants and confirms to the City that: (i) it is duly registered under the Exchange Act as a broker/dealer or municipal securities dealer and has duly paid the fee prescribed by MSRB Rule A-12 or is exempt from such requirements; (ii) it is (a) a member in good standing of the Financial Industry Regulatory Authority ("FINRA") or (b) otherwise eligible under FINRA rules to receive underwriting discounts and concessions available to such members with respect to underwriters of municipal securities; and (iii) it has complied with the dealer registration requirements, if any, of the various jurisdictions in which it offers the 2012 Senior Lien Bonds for sale. The Representative, the Underwriters and the Representative's Affiliate represent, warrant and covenant that they are and will be in compliance with all applicable laws, rules and regulations in connection with the offering, issuance and sale of the 2012 Senior Lien Bonds.

(c) Subject to compliance with applicable securities laws and regulations, the Underwriters, as the initial owners of the 2012 Senior Lien Bonds, will consent to the pending amendment of the Senior Lien Indenture contained in the Thirty-Seventh Supplemental Indenture.

12. *No Advisory or Fiduciary Role; Acknowledgements of the City.* The City acknowledges and agrees that:

(a) (i) the purchase and sale of the 2012 Senior Lien Bonds pursuant to this Contract of Purchase is an arm's-length commercial transaction between the City and the Underwriters; (ii) in connection therewith and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Underwriters are and have been acting solely as principals and are not acting as the agent, advisor or fiduciary of the City; (iii) the Underwriters have not assumed an advisory or fiduciary responsibility in favor of the City with respect to the offering contemplated hereby or the discussions, undertakings and procedures leading thereto (irrespective of whether any Underwriter has provided other services or is currently providing other services to the City on other matters), and the Underwriters have no obligation to the City with respect to the offering contemplated hereby except the obligations expressly set forth in this Contract of Purchase or as otherwise required by applicable laws, regulations or the rules of the Commission or the MSRB; (iv) this Agreement expresses the entire relationship between the parties hereto and (v) the City has consulted its own legal, financial and other advisors to the extent it has deemed appropriate.

(b) the Representative has disclosed to the City (i) that MSRB Rule G-17 requires the Representative to deal fairly at all times with both municipal issuers and investors; (ii) that unlike a municipal advisor, the Representative would not have a fiduciary duty to the City under the federal securities laws and would, therefore, not be required by federal law to act in the best interests of the City without regard to their own financial or other interests; (iii) that the Representative will have a duty to purchase the 2012 Senior Lien Bonds from the City at a fair and reasonable market price, but must balance that duty with their duty to sell the 2012 Senior Lien Bonds to investors at prices that are fair and reasonable; and (iv) that the Representative will review the Official Statement in accordance with, and as part of, its responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of the offer and sale of the 2012 Senior Lien Bonds.

(c) the Representative, in advice rendered to the City as to the structure, timing, terms and other similar matters concerning the issuance of the 2012 Senior Lien Bonds, has identified to the City that it was acting solely in the capacity of an underwriter and not acting in the capacity of a financial advisor to the City.

(d) the City has not had any discussions with the Representative regarding the City's use of financial advisor in connection with the issuance of the 2012 Senior Lien Bonds.

(e) in providing written materials to the City concerning the financing represented by the issuance of the 2012 Senior Lien Bonds, *e.g.* cash flows, the Representative has included written explanations of the assumptions and parameters which formed the basis for such materials.

(f) the Representative has presented the City with a written plan, approved by appropriate officials of the City, for offering the 2012 Senior Lien Bonds to the public, including the Representative's expectations as to the nature of investor demand for the 2012 Senior Lien Bonds.

(g) the Representative and the City have not previously entered into any formal agreement, engagement letter or other arrangement for the retention of the Underwriters establishing the fees of the Underwriters.

13. *Survival of Representations, Warranties and Covenants.* This Contract of Purchase is made solely for the benefit of the City and the Underwriters (including the successors of any Underwriter), and no other person may acquire or have any right hereunder or by virtue hereof. All of the representations, warranties and covenants of the City contained in this Contract of Purchase shall remain operative and in full force and effect regardless of (i) any investigations made by or on behalf of any of the Underwriters or (ii) delivery of any payment for the 2012 Senior Lien Bonds pursuant to this Contract of Purchase.

14. *Notices.* Any notice or other communication to be given to the City under this Contract of Purchase must be given by delivering the same in writing at the address of the City set forth above, Attention: City of Chicago, Chief Financial Officer, 33 North LaSalle Street, 6th floor, Chicago, Illinois 60602, and any notice or other communication to be given to the Underwriters under this Contract of Purchase must be given by delivering the same in writing to Barclays Capital Inc., 190 South LaSalle St., 27th Floor, Chicago, IL 60603.

15. *Time is of the Essence.* Time is of the essence in consummation of the transactions contemplated by this Contract of Purchase.

16. *Limitation of Liability.* All covenants, stipulations, promises, agreements and obligations of the City under this Contract of Purchase are deemed to be covenants, stipulations, promises, agreements and obligations of the City and not of any officer or official of the City in his or her individual capacity, and no recourse is available for any claim based on this Contract of Purchase, any certificate provided hereunder or the purchase or sale of the 2012 Senior Lien Bonds against any officer or employee of the City.

Any obligations or liabilities of the City under or arising out of this Contract of Purchase or the purchase or sale of the 2012 Senior Lien Bonds shall be limited obligations or liabilities payable exclusively from legally available Revenues as discussed in the Official Statement, and shall not be payable from the general fund of the City. The Underwriters shall have no right to compel the exercise of the taxing power of the City or the forfeiture of any property of the City to satisfy any obligations or liabilities of the City under or arising out of this Contract of Purchase or the purchase or sale of the 2012 Senior Lien Revenue Refunding Bonds.

17. *Governing Law.* This Contract of Purchase shall be governed by and construed in accordance with the laws of the State of Illinois, including, without limitation, those laws applicable to contracts made and to be performed in the State of Illinois. This Contract of Purchase shall not be assigned by the City or the Underwriters.

18. *Counterparts.* This Contract of Purchase may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

19. *Headings.* The headings of the paragraphs of this Contract of Purchase are inserted for convenience only and shall not be deemed to be a part hereof for any other purpose.

20. *Execution.* This Contract of Purchase shall become effective upon the execution and the acceptance hereof by the appropriate officers and officials of the City and will be valid and enforceable as of the time of such acceptance.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Contract of Purchase in connection with the Chicago O'Hare International Airport General Airport Senior Lien Revenue Refunding Bonds, Series 2012A, the Chicago O'Hare International Airport General Airport Senior Lien Revenue Refunding Bonds, Series 2012B, and the Chicago O'Hare International Airport General Airport Senior Lien Revenue Refunding Bonds, Series 2012C to be executed by their duly authorized representatives as of the date first above written.

Very truly yours,

BARCLAYS CAPITAL INC.

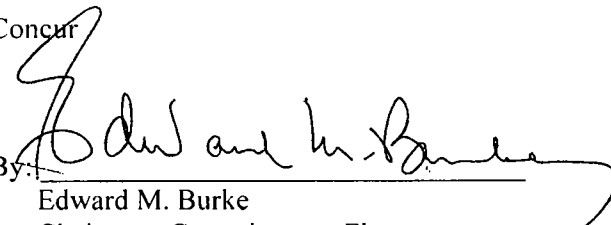
On behalf of itself and as Representative for the  
Underwriters listed in Schedule I

By:   
Managing Director

The foregoing is hereby accepted as of  
The date first written above:

CITY OF CHICAGO

By:   
Lois Scott  
Chief Financial Officer

Concur  
By:   
Edward M. Burke  
Chairman, Committee on Finance,  
City of Chicago



**SCHEDULE I  
TO  
CONTRACT OF PURCHASE**

**UNDERWRITERS  
SENIOR MANAGER  
Barclays Capital**

BofA Merrill Lynch  
Loop Capital Markets

**CO-MANAGERS**  
Blaylock Robert Van, LLC  
Cabrera Capital Markets, LLC  
Estrada Hinojosa & Company, Inc.  
Lebenthal & Co., LLC  
M.R. Beal & Company  
Piper Jaffray  
PNC Capital Markets LLC  
Raymond James | Morgan Keegan

## EXHIBIT A

**\$444,760,000**

### GENERAL AIRPORT SENIOR LIEN REVENUE REFUNDING BONDS, SERIES 2012A

| <u>MATURITY<br/>(JANUARY 1)</u> | <u>AMOUNT</u> | <u>INTEREST<br/>RATE</u> | <u>YIELD</u> | <u>PRICE</u> | <u>CUSIP*</u> |
|---------------------------------|---------------|--------------------------|--------------|--------------|---------------|
| 2013                            | \$17,425,000  | 1.000%                   | 0.260%       | 100.223      | 167593GQ9     |
| 2014                            | 27,360,000    | 5.000%                   | 0.760%       | 105.485      | 167593GR7     |
| 2015                            | 28,730,000    | 5.000%                   | 1.050%       | 108.962      | 167593GS5     |
| 2016                            | 36,530,000    | 5.000%                   | 1.300%       | 111.921      | 167593GT3     |
| 2017                            | 60,455,000    | 5.000%                   | 1.620%       | 113.991      | 167593GU0     |
| 2018                            | 62,835,000    | 5.000%                   | 2.020%       | 114.911      | 167593GV8     |
| 2019                            | 21,670,000    | 3.000%                   | 2.380%       | 103.606      | 167593GW6     |
| 2020                            | 22,320,000    | 5.000%                   | 2.670%       | 115.362      | 167593GX4     |
| 2021                            | 2,525,000     | 3.500%                   | 2.910%       | 104.321      | 167593GY2     |
| 2021                            | 9,170,000     | 5.000%                   | 2.910%       | 115.313      | 167593HL9     |
| 2022                            | 12,235,000    | 5.000%                   | 3.070%       | 115.510      | 167593GZ9     |
| 2023                            | 12,855,000    | 5.000%                   | 3.190%       | 114.465 C    | 167593HA3     |
| 2024                            | 13,500,000    | 5.000%                   | 3.290%       | 113.603 C    | 167593HB1     |
| 2025                            | 14,170,000    | 5.000%                   | 3.380%       | 112.834 C    | 167593HC9     |
| 2026                            | 14,880,000    | 5.000%                   | 3.500%       | 111.817 C    | 167593HD7     |
| 2027                            | 13,105,000    | 5.000%                   | 3.570%       | 111.229 C    | 167593HE5     |
| 2028°                           | 13,760,000    | 3.750%                   | 3.85%        | 98.847       | 167593HF2     |
| 2029                            | 14,275,000    | 5.000%                   | 3.710%       | 110.065 C    | 167593HG0     |
| 2030                            | 14,990,000    | 4.000%                   | 4.050%       | 99.377       | 167593HH8     |
| 2031                            | 15,595,000    | 5.000%                   | 3.810%       | 109.242 C    | 167593HJ4     |
| 2032                            | 16,375,000    | 4.000%                   | 4.100%       | 98.670       | 167593HK1     |

° Insured

C Priced to January 1, 2022 par call

*Optional Redemption Provisions.* The 2012A Senior Lien Revenue Refunding Bonds maturing on or after January 1, 2023, are subject to redemption at the option of the City on or after January 1, 2022, as a whole or in part at any time, and if in part, in such order of maturity as the City shall determine and within any maturity by lot, at a redemption price equal to the principal amount of each 2012A Senior Lien Revenue Refunding Bond to be redeemed, plus accrued interest to the date of redemption.

---

\* Copyright 2012, American Bankers Association. CUSIP data herein are provided by Standard & Poor's, CUSIP Service Bureau, a division of The McGraw-Hill Companies, Inc. The CUSIP numbers listed above are being provided solely for the convenience of bondholders only at the time of issuance of the 2012 Senior Lien Bonds and the City does not make any representation with respect to such numbers or undertake any responsibility for their accuracy now or at any time in the future. The CUSIP number for a specific maturity is subject to being changed after the issuance of the 2012 Senior Lien Bonds as a result of various subsequent actions including, but not limited to, a refunding in whole or in part of such maturity or as a result of the procurement of secondary market portfolio insurance or other similar enhancement by investors that is applicable to all or a portion of certain maturities of the 2012 Senior Lien Bonds.

**\$277,735,000**

**GENERAL AIRPORT SENIOR LIEN REVENUE REFUNDING  
BONDS, SERIES 2012B**

| <u>MATURITY<br/>(JANUARY 1)</u> | <u>AMOUNT</u> | <u>INTEREST<br/>RATE</u> | <u>YIELD</u> | <u>PRICE</u> | <u>CUSIP*</u> |
|---------------------------------|---------------|--------------------------|--------------|--------------|---------------|
| 2013                            | \$3,150,000   | 1.000%                   | 0.350%       | 100.196      | 167593HM7     |
| 2014                            | 19,305,000    | 4.000%                   | 0.760%       | 104.191      | 167593HN5     |
| 2015                            | 20,850,000    | 4.000%                   | 1.050%       | 106.693      | 167593HP0     |
| 2016                            | 22,460,000    | 4.000%                   | 1.300%       | 108.699      | 167593HQ8     |
| 2017                            | 12,400,000    | 4.000%                   | 1.620%       | 109.851      | 167593HR6     |
| 2018                            | 13,570,000    | 4.000%                   | 2.020%       | 109.906      | 167593HS4     |
| 2021                            | 11,740,000    | 5.000%                   | 2.910%       | 115.313      | 167593HT2     |
| 2022                            | 12,330,000    | 5.000%                   | 3.070%       | 115.510      | 167593HU9     |
| 2023                            | 12,945,000    | 5.000%                   | 3.190%       | 114.465 C    | 167593HV7     |
| 2024                            | 13,590,000    | 5.000%                   | 3.290%       | 113.603 C    | 167593HW5     |
| 2025                            | 14,275,000    | 5.000%                   | 3.380%       | 112.834 C    | 167593HX3     |
| 2026                            | 14,985,000    | 5.000%                   | 3.500%       | 111.817 C    | 167593HY1     |
| 2027                            | 15,735,000    | 5.000%                   | 3.570%       | 111.229 C    | 167593HZ8     |
| 2028 <sup>o</sup>               | 16,525,000    | 3.750%                   | 3.850%       | 98.847       | 167593JA1     |
| 2029                            | 17,140,000    | 5.000%                   | 3.710%       | 110.065 C    | 167593JB9     |
| 2030                            | 18,000,000    | 5.000%                   | 3.780%       | 109.488 C    | 167593JC7     |
| 2031                            | 18,895,000    | 5.000%                   | 3.810%       | 109.242 C    | 167593JD5     |
| 2032                            | 19,840,000    | 5.000%                   | 3.850%       | 108.915 C    | 167593JE3     |

<sup>o</sup> Insured

C Priced to January 1, 2022 par call

*Optional Redemption Provisions.* The 2012B Senior Lien Revenue Refunding Bonds maturing on or after January 1, 2023, are subject to redemption at the option of the City on or after January 1, 2022, as a whole or in part at any time, and if in part, in such order of maturity as the City shall determine and within the same maturity and interest rate by lot, at a redemption price equal to the principal amount of each 2012B Senior Lien Revenue Refunding Bond to be redeemed, plus accrued interest to the date of redemption.

---

\* Copyright 2012, American Bankers Association. CUSIP data herein are provided by Standard & Poor's, CUSIP Service Bureau, a division of The McGraw-Hill Companies, Inc. The CUSIP numbers listed above are being provided solely for the convenience of bondholders only at the time of issuance of the 2012 Senior Lien Bonds and the City does not make any representation with respect to such numbers or undertake any responsibility for their accuracy now or at any time in the future. The CUSIP number for a specific maturity is subject to being changed after the issuance of the 2012 Senior Lien Bonds as a result of various subsequent actions including, but not limited to, a refunding in whole or in part of such maturity or as a result of the procurement of secondary market portfolio insurance or other similar enhancement by investors that is applicable to all or a portion of certain maturities of the 2012 Senior Lien Bonds.

**\$6,400,000**

**GENERAL AIRPORT SENIOR LIEN REVENUE REFUNDING  
BONDS, SERIES 2012C**

| <b><u>MATURITY<br/>(JANUARY 1)</u></b> | <b><u>AMOUNT</u></b> | <b><u>INTEREST RATE</u></b> | <b><u>YIELD</u></b> | <b><u>PRICE</u></b> | <b><u>CUSIP*</u></b> |
|--|----------------------|-----------------------------|---------------------|---------------------|----------------------|
| 2014                                   | \$3,035,000          | 3.000%                      | 0.460%              | 103.294             | 167593JF0            |
| 2015                                   | 3,365,000            | 4.000%                      | 0.700%              | 107.524             | 167593JG8            |

---

\* Copyright 2012, American Bankers Association. CUSIP data herein are provided by Standard & Poor's, CUSIP Service Bureau, a division of The McGraw-Hill Companies, Inc. The CUSIP numbers listed above are being provided solely for the convenience of bondholders only at the time of issuance of the 2012 Senior Lien Bonds and the City does not make any representation with respect to such numbers or undertake any responsibility for their accuracy now or at any time in the future. The CUSIP number for a specific maturity is subject to being changed after the issuance of the 2012 Senior Lien Bonds as a result of various subsequent actions including, but not limited to, a refunding in whole or in part of such maturity or as a result of the procurement of secondary market portfolio insurance or other similar enhancement by investors that is applicable to all or a portion of certain maturities of the 2012 Senior Lien Bonds.

**EXHIBIT B**  
**Purchase Price**

|                                 | 2012A<br>SENIOR LIEN BONDS | 2012B<br>SENIOR LIEN BONDS | 2012C<br>SENIOR LIEN BONDS |
|---------------------------------|----------------------------|----------------------------|----------------------------|
| Par Amount                      | \$444,760,000              | \$277,735,000              | \$6,400,000                |
| Less Original<br>Issue Discount | (469,828.00)               | (190,533.25)               | 0.00                       |
| Plus Original Issue<br>Premium  | 45,540,295.25              | 26,479,278.80              | 353,155.50                 |
| Less Underwriters'<br>Discount  | (1,865,971.98)             | (1,307,512.38)             | (19,759.56)                |
| Purchase Price                  | \$487,964,495.27           | \$302,716,233.17           | \$6,733,395.94             |

## EXHIBIT C

### PROPOSED FORM OF NEGATIVE ASSURANCE LETTER OF CO-BOND COUNSEL

September 12, 2012

Barclays Capital Inc.  
as Representative of the hereinafter  
described Underwriters  
Chicago, Illinois

Ladies and Gentlemen:

We have acted as Co-Bond Counsel in connection with the issuance and sale by the City of Chicago (the "City") of \$444,760,000 aggregate principal amount of its Chicago O'Hare International Airport General Airport Senior Lien Revenue Refunding Bonds, Series 2012A, \$277,735,000 aggregate principal amount of its Chicago O'Hare International Airport General Airport Senior Lien Revenue Refunding Bonds, Series 2012B, and \$6,400,000 aggregate principal amount of its Chicago O'Hare International Airport General Airport Senior Lien Revenue Refunding Bonds, Series 2012C (collectively, the "Bonds"). In that capacity, we have participated in the preparation of the Official Statement dated August 9, 2012 relating to the Bonds (the "Official Statement"), and have participated in meetings with representatives of the City, your representatives, your counsel and others, in which the Official Statement was discussed. This letter is furnished to you pursuant to Section 7(d)(xix) of the Contract of Purchase dated August 9, 2012 (the "Contract of Purchase") between the City and Barclays Capital Inc., as representative of the Underwriters described therein (the "Underwriters").

The purpose of our professional engagement was not to establish or confirm factual matters set forth in the Official Statement, and we have not undertaken any obligation to verify independently any of the factual matters set forth in the Official Statement. Moreover, many of the determinations required to be made in the preparation of the Official Statement involve matters of a non-legal nature.

Subject to the foregoing, we confirm to you as a matter of fact and not as an opinion that, in the course of performing the services referred to above, nothing came to the attention of the attorneys in our firm rendering legal services as Co-Bond Counsel that caused us to believe that the Official Statement as of its date or as of the date hereof contained or contains an untrue statement of a material fact or omitted or omits to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; *provided, however*, that we do not assume any responsibility for the accuracy, completeness or fairness of the statements contained in the Official Statement and we express no view with respect to (i) the financial statements or other financial, forecast, technical, operating and statistical statements and data contained or incorporated by reference in the Official Statement or omitted therefrom; (ii) information pertaining to CUSIP numbers, to DTC and the book-entry only system, and to the bond insurer and the bond insurance policies; (iii) information contained in or omitted from the captions

“OFFICIAL STATEMENT SUMMARY,” “REGARDING THE USE OF THIS OFFICIAL STATEMENT,” “SECURITY FOR THE 2012 SENIOR LIEN BONDS – Debt Service Coverage Covenants Related to CP Notes and Credit Agreement Notes,” “O’HARE FINANCIAL INFORMATION,” “BOND INSURANCE” and “FEDERAL LEGISLATION, STATE ACTIONS AND PROPOSED SOUTH SUBURBAN AIRPORT” and information contained in or omitted under the last five paragraphs under “SECURITY FOR THE 2012 SENIOR LIEN BONDS – Debt Service Reserves – Common Debt Service Reserve Sub-Funds” or (iv) the information contained in or omitted from the Appendices C, D, E, G, H or I to the Official Statement.

This letter is being issued subject to the following matters, which by your acceptance of this letter you recognize and acknowledge: (1) that this letter is not a legal opinion; (2) that we have not been engaged to act, and have not acted, as your counsel for any purpose in connection with the offering of the Bonds; (3) that no attorney-client relationship at any time existed between us; and (4) that the scope of activities on which this letter is based was inherently limited and does not purport to encompass all activities necessary for compliance with applicable securities laws. Consequently, we make no representation that our procedures have been adequate for your purposes. This letter is being furnished only to you, is solely for your benefit as an Underwriter and as representative of the Underwriters, and is not to be used, quoted, circulated, relied upon or otherwise referred to by any other person or entity (including any person or entity purchasing any of the Bonds from you or the other Underwriters) or for any other purpose without our prior written consent. This letter may be disclosed to your counsel and copies of this letter may be included in the compilation of closing documents pertaining to the Bonds.

Very truly yours,

EFW:bae