



# Office of the City Clerk

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## Legislation Text

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OFFICE OF THE MAYOR  
CITY OF CHICAGO

LORI E. LIGHTFOOT  
MAYOR

October 14, 2021

TO THE HONORABLE, THE CITY COUNCIL OF  
THE CITY OF CHICAGO

Ladies and Gentlemen:

At the request of the Chief Financial Officer, I transmit herewith an ordinance amending various bond ordinances and authorizing the issuance of various new bonds.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

### **ORDINANCE**

WHEREAS, the City of Chicago (the "City") is a duly constituted and existing municipality within the meaning of Section 1 of Article VII of the 1970 Constitution (the "Constitution") of the State of Illinois (the "Slate") having a population in excess of 25,000 and is a home rule unit of local government under Section 6(a) of Article VII of the Constitution; and

WHEREAS, in accordance with the provisions of Section 6(a) of Article VII of the Constitution, the City may exercise any power and perform any function pertaining to its government and affairs, including the

power to tax and the power to incur debt; and

WHEREAS, on November 24, 2020, the City Council of the City (the "City Council") enacted that certain ordinance appearing on pages 24643 through 24723, inclusive, of the Journal of Proceedings (the "Journal") of the City Council for such date (the "Original GO Ordinance ") and providing for the issuance of general obligation bonds and notes by the City and authorizing the issuance of bonds by the Sales Tax Securitization Corporation (the "Corporation") for the financing of the Refunding and Restructuring Purposes and the New Money Purposes (together, the "Financing Plan "), each as defined in the Original GO Ordinance; and

WHEREAS, the City has determined that it is in the best interests of the inhabitants of the City and necessary for the welfare of the government and affairs of the City to amend the Original GO Ordinance in such manner as necessary to effectuate the Financing Plan; and

WHEREAS, the City has determined that it is in the best interests of the inhabitants of the City and necessary for the welfare of the government and affairs of the City to finance the costs of the Recovery Purposes (as defined in Section 3.1 hereof); and

WHEREAS, it is in the best interests of the inhabitants of the City and necessary for the welfare of the government and affairs of the City to implement a plan to provide for the financing of the Recovery Purposes, in each case if and to the extent determined by an the Mayor, the Chief Financial Officer of the City (the "Chief Financial Officer") or the City Comptroller of the City (the "City Comptroller") (an "Authorized Officer " as referred to herein being either the Chief Financial Officer or the City Comptroller) in accordance herewith (the "Chicago Recovery Financing Plan"): and

WHEREAS, the City has determined to finance the implementation of the Chicago Recovery Financing Plan through the issuance of its general obligation bonds (the "Recovery GO Bonds") or general obligation notes (the "Recovery GO Notes" and, together with the Recovery GO Bonds, the "Recovery Bonds") as herein described; and

WHEREAS, subject to the Recovery Bond Issuance Limit (as hereinafter defined), the City has determined to issue and sell Recovery Bonds in the manner hereinafter authorized, in one or more series, in an aggregate principal amount not to exceed \$660,000,000 to finance the costs of the Recovery Purposes, such borrowing being for proper public purposes and in the public interest, and the City, by virtue of its constitutional home rule powers and all laws applicable thereto, has the power to issue such Recovery Bonds: and

WHEREAS, the Recovery Bonds may include one or more series of Recovery Bonds the interest on which is, as designated by series, either includible in ( "Taxable Recovery Bonds") or excludable from {"Tax-Exempt Recovery Bonds") the gross income of their owners for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"); and

WHEREAS, it is desirable to authorize the issuance of the Recovery Bonds under and pursuant to one or more trust indentures from the City to a bond trustee substantially in the form authorized by Section 3.4(c) hereof, as each may from time to time be amended or supplemented in accordance with its provisions (each

such trust indenture being hereinafter referred to as a "Recovery Trust Indenture"); and

WHEREAS, in connection with the issuance of the Recovery Bonds, it is desirable to authorize an Authorized Officer to appoint a bank or trust company to act as bond trustee under one or more Recovery Trust Indentures (each such bank or trust company acting in the capacity as bond trustee, bond registrar and paying agent under one or more Recovery Trust Indentures, together with any successor bank or trust company appointed by an Authorized Officer and acting in such capacity, being hereinafter referred to as a "Recovery Bond Trustee"); and

WHEREAS, the City Council, on June 27, 2018, duly adopted an ordinance published in the Journal for such date at pages 79245 through 79327, inclusive (the "Original Water Revenue Bond Ordinance"), authorizing the issuance of additional Series 2018-1 Second Lien Bonds (as defined in the Original Water Revenue Bond Ordinance) to be issued pursuant to that certain Second Lien Bonds Master Indenture (as defined in the Original Water Revenue Bond Ordinance) previously approved by the City, and additional Series 2018-1 Subordinate Lien Obligations (as defined in the Original Water Revenue Bond Ordinance), each in one or more series and in such principal amounts and with such terms and provisions as are set forth in the Original Water Revenue Bond Ordinance; and

WHEREAS, it is in the best interests of the inhabitants of the City and necessary for the welfare of the government and affairs of the City to authorize changes to certain terms and provisions of the Series 2018-1 Second Lien Bonds authorized under the Original Water Revenue Bond Ordinance; and

WHEREAS, the City Council, on June 27, 2018, adopted an ordinance (and published in the Journal for such date at pages 79205 through 79244, inclusive) (the "2018 Wastewater Revenue Bond Ordinance") authorizing the issuance of 2018 Obligations as defined in the 2018 Wastewater Revenue Bond Ordinance; and

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WHEREAS, the 2018 Wastewater Revenue Bond Ordinance authorized the issuance of the 2018 Bonds (as defined in the 2018 Wastewater Revenue Bond Ordinance) in an aggregate amount not to exceed \$400,000,000 and authorized the issuance of 2018 Subordinate Lien Obligations (as defined in the 2018 Wastewater Revenue Bond Ordinance) in an aggregate amount not to exceed \$200,000,000; and

WHEREAS, since the adoption of the 2018 Wastewater Revenue Bond Ordinance, the City has issued 2018 Subordinate Lien Obligations; and

WHEREAS, it is in the best interests of the inhabitants of the City and necessary for the welfare of the government and affairs of the City to authorize changes to certain terms and provisions of the 2018 Bonds and to increase the maximum authorized aggregate principal amount of the 2018 Subordinate Lien Obligations; and

WHEREAS, the City owns and operates an airport known as Chicago O'Hare International Airport {"O'Hare Airport"}; and

WHEREAS, the City has previously issued various series of its Chicago O'Hare International Airport General Airport Revenue Bonds that are currently outstanding (the "O'Hare Airport Outstanding Senior Lien Bonds"); and

WHEREAS, the O'Hare Airport Outstanding Senior Lien Bonds are "Senior Lien Obligations" secured under the Master Indenture of Trust Securing Chicago O'Hare International Airport General Airport Revenue Senior Lien

Obligations dated as of June 1, 2018 between the City and U.S. Bank National Association, as trustee (the "O'Hare Airport Senior Lien Trustee"), as the same from time to time may be amended or supplemented (the "O'Hare Airport Senior Lien Master Indenture"); and

WHEREAS, the City has previously authorized a commercial paper program providing for the issuance from time to time of commercial paper notes for O'Hare Airport purposes (the "O'Hare Airport Commercial Paper Notes"); and

WHEREAS, the City has previously authorized a line of credit program providing for the issuance from time to time of credit agreement notes for O'Hare Airport purposes (the "O'Hare Airport Credit Agreement Notes"); and

WHEREAS, the O'Hare Airport Outstanding Senior Lien Bonds, any O'Hare Airport Commercial Paper Notes and any O'Hare Airport Credit Agreement Notes currently or later outstanding are referred to collectively herein as the "Outstanding O'Hare Airport Obligations"; and

WHEREAS, the City has determined to authorize the issuance of its Chicago O'Hare International Airport General Airport Senior Lien Revenue Bonds (the "O'Hare Airport Additional Senior Lien Bonds") pursuant to the O'Hare Airport Senior Lien Master Indenture, in one or more series, for the purposes of (i) funding the cost of certain capital projects for O'Hare Airport, including, without limitation, capital projects included in the O'Hare Capital Improvement Program, the O'Hare Modernization Program or the O'Hare Terminal Area Plan, which constitute Airport Projects under the O'Hare Airport Senior Lien Master Indenture and capitalized interest (the "O'Hare Airport Projects") and (ii) the refunding of any and all Outstanding O'Hare Airport Obligations; and

WHEREAS, the City has also heretofore issued various series of its Chicago O'Hare International Airport Passenger Facility Charge Revenue Bonds (the "O'Hare Airport Outstanding PFC Bonds") that are secured under the Master Trust Indenture Securing Chicago O'Hare International Airport Passenger Facility Charge Obligations, dated as of January 1, 2008 (the "O'Hare Airport PFC Master Indenture") from the City to The Bank of New York Mellon Trust

Company, N.A. (successor to BNY Midwest Trust Company) as trustee (the "O'Hare Airport PFC Trustee"); and

WHEREAS, the City has determined to authorize the issuance of its Chicago O'Hare International Airport Passenger Facility Charge Revenue Bonds (the "O'Hare Airport Additional PFC Bonds") pursuant to the O'Hare Airport PFC Master Indenture in one or more series for the purposes of (i) paying the cost of certain Projects (as defined in the O'Hare Airport PFC Master Indenture) and refunding at or prior to maturity all or a portion of any O'Hare Airport Commercial Paper Notes, O'Hare Airport Credit Agreement Notes or other bonds, notes or other obligations issued by the City to finance or refinance any Project and (ii) refunding any and all of the O'Hare Airport Outstanding PFC Bonds; and

WHEREAS, the City proposes to issue and sell O'Hare Airport Additional Senior Lien Bonds and O'Hare Airport Additional PFC Bonds (collectively, the "O'Hare Airport Additional Bonds") in the manner hereinafter authorized, in one or more series, in an aggregate principal amount not to exceed \$1,000,000,000; and

WHEREAS, the City previously has determined to acquire, construct and equip a consolidated rental car facility and related improvements at O'Hare Airport (collectively, the "Consolidated Rental Car Facility");

an extension of the automated transit system ("ATS") including a new station and the acquisition of additional vehicles for the ATS (collectively, the "ATS Improvements"); and elevated public parking facilities and related improvements located above or near the Consolidated Rental Car Facility (collectively, the "Parking Facilities") (the Consolidated Rental Car Facility, the ATS Improvements and the Parking Facilities being herein collectively referred to as the "CFC Projects"); and

WHEREAS, the City, as provided for Under the CFC Statute (as hereinafter defined), has previously imposed a customer facility charge ("CFC") on customers of rental car companies leasing on-airport rental car facilities at O'Hare Airport, pursuant to the CFC Ordinance (as hereinafter defined); and

WHEREAS, on March, 13, 2013, the City Council adopted an ordinance (which was published in the Journal for such date at pages 47682 through 47815, inclusive) with respect to certain financing matters related to the CFC Projects (the "2013 CFC Financing Ordinance") and authorizing the execution of an Indenture of Trust Securing Chicago O'Hare International Airport Customer Facility Charge Revenue Bonds from the City to The Bank of New York Mellon Trust Company, N.A., and its successor in trust, as trustee (the "CFC Trustee"), as the same may be amended and supplemented (the "CFC Indenture"); and

WHEREAS, pursuant to the 2013 CFC Financing Ordinance and the CFC Indenture, the City previously has entered into a TIFIA Loan Agreement, dated as of August 21, 2013 (the "TIFIA Loan Agreement") by and between the City and United States Department of Transportation, acting through the Federal Highway Administrator, and has issued its Chicago O'Hare International Airport Senior Lien Customer Facility Revenue Bonds for purposes of the financing of the CFC Projects (the "Outstanding O'Hare CFC Obligations"); and

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WHEREAS, the City has determined to authorize the issuance of its Chicago O'Hare International Airport Customer Facility Charge Revenue Bonds (the "CFC Bonds") in one or more series for the purposes of (i) refunding all or a portion of the Outstanding O'Hare CFC Obligations and (ii) paying all or a portion of the cost of the CFC Projects in accordance with the CFC Ordinance and the CFC Statute; and

WHEREAS, the City proposes to issue and sell CFC Bonds in the manner and in the aggregate principal amounts hereinafter authorized, in one or more series; and

WHEREAS, the City owns and operates an airport known as Chicago Midway International Airport ("Midway Airport"); and

WHEREAS, the City has heretofore issued various series of its Chicago Midway Airport Revenue Bonds (such bonds as are currently outstanding are herein called the "Midway Outstanding First Lien Bonds") pursuant to the terms and provisions of the Master Indenture of Trust Securing Chicago Midway Airport Revenue Bonds dated as of April 1, 1994 (the "Midway First Lien Master Indenture") from the City to The Bank of New York Mellon Trust Company, N.A. (as successor in trust to American National Bank and Trust Company of Chicago), as trustee (the "Midway First Lien Trustee"), and, with respect to each such series, a supplemental indenture between the City and the Midway First Lien Trustee authorizing such series; and

WHEREAS, the City has also heretofore issued various series of its Chicago Midway Airport Second Lien Revenue Bonds (such bonds as are currently outstanding are herein called the "Midway Outstanding Second Lien Bonds") pursuant to the terms and provisions of the Master Indenture of Trust Securing Chicago Midway Airport Second Lien Obligations dated as of September 1, 1998 (the "Midway Second Lien Master Indenture") from the City to The Bank of New York Mellon Trust Company, N.A. (as successor in trust to American National Bank and Trust Company of Chicago), as trustee (the "Midway Second Lien Trustee") and, with respect to each such series, a supplemental indenture between the City and the Midway Second Lien Trustee authorizing such series; and

WHEREAS, the City has previously established a commercial paper program providing for the issuance from time to time of commercial paper notes for Midway Airport purposes ("Midway Commercial Paper Notes") pursuant to the terms and provisions of an ordinance approved by the City Council on July 29, 2003 (and published in the Journal for such date at pages 4755 through 4771. inclusive ) and the Amended and Restated Trust Indenture dated as of February 1, 2013 from the City to Deutsche Bank National Trust Company, as trustee; and

WHEREAS, the Midway Outstanding First Lien Bonds, the Midway Outstanding Second Lien Bonds and any Midway Commercial Paper Notes currently (or subsequently) outstanding are referred to collectively herein as the "Midway Outstanding Airport Obligations"; and

WHEREAS, it is necessary and desirable at this time to authorize the issuance by the City of its Chicago Midway Airport Revenue Refunding Bonds..its Chicago Midway Airport Second Lien Revenue Refunding Bonds, and its Chicago Midway Airport Senior Lien Revenue Refunding Bonds (the "Refunding Midway Bonds") in one or more series from time to time to refund Midway Outstanding Airport Obligations and for the other purposes described herein; and

WHEREAS, the City has determined to authorize the issuance by the City of its Chicago Midway Airport Revenue Bonds, its Chicago Midway Airport Second Lien Revenue Bonds and its Chicago Midway Airport Senior Lien Revenue Bonds (the "New Money Midway Bonds" and together with the Refunding Midway Bonds, the "Midway Bonds") in one or more series from time to time to pay the costs of certain projects for Midway Airport that constitute Airport Projects as defined in the Midway Second Lien Master Indenture and the Midway Amended and Restated Senior Lien Indenture ("Midway Airport Projects") as herein described; and

WHEREAS, the City proposes to sell Midway Bonds in the manner hereinafter authorized, in one or more series, as Refunding Midway Bonds or as New Money Midway Bonds, in an aggregate principal amount not to exceed \$1,000,000,000; and

WHEREAS, upon the date of the anticipated retirement, redemption or defeasance, in full, of all of the Midway Outstanding First Lien Bonds (the "Lien Defeasance Date"), the City proposes to enter into an Amended and Restated Senior Lien Master Indenture Securing Chicago Midway Airport Revenue Bonds (the "Midway Amended and Restated Senior Lien Indenture") to amend and restate the Midway Second Lien Master Indenture whereby the Midway Outstanding Second Lien Bonds will be recognized as new "Midway Senior Lien Bonds" and whereby certain other modifications may be made as authorized herein; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

## ARTICLE 1-AUTHORIZATION AND DEBT ISSUANCE

Section 1.1. Authorization. The City Council, after a public meeting heretofore held on this Ordinance by the Finance Committee (as hereinafter defined), pursuant to proper notice and in accordance with the findings and recommendations of the Finance Committee, hereby finds that all of the recitals contained in the preambles to this Ordinance are full, true and correct and does incorporate them into this Ordinance by this reference. This Ordinance is adopted pursuant to Section 6(a) of Article VII of the Constitution and Division 13 of Article 8 of the Illinois Municipal Code. The remaining provisions of this Ordinance are divided into articles as follows:

- i) Article 2 hereof amends the Original GO Ordinance as set forth therein;
- ii) Article 3 hereof authorizes the issuance by the City of Recovery Bonds with such terms and provisions as set forth therein;
- iii) Article 4 hereof amends the Original Water Revenue Bond Ordinance as set forth therein;
- iv) Article 5 hereof amends the 2018 Wastewater Revenue Bond Ordinance as set forth therein;
- (V) Article 6 hereof authorizes the issuance by the City of O'Hare Airport Additional Bonds with such terms and provisions as set forth therein;
- (vi) Article 7 hereof authorizes the issuance by the City of CFC Bonds with such terms and provisions as set forth therein;

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- vii) Article 8 hereof authorizes the issuance by the City of Midway Bonds with such terms and provisions as set forth therein.
- viii) Article 9 hereof provides for the enactment of this Ordinance and other provisions applicable to all issues authorized hereunder.

Section 1.2. Definitions Used in Articles 3, 6, 7, 8 and 9. As used in Articles 3, 6, 7, 8 and 9, unless the context shall otherwise require, the following words and terms shall have the following respective meanings:

"City Clerk" mean the duly qualified and acting City Clerk of the City or any Deputy City Clerk or other person who may lawfully take a specific action or perform a specific duty prescribed for the City Clerk pursuant to this Ordinance.

"Code" means the Internal Revenue Code of 1986, as amended.

"Commissioner" means the Commissioner of the Chicago Department of Aviation.

"Continuing Disclosure Undertaking" means an agreement of the City to comply with the requirements of Section (b)(5) of Rule 15c2-12.

"Finance Committee" means the Committee on Finance of the City Council of the City.

"Rule 15c2-12" means Rule 15c2-12 adopted by the SEC under the Securities Exchange Act of 1934.

"SEC" means the Securities and Exchange Commission. "Slate " means the State of Illinois.

## ARTICLE 2 - AMENDMENT TO GO BOND ORDINANCE

Section 2.1. Defined Terms in this Article. Capitalized terms used in this Article 2 and not otherwise defined in this Article 2 or in the preambles hereto shall have the meanings given to such terms in the Original GO Ordinance.

### Section 2.2. Amendment to Section 1.2 of Part A of the Original GO Ordinance.

Section 1.2 of Part A of the Original GO Ordinance is amended by deleting the struck-through text and inserting the underlined text as follows:

SF.CTION 1.2. The Refunding and Restructuring Purposes. The City has heretofore (i) authorized the borrowing of money pursuant to one or more line of credit agreements to provide funds for working capital or interim financing for capital projects (the "Line of Credit Indebtedness "), (ii) authorized the borrowing of money pursuant to the City's commercial paper programs for working capital or interim financing for capital projects (the "Commercial Paper Indebtedness"), (iii) borrowed money for the development of one or more of the City's tax

increment financing areas ("TIF Areas"), and has issued and has outstanding notes of the City in evidence of such borrowing (collectively, the "TIF Notes "). and (iv) issued, and there are currently outstanding, various series of general obligation bonds (collectively, the "Outstanding City G.O. Bonds"), and (v) issued, and there are currently outstanding, various obligations of the City secured by, in whole or in part, distributions by the State of motor fuel tax revenues as described in Section 8 of the Motor fuel Tax Law (the "Motor Fuel Tax Revenue Obligations"). The Corporation has heretofore issued, and there are currently outstanding, various series of Sales Tax Obligations (such Sales Tax Obligations, together with the Line of Credit Indebtedness, the Commercial Paper Indebtedness, the TIF Notes, and the Outstanding City Bonds, the Motor Fuel Tax Revenue Obligations and Notes issued hereunder (as hereinafter described), the "Outstanding Indebtedness"). The City has determined that it is in the best interests of the inhabitants of the City and necessary for the welfare of the government and affairs of the City to (i) authorize the refunding of all or a portion of the Outstanding Indebtedness (said portion of the Outstanding Indebtedness to be refunded being referred to herein as the "Refunded Indebtedness") in order to achieve debt service savings for the City or to restructure debt service of the Outstanding Indebtedness, including, in connection therewith, paying any additional costs in connection with financing such refundings, including, but not limited to, any fees, costs or premiums incurred in effectuating such refunding through a tender offer for any of the Refunded Indebtedness or an exchange of GO Bonds for any of the Refunded Indebtedness (an "Exchange Transaction"), and (ii) finance operating expenditures or other cash flow needs of the City (collectively, the "Refunding and Restructuring Purposes "). The City may issue short-term Notes hereunder with the intent that such Notes be refinanced with the proceeds of long-term GO Bonds or Additional Sales Tax Obligations, and such Notes constitute Outstanding Indebtedness for all purposes hereunder, and the issuance of such Notes and the refunding of such Notes are expressly included as Refunding and Restructuring Purposes for all purposes hereunder. The



Mayor or any Authorized Officer is authorized to take any action necessary to allocate any of the City's private activity bond volume cap under Section 146 of the Code to any of the GO Bonds or Additional Sales Tax Obligations issued hereunder.

**Section 2.3. Amendment to Section 1.2(a) of Part B of the Original GO Ordinance.**

The second paragraph of Section 1.2(a) of Part B of the Original GO Ordinance is amended by inserting the underlined text as follows:

The City anticipates that it will issue Bonds for the Refunding and Restructuring Purposes in four parts: a refunding and restructuring for the City's Corporate Fund (the "Corporate Fund") and working capital purposes (the "Corporate Fund Purpose"), a refunding for savings (the "Savings Refunding Purpose"), a refunding of the TIF Notes (the "TIF Note Refunding Purpose"), and an additional economic and tender offer refunding, which may include an Exchange Transaction (the "Additional Economic and Tender Offer Refunding Purpose"). The anticipated amount of the Bonds to be issued for the Additional Economic and Tender Offer Refunding Purpose is \$430,000,000. and the anticipated aggregate amount of Bonds to be issued for the Corporate Fund Purpose, the Savings Refunding Purpose and the TIF Note Refunding Purpose is \$1,920,000,000. provided, however, that the descriptions of the Additional Economic and Tender Offer Refunding Purpose, the Savings Refunding Purpose, TIF Note Refunding Purpose and the Corporate Fund Purpose do not in any way limit the ability of the City to issue Bonds for any of the Refunding and Restructuring Purposes, and the amounts set forth in this paragraph are presented for informational purposes only and do not restrict the City's ability to issue Bonds for

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any of the Refunding and Restructuring Purposes in any amount, provided that the aggregate amount of Bonds issued pursuant to this Ordinance for Refunding and Restructuring Purposes does not exceed the Refunding and Restructuring Debt Issuance Limit.

**Section 2.4. Amendment to Section 1.2(c) of Part B of the Original GO Ordinance.**

Section 1.2(c) of Part B of the Original GO Ordinance is amended by deleting the struck-through text and inserting the underlined text as follows:

(c) The Bonds of each series may be issued pursuant to, and have such terms and provisions as are set forth in, a Trust Indenture from the City to a Bond Trustee substantially in the form attached as Exhibit D, which is incorporated in this Ordinance by this reference, but with such revisions in text as the Mayor or the Authorized Officer executing the same shall determine are necessary or desirable, the execution thereof, and any amendment thereto, by the Mayor or such Authorized Officer to evidence the City Council's approval of all such revisions. Such revisions may include, among other things, (i) revisions required in the case of the issuance of a series of Taxable Bonds, (ii) revisions required to accommodate the inclusion of working capital as part of the Financing Plan, (iii) revisions required to accommodate the sale of the Bonds on a forward-delivery basis, (iv) revisions required to accommodate the sale of the Bonds to a Direct Purchaser, and (v) revisions required to reflect the issuance of the Bonds as Direct Purchase Bonds (as hereinafter defined), and (vi) revisions required to reflect the issuance of the Bonds in an Exchange Transaction. With respect to any series of Bonds issued pursuant to a Trust Indenture, in the event of any conflict between the provisions of this Ordinance and such Trust Indenture (including in the form of Bond attached thereto as an exhibit), the terms of such Trust Indenture shall be deemed to control. The Mayor or an Authorized Officer is authorized to enter into one or more of such Trust Indentures from time to time on behalf of the City.

**Section 2.5. Amendment to Section 2.2(a) of Part B of the Original GO Ordinance.**

The first paragraph of Section 2.2(a) of Part B of the Original GO Ordinance is amended and restated to read in full as follows:

(a) For the purpose of providing the funds required to pay as the same become due (i) the principal of and interest and redemption premium, if any, on the Bonds, and (ii) to the extent determined by an Authorized Officer to be necessary or desirable, periodic fees and expenses payable to parties involved in the provision of ongoing services relating to the Bonds, such as rating agencies and entities providing financial market information to be used in connection with the structuring and sale of the Bonds (the "Ongoing Financing Services"), there is hereby levied upon all of the taxable property within the City. In the years for which any of said Bonds are outstanding, a direct annual tax sufficient for that purpose, provided, however, that such levy shall not exceed (i) \$ 175,000,000 in any single levy year for all Bonds issued hereunder for New Money Purposes and (ii) (A) \$350,000,000 in any single levy year for levy years 2031 through 2035 and (B) \$200,000,000 in any single levy year for all other levy years, in each case for all Bonds issued hereunder for Refunding and Restructuring Purposes. Such levy for a series of the Bonds shall be fully set forth in one or more Notifications of Sale delivered in connection with the issuance of such series of the Bonds: provided that collections of such levy for any year in an amount in excess of that necessary to make the payments described in clauses (i) and (ii) above (x) may be used for any lawful public purpose designated by the City Council or (y) may be reduced and abated by an Authorized Officer if such reduction is deemed desirable by an Authorized Officer in connection

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with the sale or sales of the Bonds, in each case as determined from time to time by an Authorized Officer as provided in Section 3.1 of this Part B; further provided, that an Authorized Officer may determine in connection with the sale of any series of Notes that the Pledged Taxes shall not be levied for the payment of principal or of interest on the portion of such Notes due within two years of the date of the issuance of such Notes.

**Section 2.6. Amendment to Section 2.2(c) of Part B of the Original GO Ordinance.**

The first paragraph of Section 2.2(c) of Part B of the Original GO Ordinance is amended by inserting the underlined text as follows:

(c) The term "Pledged Taxes" means the taxes hereinabove levied for collection for the purpose of providing the funds necessary to make the payments described in clauses (i) and (ii) of paragraph (a) of this Section 2.2, and the term "Pledged Taxes" shall also include any amounts deposited into the hereinafter-defined Bond Fund or deposited with the Ad Valorem Tax Escrow Agent (as defined in Section 2.4 of this Part B) by an Authorized Officer for the purpose of paying principal of and interest on the Bonds and any accrued interest received and deposited in the Bond Fund or the Ad Valorem Tax Escrow Account, if established pursuant to Section 2.4 of this Part B. The City Council hereby determines that any collections of the direct annual taxes levied upon all taxable property in the City with respect to any Refunded Indebtedness may, to the extent such collections are no longer needed to pay the Refunded Indebtedness as a result of such refunding (the "Refunded Bond Levies") be deposited into the Bond Fund for any of the Bonds issued hereunder, if so directed by an Authorized Officer, and, if so deposited, such amounts shall be included in the term "Pledged Taxes" as described in the previous sentence. The Refunded Bond Levies, including any portion thereof levied by the City and not yet extended by the County Clerks (as hereinafter defined), may be used by the City to pay the principal of, interest on or redemption price of any Line of Credit Indebtedness.

**Section 2.7. Amendment to Section 3.1(a) of Part B of the Original GO Ordinance.**

Section 3.1(a) of Part B of the Original GO Ordinance is amended by inserting the underlined text as follows:

(a) Each Authorized Officer is authorized to sell all or any portion of the Bonds from time to time (i) to or at the direction of an underwriter or group of underwriters to be selected by such Authorized Officer (the "Underwriters"), or (ii) to a Direct Purchaser (the Underwriters and Direct Purchasers being collectively referred to herein as the "Purchasers"), with the concurrence of the Chairman of the Finance Committee or, if unavailable or absent, the Vice Chairman of the Finance Committee, on such terms as such Authorized Officer may deem to be in the best interests of the City within the limitations set forth in this Ordinance. Any Bonds may be sold in an Exchange Transaction, the same being a transaction in which the beneficial holders of any Outstanding Indebtedness are solicited by the City to tender the Outstanding Indebtedness they hold in exchange for any Bonds to be issued by the City hereunder.

**Section 2.8. Amendment to Section 3.1(c) of Part B of the Original GO Ordinance.**

Section 3.1(c) of Part B of the Original GO Ordinance is amended by deleting the struck-through text and inserting the underlined text, as follows:

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(c) Either Authorized Officer is authorized and directed to (i) select the particular Outstanding Indebtedness which will constitute Refunded Indebtedness under this Ordinance by application of the proceeds of sale of the Bonds, (ii) cause all necessary notices of redemption of the Refunded Indebtedness selected for refunding as provided above to be given in accordance with the terms of the respective ordinances or indentures, as applicable, authorizing the Refunded Indebtedness, (iii) execute such contracts and documents as may be necessary in connection with a tender offer of any Refunded Indebtedness, (iv) execute such contracts and documents as may be necessary in connection with an Exchange Transaction including, but not limited to, a dealer manager agreement and an information agent agreement, (v) disseminate any documents which may be required as part of a tender offer or Exchange Transaction, including, but not limited to, an invitation for tender offer or exchange and related disclosure documents, and (wvi) determine the amount of proceeds of the Bonds, if any, to be applied to the Refunding and Restructuring Purposes and the New Money Purposes.

**Section 2.9. Amendment to Section 3.1(i) of Part B of the Original GO Ordinance.**

Section 3.1(i) of Part B of the Original GO Ordinance is amended by inserting the underlined text as follows:

1) In connection with the sale of any series of Bonds, an Authorized Officer shall file in the office of the City Clerk and, for any series of GO Bonds or series of Notes for which the Pledged Taxes will be levied, the County Clerks, a Notification of Sale directed to the City Council setting forth (i) the series designation, the aggregate principal amount and authorized denominations of, maturity schedule and redemption provisions for the Bonds sold, (ii) the principal amounts and interest rates on the Bonds sold, (iii) information regarding the specific Outstanding Indebtedness or portion thereof to be refunded with proceeds of Bonds issued for Refunding and Restructuring Purposes, (iv) the date on and price at which the Outstanding Indebtedness selected for refunding shall be redeemed or otherwise prepaid (if such redemption shall occur prior to stated maturity) and the amount of any tender price or exchange price paid in connection with the payment of Outstanding Indebtedness, (v) the identity of the insurer or insurers issuing the bond insurance policy or policies, if any, referred to in paragraph (f) of this Section 3.1, (vi) the identity of the Purchasers selected for such Bonds, (vii) the identity of the applicable Bond Registrar or of the Bond Trustee, if any, selected by an Authorized Officer for such Bonds, (viii) the compensation paid to the Underwriters in connection with such sale, (ix) any origination fee or other fee required by a Direct Purchaser, (x) the amount of property taxes levied pursuant to Section 2.2 (a) of this Part B with respect to the Bonds for each year during which the Bonds are outstanding, (xi) with respect to any

Notes issued hereunder, the portion of such Notes for which the Pledged Taxes will not be levied and (xii) any other matter authorized by this Ordinance to be determined by an Authorized Officer at the time of the sale of the Bonds of each series.

Section 2.10. Amendment to Section 3.2(a)(2) of Part B of the Original GO Ordinance. Section 3.2(a)(2) of Part B of the Original GO Ordinance is amended by inserting the underlined text as follows:

2) From the sale proceeds derived from any such sale of a series of the Bonds, (i) such sum as may be determined by an Authorized Officer to be necessary to pay not more than three years of interest on the Bonds may be used to pay such interest, and to that end, may be deposited in the applicable Bond Fund established for such Bonds; (ii) the sum determined by an Authorized

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Officer to be sufficient to pay the Refunded Indebtedness being refunded at or prior to their respective maturities, at a price of par, the applicable redemption premium and accrued interest thereon up to and including said redemption or maturity dates, and any payment or premium required in connection with a tender offer and purchase of any Refunded Indebtedness or Exchange Transaction shall be deposited into the respective debt service funds established for the Refunded Indebtedness or into one or more "Refunded Indebtedness Escrow Accounts" to be held by one or more banks or trust companies to be designated by an Authorized Officer (each a "Refunding Escrow Agent"), each pursuant to the terms of an escrow agreement (each a "Refunding Escrow Agreement"), and the Mayor, an Authorized Officer and the City Clerk, or any of them, are authorized to execute and deliver each Refunding Escrow Agreement, and any amendment thereto, in such form as the officer so executing shall deem appropriate to effect the Financing Plan, (iii) the sum determined by an Authorized Officer to be necessary to pay the costs of the New Money Purposes shall be set aside, held and invested at the direction of an Authorized Officer, as separate funds of the City pending such payment, and (iv) the sum determined to be necessary by an Authorized Offer to reimburse the Corporate Fund for amounts paid therefrom to fund costs of the New Money Purposes in accordance with Section 4.7 of this Part B hereof: provided, however, that with respect to any Bonds issued in an Exchange Transaction, an amount equal to the principal amount of such Bonds issued pursuant to the Exchange Transaction shall be deemed to have been deposited into the applicable Bond Fund for the Refunded Indebtedness refunded in such Exchange Transaction and will be deemed to have been used for the purpose of paying such Refunded Indebtedness.

**Section 2.11. Amendment to Section 2.1 of Part C of the Original GO Ordinance.**

Section 2.1 of Part C of the Original GO Ordinance is amended by inserting the following text as subsection (c) in such section:

(c) The Mayor, the Authorized Officers and the City Clerk are authorized to execute any amendment to the Sale Agreement as may be necessary from time to time to effectuate the issuance of the Additional Sales Tax Obligations herein authorized including, but not limited to, an amendment to the Sale Agreement clarifying that consideration to the City for the sale of the Sales Tax Revenues (as defined in the Sale Agreement) to the Corporation under the Sale Agreement does not include the proceeds of Additional Sales Tax Obligations issued by the Corporation to refund then outstanding Sales Tax Obligations of the Corporation.

**ARTICLE 3 - AUTHORIZATION FOR ISSUANCE OF RECOVERY BONDS**

Section 3.1. The Recover}' Purposes. The City has determined that it is in the best interests of the

inhabitants of the City and necessary for the welfare of the government and affairs of the City to implement a plan to provide for the financing of (i) public right-of-way improvements in City neighborhoods, including street and alley construction and improvements, lighting improvements, sidewalk improvements and replacements, curb and gutter repairs and replacements and environmental remediation; (ii) infrastructure improvements to enhance the development of economic activity, including industrial street construction and improvements, streetscaping, median landscaping, telecommunications facilities or equipment, demolition of hazardous, vacant or dilapidated buildings that pose a threat to public safety and welfare, shoreline reconstruction, waterway improvements, environmental improvements, riverbank stabilization, residential and commercial infrastructure redevelopment and improvements and railroad viaduct

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*clearance improvements; (iii) transportation improvements (to City property and facilities and to property and facilities located within the City limits which are owned by other governmental entities), including street resurfacing, bridge and freight tunnel rehabilitation, viaduct rehabilitation, traffic signal modernization, new traffic signal installation, intersection safety improvements and transit facility improvements; (iv) loans or grants to assist individuals, not-for-profit organizations, or educational or cultural institutions, or for-profit organizations, or to assist other municipal corporations, units of local government, school districts, the State or the United States of America; (v) the duly authorized acquisition of improved or unimproved real property within the City for municipal, industrial, commercial, recreational, community or residential purposes and the improvement or remediation of any such property; (vi) the acquisition of personal property, including, but not limited to, computer hardware and software, vehicles or other capital items useful or necessary for City purposes; (vii) constructing, equipping, altering, improving and repairing various municipal facilities and the sites thereof, including fire stations, police stations, libraries, parks, parkways, senior and health centers and other municipal facilities; and (viii) programs to enhance economic development or improve the health, safety and welfare of City residents, including assisting persons and entities with the acquisition, construction and/or rehabilitation of property for residential, commercial, recreational, community or industrial purposes (the purposes described in clauses (i) through (viii) above being referred to herein as the "Recovery Purposes"). The City has heretofore authorized the borrowing of money pursuant to one or more line of credit agreements to provide funds for interim financing for capital projects, including, but not limited to Recovery Purposes (the "Recovery Line of Credit Indebtedness").*

*Section 3.2. Debt Issuance and Debt Limit. \$660,000,000 aggregate principal amount of Recovery Bonds are hereby authorized to be issued for the purpose of financing the Recovery Purposes (the "Recovery Purposes Debt Authorization Amount"). The combined aggregate principal amount of Recovery Bonds issued under the authorizations contained in this Article 3 for Recovery Purposes shall not exceed \$660,000,000 (the "Recovery Bond Issuance Limit").*

Section 3.3. Findings and Determinations. This City Council hereby finds and determines as follows:

(a) that the issuance of the Recovery Bonds to implement the Chicago Recovery

Financing Plan is in the best interests of the City:

(b) " that the City 's ability to issue the Recovery Bonds from time to time without further action by this City Council at various times, in various principal amounts and with various interest rates and interest rate mechanisms, maturities, redemption provisions and other terms will enhance

the City's opportunities to obtain financing upon the most favorable terms available; and

(c) that the delegations of authority that are contained in this Article 3 are necessary and desirable because this City Council cannot itself as advantageously, expeditiously or conveniently exercise such authority and make such specific determinations. Thus, authority is granted to the Mayor or an Authorized Officer to determine to sell one or more series of the Recovery Bonds, at one or more times, as and to the extent the Mayor or an Authorized Officer determines that such sale or sales is desirable and in the best interests of the City.

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#### **Section 3.4. Authorization of Recovery Bonds and Recovery Trust Indentures.**

a) All or a portion of the Recovery Purposes Debt Authorization Amount may be issued as Recovery Bonds. Subject to the Recovery Bond Issuance Limit, Recovery Bonds are hereby authorized to be issued in one or more series, in an aggregate principal amount not to exceed \$660,000,000 for the purpose of (A) financing all or a portion of the cost of the Recovery Purposes including therewith (i) costs of issuance, including underwriters discount or any origination fee or similar fee charged by a Recovery Direct Purchaser (as hereinafter defined), (ii) capitalized interest on the Recovery Bonds, and (iii) credit enhancements (including, but not limited to, premiums for the purchase of policies of municipal bond insurance with respect to the Recovery Bonds) and (B) refinancing Recovery Line of Credit Indebtedness relating to interim financing for Recovery Purposes.

The City anticipates that it will issue Recovery Bonds for the Recovery Purposes in the amounts set forth on Exhibit 3-A hereto, provided, however, that the amounts set forth on Exhibit 3-A are presented for informational purposes only and do not restrict the City's ability to issue Recovery Bonds for any of the Recovery Purposes to any amount, provided that the aggregate amount of Recovery Bonds issued pursuant to this Article 3 for Recovery Purposes does not exceed the Recovery Bond Issuance Limit.

b) The Recovery Bonds may be issued from time to time in one or more series in an aggregate principal amount not exceeding the amount specified above, or such lesser amounts as may be determined by an Authorized Officer.

c) The Recovery Bonds of each series may be issued pursuant to, and have such terms and provisions as are set forth in, a Recovery Trust Indenture from the City to a Recovery Bond Trustee substantially in the form attached as Exhibit 3-B, which is incorporated in this Ordinance by this reference, but with such revisions in text as the Mayor or the Authorized Officer executing the same shall determine are necessary or desirable, the execution thereof, and any amendment thereto, by the Mayor or such Authorized Officer to evidence the City Council's approval of all such revisions. Such revisions may include, among other things, (i) revisions required in the case of the issuance of a series of Taxable Recovery Bonds, (ii) revisions

required to accommodate the inclusion of working capital as part of the Chicago Recovery Financing Plan, (iii) revisions required to accommodate the sale of the Recovery Bonds on a forward-delivery basis, (iv) revisions required to accommodate the sale of the Recovery Bonds to a Recovery Direct Purchaser, and (v) revisions required to reflect the issuance of the Recovery Bonds as Recovery Direct Purchase Bonds (as hereinafter defined). With respect to any series of Recovery Bonds issued pursuant to a Recovery Trust Indenture, in the event of any conflict between the provisions of this Ordinance and such Recovery Trust Indenture (including in the form of Recovery Bond attached thereto as an exhibit), the terms of such Recovery Trust Indenture shall be deemed to control. The Mayor or an Authorized Officer is authorized to enter into one or more of such Recovery Trust Indentures from time to time on behalf of the City.

d) The Recovery Bonds will bear interest at fixed rates and pay interest as described below. Each series of Recovery Bonds shall be dated such date as shall be agreed upon by an Authorized Officer and the purchasers of such Recovery Bonds, shall be in fully registered form, shall be in such minimum denominations and integral multiples thereof as shall be agreed upon by

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an Authorized Officer and the purchasers of such Recovery Bonds (but no single Recovery Bond shall represent installments of principal maturing on more than one date), and shall be numbered as determined by the applicable Recovery Bond Registrar (as hereinafter defined).

All or any portion of the Recovery Bonds may be issued and sold from time to time as a direct purchase to holders (the "Recovery Direct Purchase Bonds"). The Recovery Direct Purchase Bonds shall be sold as provided in Section 3.20 hereof.

Any series of the Recovery Bonds may be issued on a forward-delivery basis.

e) Each series of the Recovery Bonds shall be dated such date as shall be agreed upon by an Authorized Officer and the purchasers of such Recovery Bonds, shall be in fully registered form, shall be in such minimum denominations and integral multiples thereof as shall be agreed upon by an Authorized Officer and the purchasers of such Recovery Bonds (but no single Recovery Bond shall represent installments of principal maturing on more than one date), and shall be numbered as determined by the applicable Recovery Bond Registrar.

f) The principal of the Recovery Bonds of each series shall become due and payable on or before the earlier of (i) January 1, 2062, or (ii) 40 years after the date of issuance of such series. Each series of Recovery Bonds shall bear interest at a rate or rates not to exceed 15 percent per annum. Any portion of the Recovery Bonds may be issued as Taxable Recovery Bonds or Tax-Exempt Recovery Bonds as determined by an Authorized Officer to be beneficial to the City. Any series of the Recovery Bonds may be issued as either Recovery GO Bonds or Recovery GO Notes.

g) Each Recovery Bond shall bear interest from the later of its date or the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount of such Recovery Bond is paid, such interest (computed upon the basis of a 360-day period of twelve 30-day months) being payable on the dates as shall be determined by an Authorized Officer at the time of the sale of each series of Recovery Bonds. Interest on each Recovery Bond shall be paid to the person in whose name such Recovery Bond is registered at the close of business on the 15th day of the month next preceding the interest payment

date, by check or draft of the applicable Recovery Bond Registrar, or, at the option of any registered owner of \$1,000,000 or more in aggregate principal amount of Recovery Bonds of a series, by wire transfer of immediately available funds to such bank in the continental United States of America as the registered owner of such Recovery Bonds shall request in writing to the applicable Recovery Bond Registrar.

The principal of the Recovery Bonds and any redemption premium shall be payable in lawful money of the United States of America upon presentation and surrender thereof at the designated corporate trust office of the applicable Recovery Bond Registrar.

(h) Each of the Recovery GO Bonds shall be designated "General Obligation Bonds (Chicago Recovery Plan), Series \_\_\_\_\_" and each of the Recovery GO Notes shall be designated "General Obligation Notes (Chicago Recovery Plan), Series \_\_\_\_\_." or shall have such other designations or descriptions as determined by an Authorized Officer to be necessary to properly identify and differentiate the Recovery Bonds at the time of the sale of the Recovery Bonds, and with such other additions, modifications or revisions as shall be determined to be necessary by an Authorized Officer at the time of the sale of such Recovery Bonds to reflect the calendar year of

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issuance of the Recovery Bonds, the order of sale of the Recovery Bonds, the specific series of the Recovery Bonds, whether the Recovery Bonds are being issued as Taxable Recovery Bonds or tax-Exempt Recovery Bonds, whether the Recovery Bonds are being issued as Recovery GO Bonds or Recovery GO Notes, whether the Recovery Bonds are Recovery Direct Purchase Bonds, the purposes for which the Recovery Bonds are being sold and any other authorized features of the Recovery Bonds determined by an Authorized Officer as desirable to be reflected in the title of the Recovery Bonds being issued and sold.

### **Section 3.5. Execution and Authentication.**

a) The seal of the City or a facsimile thereof shall be affixed to or printed on each of the Recovery Bonds, and the Recovery Bonds shall be executed by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the City Clerk, and in case any officer whose signature shall appear on any Recovery Bond shall cease to be such officer before the delivery of such Recovery Bond, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

b) All Recovery Bonds shall have thereon a certificate of authentication substantially in the form hereinafter set forth duly executed by the applicable Recovery Bond Registrar or Recovery Bond Trustee as authenticating agent of the City and showing the date of authentication. No Recovery Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Article 3 unless and until such certificate of authentication shall have been duly executed by the applicable Recovery Bond Registrar or Recovery Bond Trustee by manual signature, and such certificate of authentication upon any such Recovery Bond shall be conclusive evidence that such Recovery Bond has been authenticated and delivered under this Ordinance. The certificate of authentication on any Recovery Bond shall be deemed to have been executed by the applicable Recovery Bond Registrar or Recovery Bond Trustee if signed by an authorized officer of such Recovery Bond Registrar or Recovery Bond Trustee, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Recovery Bonds issued under this Article 3.



### Section 3.6. Registration and Transfer.

a) The City shall cause books (the "Recovery Bond Register") for the registration and for the transfer of each series of Recovery Bonds as provided in this Article 3 to be kept at the designated corporate trust office of a bank or trust company designated by an Authorized Officer, as the registrar for the City in connection with such series of Recovery Bonds (the "Recovery Bond Registrar"), which shall, with respect to a series of Recovery Bonds issued pursuant to a Recovery Trust Indenture, be the Recovery Bond Trustee for such series of Recovery Bonds. The City is authorized to prepare multiple Recovery Bond blanks executed by the Mayor and attested by the City Clerk for use in the transfer and exchange of Recovery Bonds.

b) Upon surrender for transfer of any Recovery Bond at the designated corporate trust office of the applicable Recovery Bond Registrar, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to such Recovery Bond Registrar and duly executed by the registered owner or its attorney duly authorized in writing, the City shall execute and such Recovery Bond Registrar shall authenticate, date and deliver in the name of the

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transferee or transferees one or more fully registered Recovery Bonds of the same series, interest rate and maturity of authorized denominations, for a like principal amount. Any Recovery Bond or Recovery Bonds may be exchanged at said office of the applicable Recovery Bond Registrar for a like aggregate principal amount of Recovery Bonds of the same series, type, interest rate and maturity of other authorized denominations. The execution by the City of any fully registered Recovery Bond shall constitute full and due authorization of such Recovery Bond, and the applicable Recovery Bond Registrar shall thereby be authorized to authenticate, date and deliver such Recovery Bond; provided that the aggregate principal amount of Recovery Bonds of each series, maturity and interest rate authenticated by the applicable Recovery Bond Registrar or Recovery Bond Trustee shall not exceed the authorized principal amount of Recovery Bonds for such series, maturity and interest rate less previous retirements.

c) *The applicable Recovery Bond Registrar shall not be required to transfer or exchange (i) any Recovery Bond after notice calling such Recovery Bond for redemption has been mailed, or (ii) any Recovery Bond during a period of 15 days next preceding mailing of a notice of redemption of such Recovery Bond; provided, however, that provisions relating to the transfer or exchange of Recovery Bonds of a series shall be as determined by an Authorized Officer at the time of the sale of such series and may be set forth in a notification of sale as described in Section 3.20(i) hereof or in the Recovery Trust Indenture for such series (a "Recovery Notification of Sale").*

d) The person in whose name any Recovery Bond is registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of, redemption premium, if any, or interest on any Recovery Bond, as appropriate, shall be made only to or upon the order of the registered owner thereof or its legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Recovery Bond to the extent of the sum or sums so paid.

e) No service charge shall be made for any transfer or exchange of Recovery Bonds, but the City or the applicable Recovery Bond Registrar may require payment of a sum sufficient to cover any tax or other

governmental charge that may be imposed in connection with any transfer or exchange of Recovery Bonds, except that no such payment may be required in the case of the issuance of a Recovery Bond or Recovery Bonds for the unredeemed portion of the Recovery Bond surrendered for redemption.

Section 3.7. Book-Entry Only System. If so determined and directed by an Authorized Officer in connection with the sale of any of the Recovery Bonds, such Recovery Bonds may be issued in book-entry only form. In connection with the issuance of Recovery Bonds in book-entry only form, an Authorized Officer is authorized to execute and deliver to the book-entry depository selected by such Authorized Officer such depository's standard form of representation letter. If any of the Recovery Bonds are registered in the name of a securities depository which uses a book-entry system, the standing of the beneficial owner to enforce any of the covenants herein may be established through the books and records of such securities depository or a participant therein.

Section 3.8. Replacement of Recovery Bonds. If any Recovery Bond, whether in temporary or definitive form, is lost (whether by reason of theft or otherwise), destroyed (whether by mutilation, damage, in whole or in part, or otherwise) or improperly cancelled, the applicable

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Recovery Bond Registrar may authenticate a new Recovery Bond of like series, date, maturity date, interest rate, denomination and principal amount and bearing a number not contemporaneously outstanding; provided that (i) in the case of any mutilated Recovery Bond, such mutilated Recovery Bond shall first be surrendered to the applicable Recovery Bond Registrar, and (ii) in the case of any lost Recovery Bond or Recovery Bond destroyed in whole, there shall be first furnished to the applicable Recovery Bond Registrar evidence of such loss or destruction, together with indemnification of the City and such Recovery Bond Registrar, satisfactory to such Recovery Bond Registrar. If any lost, destroyed or improperly cancelled Recovery Bond shall have matured or is about to mature, or has been called for redemption, instead of issuing a duplicate Recovery Bond, the applicable Recovery Bond Registrar shall pay the same without surrender thereof if there shall be first furnished to such Recovery Bond Registrar evidence of such loss, destruction or cancellation, together with indemnity, satisfactory to it. Upon the issuance of any substitute Recovery Bond, the applicable Recovery Bond Registrar may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto.

### **Section 3.9. Redemption and Repurchase.**

a) The Recovery Bonds may be made subject to redemption prior to maturity at the option of the City, in whole or in part on any date, at such times and at such redemption prices (to be expressed as a percentage of the principal amount of Recovery Bonds being redeemed to be redeemed) not to exceed 120 percent, plus, accrued interest to the date of redemption, as determined by an Authorized Officer at the time of the sale thereof.

b) Notwithstanding the foregoing, such 120 percent limitation on the redemption price of Recovery Bonds shall not apply where the redemption price is based upon a formula designed to compensate the owner of the Recovery Bonds to be redeemed based upon prevailing market conditions on the date fixed for redemption, commonly known as a "make-whole" redemption price (the "Recovery Make-Whole Redemption Price"). At the time of sale of the Recovery Bonds, an Authorized Officer shall determine the provisions of the formula to be used to establish any Recovery Make-Whole Redemption Price, which may vary depending on whether the Recovery Bonds are issued as Taxable Recovery Bonds or Tax-Exempt Recovery Bonds. An Authorized Officer shall confirm and transmit the applicable Recovery Make-Whole Redemption Price on such dates and to such parties as shall be necessary to effectuate such redemption.

c) If fewer than all of the outstanding Recovery Bonds of a series are to be optionally redeemed, the Recovery Bonds to be called shall be called from such maturities and interest rates of such series as may be determined by an Authorized Officer.

d) Certain of the Recovery Bonds of a series may be made subject to mandatory redemption, at par and accrued interest to the date fixed for redemption, as determined by an Authorized Officer at the time of the sale thereof

e) An Authorized Officer is authorized to sell (at a price determined by such Authorized Officer to be in the best interests of the City) or waive any right the City may have to call any of the Recovery Bonds for optional redemption, in whole or in part, and is further authorized to expend the proceeds of any such sales for any purpose for which the proceeds of the

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Recovery Bonds are authorized to be expended and for the payment or prepayment of any City debt obligations whether issued before or after the date of adoption of this Ordinance, all as determined by an Authorized Officer; provided however, to the extent that interest on such Recovery Bonds is excluded from gross income for federal income tax purposes, such expenditures shall not adversely affect such exclusion. If determined to be necessary or appropriate, an Authorized Officer is authorized to solicit the consent of holders of outstanding Recovery Bonds to any such sale or waiver.

(1) At the time of sale of Recovery Bonds of a series, an Authorized Officer is authorized to determine the manner of redeeming such Recovery Bonds, either by lot in the manner hereinafter provided or pro-rata in the manner determined by an Authorized Officer at the time of sale, if less than all of the Recovery Bonds of the same series, maturity and interest rate are to be redeemed.

g) The Recovery Bonds shall be redeemed only in amounts equal to the respective minimum authorized denominations and integral multiples thereof. In the event of the redemption of fewer than all the Recovery Bonds of the same series, maturity and interest rate by lot, the aggregate principal amount thereof to be redeemed shall be the minimum authorized denomination for such series or an integral multiple thereof, and the applicable Recovery Bond Registrar shall assign to each Recovery Bond of such series, maturity and interest rate, a distinctive number for each minimum authorized denomination of such Recovery Bond and shall select by lot from the numbers so assigned as many numbers as, at such minimum authorized denomination for each number, shall equal the principal amount of such Recovery Bonds to be redeemed. In such case, the Recovery Bonds to be redeemed shall be those to which were assigned numbers so selected; provided that only so much of the principal amount of each Recovery Bond shall be redeemed as shall equal such minimum authorized denomination for each number assigned to it and so selected. In the event of the redemption of fewer than all Recovery Bonds of the same series, maturity and interest rate on a pro-rata basis, if the Recovery Bonds are held in book-entry form at the time of redemption, at the time of sale of the Recovery Bonds, an Authorized Officer is authorized to direct the Recovery Bond Registrar to instruct the book-entry depository to select the specific Recovery Bonds within such maturity and interest rate for redemption pro-rata among such Recovery Bonds. The City shall have no responsibility or obligation to ensure that the book-entry depository properly selects such Recovery Bonds for redemption.

h) An Authorized Officer shall, at least 45 days prior to any optional redemption date (unless a shorter time period shall be satisfactory to the applicable Recovery Bond Registrar), notify the applicable

Recovery Bond Registrar of such redemption date and of the principal amount of Recovery Bonds of such series to be redeemed.

- (i) In connection with any mandatory redemption of Recovery Bonds of a series as authorized above, the principal amounts of Recovery Bonds of such series to be mandatorily redeemed in each year may be reduced through the earlier optional redemption thereof, with any partial optional redemptions of such Recovery Bonds of such series credited against future mandatory redemption requirements in such order of the mandatory redemption dates as an Authorized Officer may determine. In addition, on or prior to the 60th day preceding any mandatory redemption date of Recovery Bonds of a series, the applicable Recovery Bond Registrar may, and if directed by an Authorized Officer shall, purchase Recovery Bonds of such series

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required to be retired on such mandatory redemption date at such prices as an Authorized Officer shall determine. Any such Recovery Bonds so purchased shall be cancelled and the principal amount thereof shall be credited against the payment required on such next mandatory redemption date with respect to such series of Recovery Bonds.

- (j) The applicable Recovery Bond Registrar shall promptly notify the City in writing of the Recovery Bonds, or portions thereof, selected for redemption and, in the case of any Recovery Bond selected for partial redemption, the principal amount and the interest rate thereof to be redeemed.

(k) Subject to the limitation on redemption price set forth above, the terms of such redemption shall be determined by an Authorized Officer at the time of sale of the Recovery Bonds of each series and may be set forth in a Recovery Notification of Sale as described in Section 3.20(i) hereof or in the Recovery Trust Indenture for such series.

### **Section 3.10. Notice of Redemption.**

a) Unless waived by any owner of Recovery Bonds to be redeemed, notice of the call for any such redemption shall be given by the applicable Recovery Bond Registrar on behalf of the City by mailing the redemption notice by first class mail at least 20 days and not more than 60 days prior to the date fixed for redemption to the registered owner of the Recovery Bond or Recovery Bonds to be redeemed at the address shown on the applicable Bond Register or at such other address as is furnished in writing by such registered owner to such Recovery Bond Registrar, but the failure to mail any such notice or any defect therein as to any Recovery Bond shall not affect the validity of the proceedings for the redemption of any other Recovery Bond. Any notice of redemption mailed as provided in this Section shall be conclusively presumed to have been given whether or not actually received by the addressee.

- b) All notices of redemption shall state:

(1) the series designation of the Recovery Bonds to be redeemed,

2) the redemption date,

3) the redemption price, or in the case of a redemption of Recovery Bonds at a Recovery Make-Whole Redemption Price, a description of the formula by which the redemption price shall be determined,

4) if less than all outstanding Recovery Bonds of a series are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts and interest rates of the Recovery Bonds to be redeemed,

5) that on the redemption date the redemption price will become due and payable upon each such Recovery Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue or compound from and after said date,

6) the place where such Recovery Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the designated corporate trust office of the applicable Recovery Bond Registrar, and

7) such other information as shall be deemed necessary by the applicable Recovery Bond Registrar at the time such notice is given to comply with law, regulation or industry standard.

c) With respect to an optional redemption of any series of Recovery Bonds, such notice may state that said redemption is conditioned upon the receipt by the applicable Recovery Bond Registrar on or prior to the date fixed for redemption of moneys sufficient to pay the redemption price of the Recovery Bonds of such series. If such moneys are not so received, such redemption notice shall be of no force and effect, the City shall not redeem such Recovery Bonds and the applicable Recovery Bond Registrar shall give notice, in the same manner in which the notice of redemption was given, that such moneys were not so received and that such Recovery Bonds will not be redeemed. Unless the notice of redemption shall be made conditional as provided above, on or prior to any redemption date for a series of Recovery Bonds, the City shall deposit with the applicable Recovery Bond Registrar an amount of money sufficient to pay the redemption price of all the Recovery Bonds or portions thereof of such series which are to be redeemed on that date.

d) Notice of redemption having been given as aforesaid, the Recovery Bonds, or portions thereof, so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the City defaults in the payment of the redemption price or unless, in the event of a conditional notice as described above, the necessary moneys were not deposited) such Recovery Bonds, or portions thereof, shall cease to bear, accrue or compound interest. Upon surrender of such Recovery Bonds for redemption in accordance with said notice, such Recovery Bonds shall be paid by the applicable Recovery Bond Registrar at the redemption price. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Recovery Bond, there shall be prepared for the registered owner a new Recovery Bond or

Recovery Bonds of the same series, interest rate and maturity in the amount of the unpaid principal.

(c) If any Recovery Bond or portion thereof called for redemption shall not be so paid upon surrender thereof for redemption, the principal shall, until paid, bear interest from the redemption date at the rate borne by such Recovery Bond, or portion thereof, so called for redemption. All Recovery Bonds which have been redeemed shall be cancelled and destroyed by the applicable Recovery Bond Registrar and shall not be reissued.

(1) If any Recovery Bond is not presented for payment when the principal amount thereof becomes due, either at maturity or at a date fixed for redemption thereof or otherwise, and if moneys sufficient to pay such Recovery Bond are held by the applicable Recovery Bond Registrar for the benefit of the registered owner of such Recovery Bond, such Recovery Bond Registrar shall hold such moneys for the benefit of the registered owner of such Recovery Bond without liability to the registered owner for interest. The registered owner of such Recovery Bond

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thereafter shall be restricted exclusively to such funds for satisfaction of any claims relating to such Recovery Bond.

Section 3.11. Form of Recovery Bonds. The Recovery Bonds of each series shall be prepared in substantially the following form with such insertions and revisions as shall be necessary to reflect the terms and provisions of the sale of the Recovery Bonds of such series pursuant to Section 3.20 hereof; provided that if the text of any Recovery Bond is to be printed in its entirety on the front side of such Recovery Bond, then the text shown or appearing on the reverse side of such Recovery Bond shall replace the second paragraph on the front side of the form of the Recovery Bond shown below and the legend. "See Reverse Side for Additional Provisions," shall be omitted.

For any series of Recovery Bonds issued as Recovery GO Notes, the words "Recovery Bond" and "Recovery Bonds" in the following form shall be changed to "Recovery Note" or "Recovery Notes", as applicable, and such additional revisions shall be made as necessary to reflect the specific provisions of such Recovery GO Notes.

All Recovery Bonds may be prepared with such insertions and revisions as shall be necessary in connection with the issuance of such Recovery Bonds as Recovery Direct Purchase Bonds or for the sale of such Recovery Bonds to a Recovery Direct Purchaser.

[Form of Recovery Bond - Front Side]

Registered No.

United States of America

State of Illinois

City of Chicago

See Reverse Side for Additional Provisions

Interest Rate:

%

General Obligation

(Chicago Recovery Plan) Series

Maturity Date: Dated Date:

1, 20

Registered

Owner:

Principal

Amount:

The City of Chicago (the "City") hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above, the Principal Amount identified above and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on such Principal Amount from the later of the date of this Recovery Bond or the most recent interest payment date

to which interest has been paid at the Interest Rate per annum set forth above on

of each year commencing 1, 20 , until said Principal Amount is paid.

Principal of this Recovery Bond and redemption premium, if any, shall be payable in lawful money of the United States of America upon presentation and surrender at the designated corporate trust

office of , Chicago, Illinois, as [bond trustee,] bond registrar and

paying agent (the "Bond Registrar"). Payment of the installments of interest shall be made to the Registered Owner hereof as shown on the registration books of the City maintained by the Bond Registrar at the close of business on the 15th day of the month next preceding each interest payment date and shall be paid by check or draft of the Bond Registrar mailed to the address of such Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Bond Registrar or, at the option of any Registered Owner of \$1,000,000 or more in aggregate principal amount of the Recovery Bonds, by wire transfer of immediately available funds to such bank in the continental United States of America as the Registered Owner hereof shall request in writing to the Bond Registrar.

Reference is made to the further provisions of this Recovery Bond set forth on the reverse hereof and such further provisions shall for all purposes have the same effect as if set forth at this place.

It is certified and recited that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this Recovery Bond did exist, have happened, and have

been done and performed in regular and due form and time as required by law; that the indebtedness of the City, including the issue of Recovery Bonds of which this is one, does not exceed any limitation imposed by law; and that provision has been made for the collection of a direct annual tax sufficient to pay the interest hereon as it falls due and also to pay and discharge the principal hereof at maturity.

This Recovery Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Bond Registrar.

In Witness Whereof, the City of Chicago by the City Council has caused its corporate seal to be

imprinted by facsimile hereon and this Recovery Bond to be signed by the duly authorized facsimile signature of the Mayor and attested by the facsimile signature of the City Clerk, all as of the Dated Date identified above.

(Facsimile Signature)  
Mayor City of Chicago

Attest:

(Facsimile Signature) City Clerk  
City of Chicago

[Seal]

Date of Authentication: ,

Certificate of Authentication

This Recovery Bond is one of the Recovery Bonds described in the within-mentioned Bond Ordinance and is one of the General Obligation (Chicago Recovery Plan), Series , of the City of Chicago.

By: (Manual Signature)  
Authorized Officer

[Form of Recovery Bond - Reverse Side]

City of Chicago  
**General Obligation  
(Chicago Recovery Plan) Series**

For the prompt payment of this Recovery Bond, both principal and interest, as aforesaid, as the same become due, and for the levy of taxes sufficient for that purpose [(the "Pledged Taxes")], the full faith, credit and resources of the City are irrevocably pledged], except that with respect to the payments of principal and interest on the Recovery GO Notes due on and , the City will not levy the Pledged Taxes].

This Recovery Bond is one of a series of Recovery Bonds aggregating the original principal amount of \$ issued pursuant to the constitutional home rule powers of the City for the purposes of (A)(i) paying costs of the Recovery Purposes described in the hereinafter-defined Bond Ordinance, (ii) capitalizing or funding such interest on the Recovery Bonds as may be necessary, (iii) paying costs of credit enhancements, and (iv) paying expenses incidental to the issuance of the Recovery Bonds, and (B) refinancing Recovery Line of Credit Indebtedness relating to interim financing for Recovery Purposes, and was authorized by an Ordinance adopted by the City Council of the City on , 20 (the "Bond Ordinance").

The Recovery Bonds maturing on or after , , are redeemable prior to maturity at the option of the City, in whole or in part on any date on or after 1, , and if less than all of the outstanding Recovery Bonds are to be redeemed, the Recovery Bonds to be called shall be called from such maturities and interest rates as shall be determined by the City and if less than all of the Recovery Bonds of a single maturity and the same interest rate are to be redeemed then [by lot ] [pro-rata] within such maturity and interest rate in the manner hereinafter provided, the Recovery Bonds to be redeemed



at the redemption prices (being expressed as a percentage of the principal amount) set forth below, plus accrued interest to the date of redemption:

Dates of Redemption	Redemption Price
The Recovery Bonds maturing on _____, _____, are subject to mandatory redemption prior to maturity on _____ of the years _____ to _____, inclusive, and the Recovery Bonds maturing on _____, _____ are subject to mandatory redemption prior to maturity on _____ of the years _____ to _____, inclusive, in each case at par and accrued interest to the date fixed for redemption.	

[Redemption by lot] In the event of the redemption of less than all the Recovery Bonds of like maturity and interest rate, the aggregate principal amount thereof to be redeemed shall be \$ \_\_\_\_\_,000 or an integral multiple thereof, and the Bond Registrar shall assign to each Recovery Bond of such maturity and interest rate a distinctive number for each \$ \_\_\_\_\_ .000 principal amount of such Recovery Bond and shall select by lot from the numbers so assigned as many numbers as, at \$ \_\_\_\_\_ .000 for each number, shall equal the principal amount of such Recovery Bonds to be redeemed. The Recovery Bonds to be redeemed shall be the Recovery Bonds to which were

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assigned numbers so selected; provided that only so much of the principal amount of each Recovery Bond shall be redeemed as shall equal \$ \_\_\_\_\_ .000 for each number assigned to it and so selected.

[Redemption pro-rata] In the event of the redemption of less than all of the Recovery Bonds of like maturity and interest rate, the Recovery Bonds to be redeemed will be selected pro-rata in the manner determined pursuant to the Bond Ordinance.

Notice of any such redemption shall be sent by first class mail not less than 20 days nor more than 60 days prior to the date fixed for redemption to the Registered Owner of each Recovery Bond to be redeemed at the address shown on the registration books of the City maintained by the Bond Registrar or at such other address as is furnished in writing by such Registered Owner to the Bond Registrar; provided that the failure to mail any such notice or any defect therein as to any Recovery Bond shall not affect the validity of the proceedings for the redemption of any other Recovery Bond. When so called for redemption, this Recovery Bond shall cease to bear interest on the specified redemption date, provided that funds for redemption are on deposit at the place of payment at that time, and shall not be deemed to be outstanding.

This Recovery Bond is transferable by the Registered Owner hereof in person or by its attorney duly authorized in writing at the designated corporate trust office of the Bond Registrar in Chicago, Illinois, but only in the manner, subject to the limitations and upon payment of the charges provided in the Bond Ordinance, and upon surrender and cancellation of this Recovery Bond. Upon such transfer, a new Recovery Bond or Recovery Bonds of authorized denominations, of the same interest rate, series and maturity and for the same aggregate principal amount will be issued to the transferee in exchange therefor. The Bond Registrar shall not be required to transfer or exchange this Recovery Bond (A) after notice calling this Recovery Bond for redemption has been mailed, or (B) during a period of 15 days next preceding mailing of a notice of redemption of this

Recovery Bond.

The Recovery Bonds are issued in fully registered form in the denomination of \_\_\_\_\_,000 each or authorized integral multiples thereof. This Recovery Bond may be exchanged at the designated corporate trust office of the Bond Registrar for a like aggregate principal amount of Recovery Bonds of the same interest rate, series and maturity or other authorized denominations, upon the terms set forth in the Bond Ordinance.

The City and the Bond Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and redemption premium, if any, and for all other purposes and neither the City nor the Bond Registrar shall be affected by any notice to the contrary.

(Assignment)

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

(Name and Address of Assignee)

the within Recovery Bond and irrevocably constitutes and appoints

attorney to transfer the said Recovery Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated:

Signature guaranteed:

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

Section 3.12. General Obligations. Each Recovery Bond shall be a direct and general obligation of the City for the payment of which (as to principal, interest and redemption premium, if any. as appropriate) the City pledges its full faith and credit. Each Recovery Bond shall be payable (as to principal, interest and redemption premium, if any. as appropriate) from any moneys, revenues, receipts, income, assets or funds of the City legally available for such purpose, including but not limited to the proceeds of the Recovery Pledged taxes (as defined in Section 3.13 hereof), except as provided in Section 3.13 hereof. Repayment of one or more series of Recovery Bonds may be secured by repayments of loans funded by such Recovery Bonds, if determined by an Authorized Officer at the time of issuance of such Recovery Bonds to be in the best interests of the City. Each Authorized Officer is authorized to make such determinations.

**Section 3.13. Tax Levy.**

(a) For the purpose of providing the funds required to pay as the same become due (i) the principal of and interest and redemption premium, if any, on the Recovery Bonds, and (ii) to the extent determined by an Authorized Officer to be necessary or desirable, periodic fees and expenses payable to parties involved in the provision of ongoing services relating to the Recovery Bonds, such as rating agencies and entities providing financial market information to be used in connection with the structuring and sale of the Recovery Bonds (the "Ongoing Financing Services"), there is hereby

levied upon all of the taxable property within the City, in the years for which any of said Bonds are outstanding, a direct annual tax sufficient for that purpose, provided, however, that such levy shall not exceed \$75,000,000 in any single levy year. Such levy for a series of the Recovery Bonds shall be fully set forth in one or more Notifications of Sale delivered in connection with the issuance of such series of the Recovery Bonds; provided that collections of such levy for any year in an amount in excess of that necessary to make the payments described in clauses (i) and (ii), above (x) may be used for any lawful public purpose designated by the City Council or (y) may be reduced and abated by an Authorized Officer if such reduction is deemed desirable by an Authorized Officer in connection with the sale or sales of the Recovery Bonds, in each case as determined from time to time by an Authorized Officer as provided in Section 3.20 hereof; further provided, that an Authorized Officer may determine in connection with the sale of any series of Recovery GO Notes that the Recovery Pledged Taxes shall not be levied for the payment of principal of or interest on the portion of such Recovery GO Notes due within two years of the date of the issuance of such Notes.

■ (b) The tax levy made in this Section is not subject to the "Aggregate Levy" limitation contained in the Chicago Property Tax Limitation Ordinance contained in Chapter 3-92 of the Municipal Code (as defined in Section 9.1 hereof), and Section 3-92-020 of the Municipal Code is superseded to exclude the tax levy herein from the definition of "Aggregate Levy" contained therein.

(c) The term "Recovery Pledged Taxes" means the taxes hereinabove levied for collection for the purpose of providing the funds necessary to make the payments described in clauses (i) and (ii) of Section 3.13(a), and the term "Recovery Pledged Taxes" shall also include any amounts deposited into the hereinafter-defined Bond Fund or deposited with the Ad Valorem Tax Escrow Agent (as defined in Section 3.15 hereof) by an Authorized Officer for the purpose of paying principal of and interest on the Recovery Bonds and any accrued interest received and

deposited in the Bond Fund or the Ad Valorem Tax Escrow Account, if established pursuant to Section 3.15 hereof.

The City reserves the right to abate all or a portion of the Recovery Pledged Taxes required to be levied in any year if and to the extent on or before March 31 of the next succeeding calendar year (or such earlier date as may be required by law), the City has on hand amounts dedicated to the payments described in clause (i) of paragraph (a) of this Section 3.13 due during the one-year period commencing on January 2 of such succeeding calendar year. The City may, but shall not be required to, cause the levy or extension in any year of taxes for the payment of the costs of Ongoing Financing Services.

The City intends that, following the issuance of Recovery Bonds for Recovery Purposes under this Article 3, the taxes levied to pay such Recovery Bonds in paragraph (a) of this Section 3.13 are expected to be abated with other moneys, revenues, receipts, income, assets or funds of the City that are legally available for that purpose in accordance with the preceding paragraph.

Section 3.14. Continuing Appropriation. The City shall appropriate or otherwise provide amounts sufficient to pay principal of and interest on the Recovery Bonds for the years such amounts are due, and the City covenants to take timely action as required by law to carry out the provisions of this Section, but, if for any such year it fails to do so, this Ordinance shall constitute a continuing appropriation ordinance of such amounts without any further action on the part of the City Council.

Section 3.15. Bond Funds. Each Authorized Officer is authorized to establish one or more special

accounts, if determined to be necessary in connection with the sale of any of the Recovery Bonds, separate and segregated from all other funds and accounts of the City (each a "Bond Fund"), which shall be (i) held by an Authorized Officer, or (ii) maintained by a Recovery Bond Trustee pursuant to a Recovery Trust Indenture, or (iii) maintained with a bank or trust company to be designated by an Authorized Officer (each an "Ad Valorem Tax Escrow Account") pursuant to an escrow agreement (each an "Ad Valorem Tax Escrow Agreement"), between the City and the applicable Escrow Agent named therein (each an "Ad Valorem Tax Escrow Agent"), and each Authorized Officer is authorized to execute and deliver one or more Ad Valorem Tax Escrow Agreements in connection with the sale of the Recovery Bonds in such form as the officers so executing such agreement may deem appropriate in accordance with the provisions of this Ordinance.

Section 3.16. Direct Deposit of Taxes. In lieu of the proceeds of such taxes being deposited with the City Treasurer of the City (the "City Treasurer"), each Authorized Officer is authorized to direct the County Collectors (the "County Collectors") of The County of Cook, Illinois ("Cook County") and The County of DuPage, Illinois ("DuPage County") to deposit the proceeds of such taxes directly into the Bond Fund held pursuant to the applicable Recovery Trust Indenture or the applicable Ad Valorem Tax Escrow Account, if such Recovery Trust Indenture has been executed and delivered or such Ad Valorem Tax Escrow Account has been created.

Section 3.17. Legally Available Funds. If the Recovery Pledged Taxes to be applied to the payment of the Recovery Bonds are not available in time to make any payments of principal of or interest on the Recovery Bonds when due, then the Chief Financial Officer, or the Chief

Financial Officer's designee, are directed to make such payments from any other moneys, revenues, receipts, income, assets or funds of the City that are legally available for that purpose in advance of the collection of such Recovery Pledged Taxes, and when the proceeds thereof are received, such other funds shall be replenished, all to the end that the credit of the City may be preserved by the prompt payment of the principal of and interest on the Recovery Bonds as the same become due.

Section 3.18. Filing of Bond Ordinance and Recovery Notification of Sale with County Clerks. A copy of this Ordinance, duly certified by the City Clerk, and a copy of each Recovery Notification of Sale shall be filed in the respective offices of the County Clerks of Cook County and DuPage County (the "County Clerks"), and such filing of each Recovery Notification of Sale shall constitute the authority for and it shall be the duty of the County Clerks to extend the taxes levied pursuant to Section 3.13 hereof for collection in such years as shall be indicated in each such Recovery Notification of Sale, such taxes to be in addition to and in excess of all other taxes heretofore or hereafter authorized to be levied by the City on its behalf.

Section 3.19. Additional Filings of Bond Ordinance. A copy of this Ordinance, duly certified by the City Clerk, shall also be filed with each applicable Recovery Bond Trustee, each applicable Ad Valorem Tax Escrow Agent, if any, each applicable Recovery Bond Registrar, and if the County Collectors are authorized to deposit the proceeds of the taxes levied pursuant to Section 3.16 hereof directly with a Recovery Bond Trustee or an Ad Valorem Tax Escrow Agent pursuant to Section 3.16 hereof, with such County Collectors.

### **Section 3.20. Bond Sales.**

a) Each Authorized Officer is authorized to sell all or any portion of the Recovery Bonds from time to time (i) to or at the direction of an underwriter or group of underwriters to be selected by such Authorized Officer (the

"Recovery Underwriters"), or (ii) to a Recovery Direct Purchaser (the Recovery Underwriters and Recovery Direct Purchasers being collectively referred to herein as the "Recovery Purchasers"), with the concurrence of the Chairman of the Finance Committee or, if unavailable or absent, the Vice Chairman of the Finance Committee, on such terms as such Authorized Officer may deem to be in the best interests of the City within the limitations set forth in this Article 3.

b) The principal amount of and the interest on the Recovery Bonds sold of each series and maturity in the aggregate (after taking into account (i) interest on the Recovery Bonds of such series to be paid from proceeds of such series and (ii) mandatory redemptions) shall not exceed the amount levied therefor as specified in Section 3.13 hereof. The Recovery Bonds may be sold from time to time as an Authorized Officer shall determine that the proceeds of such sales are needed.

c) Either Authorized Officer is authorized and directed to (i) refinance any Recovery Line of Credit Indebtedness relating to interim financing of Recovery Purposes by application of the proceeds of sale of the Recovery Bonds and (ii) determine the amount of proceeds of the Recovery Bonds, if any, to be applied to such refinancing of Recovery Line of Credit Indebtedness.

(cl) The Mayor or an Authorized Officer is authorized to execute and deliver a contract of purchase with respect to each sale of the Recovery Bonds to, or at the direction of, the Recovery Purchasers, in substantially the form previously used for similar general obligation bonds of the City (the "Recovery Contract of Purchase"), with appropriate revisions to reflect the terms and provisions of the Recovery Bonds and such other revisions in text as the Mayor or an Authorized Officer shall determine are necessary or desirable in connection with the sale of the Recovery Bonds, including, if applicable, customary provisions relating to the sale of all or a portion of the Recovery Bonds on a forward delivery basis if the Mayor or such Authorized Officer finds and determines that a forward delivery of such Recovery Bonds is in the best interest of the City. Recovery Bonds sold pursuant to a Recovery Contract of Purchase shall be sold at a price of not less than 85 percent of the principal amount of the Recovery Bonds being sold. The compensation paid to the Recovery Purchasers in connection with any sale of Recovery Bonds, including any origination fee charged by a Recovery Direct Purchaser, shall not exceed five percent of the principal amount of the Recovery Bonds being sold. Nothing contained in this Ordinance shall limit the sale of the Recovery Bonds or any maturity or maturities thereof at a price or prices in excess of the principal amount thereof.

e) The Recovery Bonds may be sold as Recovery Direct Purchase Bonds in a manner and containing such terms authorized by an Authorized Officer, including pursuant to a placement agent arrangement, to a purchaser or purchasers other than the Recovery Underwriters (collectively, the "Recovery Direct Purchasers"), such Recovery Direct Purchasers to be selected by an Authorized Officer and such sale being permitted at a price of not less than 85 percent of the principal amount of the Recovery Direct Purchase Bonds being sold. The Mayor or an Authorized Officer is authorized to do all such things and to execute and deliver such additional documents, agreements and certificates as shall be necessary in connection with the sale of Recovery Direct Purchase Bonds.

f) In connection with any sale of the Recovery Bonds, an Authorized Officer is authorized to obtain one or more policies of bond insurance from recognized bond insurers selected by an Authorized Officer, if such Authorized Officer determines such bond insurance to be desirable in connection with such sale of the Recovery Bonds. Hither Authorized Officer may, on behalf of the City, make covenants with such bond insurer

that are not inconsistent with the provisions of this Article 3 and are necessary to carry out the purposes of this Article 3.

g) Following the final sale of Recovery Bonds of all series under this Article 3, the final Recovery Notification of Sale to the City Council described in paragraph (i) of this Section 3.20 shall notify the City Council of the total of all taxes levied in each year pursuant to paragraph (a) of Section 3.13 hereof for all Recovery Bonds issued pursuant to this Article 3.

h) The preparation, use and distribution of a preliminary official statement, an official statement, a private placement memorandum, or any other disclosure document relating to each sale and issuance of any series of the Recovery Bonds are ratified and approved. The Mayor and each Authorized Officer are each authorized to execute and deliver an official statement or other disclosure document relating to each sale and issuance of such series of the Recovery Bonds on behalf of the City. The preliminary official statement, official statement, private placement memorandum, and other disclosure documents herein authorized shall contain the terms and provisions of and security for the Recovery Bonds, the manner in which the Recovery Bonds shall

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be sold, the use of proceeds of the Recovery Bonds, financial information for the City, and such other information as the Mayor or an Authorized Officer determines to be advisable under the circumstances.

- (i) In connection with the sale of any series of Recovery Bonds, an Authorized Officer shall file in the office of the City Clerk and, for any series of Recovery GO Bonds or series of Recovery GO Notes for which the Recovery Pledged Taxes will be levied, the County Clerks, a Recovery Notification of Sale directed to the City Council setting forth (i) the series designation, the aggregate principal amount and authorized denominations of, maturity schedule and redemption provisions for such Recovery Bonds sold, (ii) the principal amounts and interest rates on such Recovery Bonds sold, (iii) information regarding the specific Recovery Line of Credit Indebtedness or any portion thereof to be refinanced with proceeds of Recovery Bonds, (iv) the identity of the insurer or insurers issuing the bond insurance policy or policies, if any, referred to in paragraph (t) of this Section 3.20, (v) the identity of the Recovery Bond Trustees selected for such Recovery Bonds, (vi) the identity of the applicable Recovery Bond Registrar, if any, selected by an Authorized Officer for such Recovery Bonds, (vii) the compensation paid to the Recovery Underwriters in connection with such sale, (viii) any origination fee or other fee required by a Recovery Direct Purchaser, (ix) the amount of property taxes levied pursuant to Section 3.13 with respect to the Recovery Bonds for each year during which the Recovery Bonds are outstanding, (x) with respect to any Recovery GO Notes issued hereunder, the portion of such Recovery GO Notes for which the Recovery Pledged Taxes will not be levied, (xi) with respect to any Recovery Bonds, whether repayment of such Recovery Bonds is secured by repayments of loans made from proceeds of such Recovery Bonds, and (xii) any other matter authorized by this Article 3 to be determined by an Authorized Officer at the time of the sale of the Recovery Bonds of each series.

(j) In connection with any sale of the Recovery Bonds, an Authorized Officer is authorized to execute and deliver one or more Continuing Disclosure Undertakings, in a form approved by the Corporation Counsel of the City. Upon its execution and delivery on behalf of the City as herein provided, each Continuing Disclosure Undertaking will be binding on the City, and the officers, employees and agents of the City are authorized to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of each Continuing Disclosure Undertaking as executed. Each Authorized Officer is further authorized to amend each Continuing Disclosure Undertaking in accordance with its

respective terms from time to time following its execution and delivery as that Authorized Officer shall deem necessary. In addition, an Authorized Officer is authorized to make all future filings with the Electronic Municipal Market Access system operated by the Municipal Securities Rulemaking Board or such other municipal securities information repository as shall be designated by the SEC, all in accordance with the provisions of Rule 15c2-12(b)(5). Notwithstanding any other provision of this Article 3, the sole remedies for any failure by the City to comply with any Continuing Disclosure Undertaking shall be the ability of the beneficial owner of any applicable Recovery Bond to seek mandamus or specific performance by court order to cause the City to comply with its obligations under such Continuing Disclosure Undertaking.

(k) The Recovery Bonds shall be duly prepared and executed in the form and manner provided herein and delivered to the purchasers in accordance with the applicable terms of sale.

(1) The Mayor, each Authorized Officer, the City Treasurer and the City Clerk are each authorized to execute and deliver such other documents and agreements (including such contracts for goods, work and/or services, such intergovernmental agreements, such loan agreements or such grant agreements with individuals, not-for-profit organizations, educational or cultural institutions or for-profit organizations or to assist the United States of America, the State or other municipal corporations, units of local government, political subdivisions or school districts in the State, including any operating division thereof, receiving proceeds of the Recovery Bonds as an Authorized Officer shall deem necessary and appropriate) and perform such other acts prior to or following the issuance of the Recovery Bonds as may be necessary or desirable in connection with the issuance of the Recovery Bonds and any transactions contemplated herein related to the application of the proceeds of the Recovery Bonds or collections or application of taxes levied for the payment of the Recovery Bonds or other purposes hereunder, but subject to any limitations on or restrictions of such power or authority as herein set forth. Any such actions heretofore taken by the Mayor, an Authorized Officer, the City Treasurer or the City Clerk in accordance with the provisions hereof are ratified and approved. With respect to each grant or loan of Recovery Bond proceeds or contract for goods, work and/or services paid from Recovery Bond proceeds, each Authorized Officer is authorized to designate in writing, with the written concurrence of the Budget Director of the City (the "Budget Director"), (i) one or more City departments or agencies to administer such grant or loan of Recovery Bond proceeds or contract for goods, work and/or services paid from Recovery Bond proceeds, and (ii) the head of the City department or agency who shall be authorized to execute a grant or loan agreement or contract for goods, work and/or services paid from Recovery Bond proceeds and such other documents, agreements or instruments as shall be deemed necessary or desirable by such City department or agency head. Upon any such written designation by an Authorized Officer with respect to a grant or loan of Recovery Bond proceeds or contracts for goods, work and/or services paid from Recovery Bond proceeds, such City department or agency shall be authorized to administer such grant or loan of Recovery Bond proceeds or contract for goods, work and/or services paid from Recovery Bond proceeds, and the head of such City department or agency shall be authorized to execute a grant agreement, loan agreement or contract for goods, work and/or services, as applicable, and such other documents, agreements or instruments as such official shall deem necessary or desirable. Each loan of Recovery Bond proceeds shall bear interest at a rate or rates not exceeding 15 percent per annum, shall have repayment terms not exceeding 40 years and shall have such other terms and conditions as the City official executing such loan agreement shall deem to be in the best interests of the City. With respect to each loan of Recovery Bond proceeds and each contract for goods, work and/or services paid from Recovery Bond proceeds, the City official executing such loan agreement or contract, as applicable is authorized to (i) select the borrower or the contractor and (ii) determine such other terms and

conditions (except as otherwise provided hereinabove) in the loan agreement or the contract, as applicable, as the City official executing such loan agreement or contract, as applicable, shall deem to be in the best interests of the City, including requirements with respect to security for repayments of such loan.

### **Section 3.21. Application of Bond Sale Proceeds.**

(a) The proceeds from the sale of any series of the Recovery Bonds shall be used as follows:

1) The sum representing the accrued interest received, if any, shall be used to pay the first interest becoming due on the Recovery Bonds sold, and to that end, shall be deposited in the applicable Bond Fund, if established.

2) From the sale proceeds derived from any such sale of a series of the Recovery Bonds, (i) such sum as may be determined by an Authorized Officer to be necessary to pay not more than three years of interest on the Recovery Bonds may be used to pay such interest, and to that end, may be deposited in the applicable Bond Fund established for such Recovery Bonds; (ii) the sum determined by an Authorized Officer to be necessary to pay the costs of the Recovery Purposes shall be set aside, held and invested at the direction of an Authorized Officer, as separate funds of the City pending such payment, and (iii) the sum determined to be necessary by an Authorized Officer to reimburse the Corporate Fund for amounts paid therefrom to fund costs of the Recovery Purposes in accordance with Section 3.27 hereof.

b) From the sale proceeds of a series of the Recovery Bonds not applied as provided in paragraph (a) of this Section 3.21, the amount deemed necessary by an Authorized Officer shall be applied to the payment of the costs of issuance of such Recovery Bonds, including the premium or fee for bond insurance, if any, and any unexpended portion of the sale proceeds shall be either (i) deposited into the Bond Fund for such series of the Recovery Bonds or (ii) with respect to any Recovery Bonds issued to pay the costs of Recovery Purposes, be paid to the City and deposited by the City into such funds or accounts as necessary to effectuate the Recovery Purposes for which such Recovery Bonds were issued.

c) The costs of the Recovery Purposes may be paid directly by the City or may be financed by the making of grants, contracts or loans for the implementation of the Recovery Purposes as described in Section 3.20(1) hereof.

d) Notwithstanding any provision of the Municipal Code, investments acquired with proceeds of the Recovery Bonds or investment income thereon may include but are not limited to agreements entered into between the City and providers of securities under which agreements such providers agree to purchase from or sell to the City specified securities on specific dates at predetermined prices, all as established at the time of execution of any such agreement and as set forth in such agreement, and guaranteed investment contracts, forward purchase agreements and other similar investment vehicles. Such guaranteed investment contracts, forward purchase agreements and other similar investment vehicles may, to the extent permitted by operative authorizing documents and by applicable law, be assigned or transferred from one bond transaction to another or apply to the proceeds of more than one bond transaction on a commingled or non-commingled basis, as determined by an Authorized Officer. The Mayor or an Authorized Officer is authorized to enter into any amendments to or restatements of existing documents or to execute new documents, to consent to actions being taken by others or to obtain the consent of other parties, as may be necessary or desirable in this respect.



Investment income derived from Recovery Bond proceeds may be (w) expended for the same purposes for which Recovery Bond proceeds may be expended, (x) used for the payment or prepayment of City debt obligations, (y) deposited in the Corporate Fund or (z) rebated to the United States of America as provided in Section 3.22 hereof, all as determined by an Authorized Officer or the Budget Director. Any commingled investment income from guaranteed investment contracts, forward purchase agreements and other similar

investment vehicles shall be apportioned among bond transactions as determined by an Authorized Officer or as otherwise required by operative authorizing documents and applicable law.

Section 3.22. Tax Covenants. The City covenants that it will take no action in the investment of the proceeds of Tax-Exempt Recovery Bonds which would result in making the interest payable on any of such Tax-Exempt Recovery Bonds subject to federal income taxes by reason of such Tax-Exempt Recovery Bonds being classified as "arbitrage bonds" within the meaning of Section 148 of the Code. The City further covenants that it will act with respect to the proceeds of Tax-Exempt Recovery Bonds, the earnings on the proceeds of such Tax-Exempt Recovery Bonds and any other moneys on deposit in any fund or account maintained in respect of such Tax-Exempt Recovery Bonds, including, if necessary, a rebate of such earnings to the United States of America, in a manner which would cause the interest on such Tax-Exempt Recovery Bonds to continue to be exempt from federal income taxation under Section 103(a) of the Code. Each Authorized Officer is authorized to execute such certifications, tax returns, covenants and agreements as shall be necessary, in the opinion of nationally recognized bond counsel, or in the best interest of the City, as determined by an Authorized Officer, to evidence the City's compliance with the covenants contained in this Section.

Section 3.23. Proxies. The Mayor and each Authorized Officer may each designate another to act as their respective proxy and, as applicable, to affix their respective signatures to the Recovery Bonds whether in temporary or definitive form, and any other instrument, certificate or document required to be signed by the Mayor or an Authorized Officer pursuant to this Article 3 and any instrument, certificate or document required thereby and by any Recovery Trust Indenture. In such case, each shall send to the City Council written notice of the person so designated by each, such notice stating the name of the person so selected and identifying the instruments, certificates and documents which such person shall be authorized to sign as proxy for the Mayor and each Authorized Officer, respectively. A written signature of the Mayor or of an Authorized Officer, respectively, executed by the person so designated underneath, shall be attached to each notice. Each notice, with the signatures attached, shall be recorded in the Journal for such date and filed in the office of the City Clerk. When the signature of the Mayor is placed on an instrument, certificate or document at the direction of the Mayor in the specified manner, the same, in all respects, shall be as binding on the City as if signed by the Mayor in person. When the signature of an Authorized Officer is so affixed to an instrument, certificate or document at the direction of such Authorized Officer, the same, in all respects, shall be as binding on the City as if signed by such Authorized Officer in person.

Section 3.24. Recovery Bond Registrar Agreements. If requested by a Recovery Bond Registrar, the Mayor, each Authorized Officer and the City Clerk are each authorized to execute the standard form of agreement between the City and such Recovery Bond Registrar with respect to the obligations and duties thereof.

### **Section 3.25. Defeasance and Provision for Payment.**

(a) If payment or provision for payment is made, to or for the registered owners of all or a portion of the Recovery Bonds, and the principal of and interest due and to become due on any Recovery Bond at the times and in the manner stipulated therein, and there is paid or caused to be paid to the applicable Recovery Bond Registrar or Recovery

Bond Trustee, the applicable

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Ad Valorem Tax Escrow Agent as provided in Section 3.15 hereof, or such bank or trust company as shall be designated by an Authorized Officer (such bank or trust company hereinafter referred to as a "Recovery Defeasance Escrow Agent"), all sums of money due and to become due according to the provisions of this Article 3. then these presents and the estate and rights granted by this Article 3 shall cease, terminate and be void as to those Recovery Bonds or portions thereof except for purposes of registration, transfer and exchange of Recovery Bonds and any such payment from such moneys or obligations. Any Recovery Bond shall be deemed to be paid within the meaning of this Section when payment of the principal of any such Recovery Bond, plus interest thereon to the due date thereof (whether such due date be by reason of maturity or upon redemption as provided in this Article 3 or otherwise), either (a) shall have been made or caused to have been made in accordance with the terms thereof, or (b) shall have been provided for by irrevocably depositing with the applicable Recovery Bond Registrar or Recovery Bond Trustee, the applicable Ad Valorem Tax Escrow Agent as provided in Section 3.15 hereof, or a Recovery Defeasance Escrow Agent, in trust and exclusively for such payment, (1) moneys sufficient to make such payment, or (2)(A) direct obligations of the United States of America; (B) obligations of agencies of the United States of America, the timely payment of principal of and interest on which are guaranteed by the United States of America; (C) obligations of the following agencies: Federal Home Loan Mortgage Corp. (FHLMC) debt obligations, Farm Credit System (formerly: Federal Land Banks, Federal Intermediate Credit Banks, and Banks for Cooperatives) debt obligations, Federal Home Loan Banks (FHL Banks) debt obligations, Fannie Mae debt obligations, Financing Corp. (FICO) debt obligations, Resolution Funding Corp. (REFCORP) debt obligations, and U.S. Agency for International Development (U.S. A.I.D.) Guaranteed notes; (D) pre-refunded municipal obligations defined as follows: any bonds or other obligations of any state of the United States of America or of any agency, instrumentality or local governmental unit of any such state, excluding the City, which are not callable at the option of the obligor prior to maturity or as to which irrevocable instructions have been given by the obligor to call on the date specified in the notice; or (E) instruments evidencing an ownership interest in obligations described in the preceding clauses (A), (B) and (C), or (3) a combination of the investments described in clauses (1) and (2) above, such amounts so deposited being available or maturing as to principal and interest in such amounts and at such times, without consideration of any reinvestment thereof, as will insure the availability of sufficient moneys to make such payment (all as confirmed by a nationally recognized firm of independent public accountants). At such times as a Recovery Bond shall be deemed to be paid hereunder, as aforesaid, it shall no longer be secured by or entitled to the benefits of this Article 3, except for the purposes of registration, transfer and exchange of Recovery Bonds and any such payment from such moneys or obligations. The defeasance of Recovery Bonds under this Article 3 shall also be subject to any additional terms and conditions in the applicable Recovery Trust Indenture, if any.

(b) No such deposit under this Section shall be made or accepted hereunder and no use made of any such deposit unless, in the case of Tax-Exempt Recovery Bonds, the applicable Recovery Bond Registrar or Recovery Bond Trustee, the applicable Ad Valorem Tax Escrow Agent, or the applicable Recovery Defeasance Escrow Agent, as the case may be, shall have received an opinion of nationally recognized bond counsel to the effect that such deposit and use would not cause any of such Tax-Exempt Recovery Bonds to be treated as "arbitrage bonds" within the meaning of Section 148 of the Code or any successor provision thereto.

(c) Nothing in this Article 3 shall prohibit a defeasance deposit of escrow securities as provided in this Section from being subject to a subsequent sale of such escrow securities and reinvestment of all or a portion of the proceeds of that sale in escrow securities which, together with money to remain so held in trust, shall be sufficient to provide for payment of principal, redemption premium, if any, and interest on any of the defeased Recovery Bonds, as appropriate. Amounts held by the applicable Recovery Bond Registrar or Recovery Bond Trustee, the applicable Ad Valorem Tax Escrow Agent, or any Recovery Defeasance Escrow Agent, in excess of the amounts needed so to provide for payment of the defeased Recovery Bonds, may be subject to withdrawal by the City. The Mayor or an Authorized Officer is authorized to execute and deliver from time to time one or more agreements (and amendments thereto) with counterparties selected by an Authorized Officer, with respect to the investment and use of such excess amounts held by the applicable Recovery Bond Registrar or Recovery Bond Trustee, the applicable Ad Valorem Tax Escrow Agent, or a Recovery Defeasance Escrow Agent.

Section 3.26. Negotiation of Recovery Direct Purchase Bond Terms. With respect to the Recovery Direct Purchase Bonds, an Authorized Officer is authorized to negotiate the terms and provisions of such Recovery Direct Purchase Bonds in addition to or as an alternative to the terms and provisions of the Recovery Trust Indenture securing the applicable series of Recovery Bonds. In addition, an Authorized Officer is hereby authorized to provide such certifications on behalf of the City as may be required by a Recovery Direct Purchaser.

Section 3.27. Appropriation of Funds. Notwithstanding any ordinance to the contrary, funds in the City's Corporate Fund may be used for the purpose of paying the costs of the Recovery Purposes. The City shall reimburse the Corporate Fund for any amounts so used to pay the costs of the Recovery Purposes from the proceeds of the Recovery Bonds upon the issuance thereof.

Section 3.28 Public Approval. The Mayor is hereby authorized and directed to cause the publication of notices for and the holding of any public hearings, as and to the extent required under Section 147(f) of the Code in connection with the proposed issuance of any series of Recovery Bonds to be issued and subject to Section 147(f) of the Code. The City Council hereby directs that no such series of Recovery Bonds shall be issued unless and until the requirements of said Section 147(f), if applicable, including particularly the approval requirement following such public hearing, have been fully satisfied and that no contract, agreement or commitment to issue any such series of Recovery Bonds shall be executed or undertaken prior to satisfaction of the requirements of said Section 147(1), if applicable, unless the performance of said contract, agreement or commitment is expressly conditioned upon the prior satisfaction of such requirements. The Mayor is hereby authorized, following the holding of such public hearing, to provide the public approval of any such series of Recovery Bonds for purposes of Section 147(f) of the Code.

Section 3.29 Volume Cap. The Recovery Bonds, as applicable, are obligations taken into account under Section 146 of the Code in the allocation of the City's volume cap.

## **AUTHORIZATION FOR AMENDMENT TO ORIGINAL WATER REVENUE BOND ORDINANCE**

Section 4.1. Defined Terms in this Article. Capitalized terms used in this Article 4 and not otherwise defined herein or in the preambles hereto shall have the meanings given to such terms in the Original Water Revenue Bond Ordinance.

Section 4.2. Amendment to Section 1.02(k) of Part A of the Original Water Revenue Bond Ordinance. Section 1.02(k) of Part A of the Original Water Revenue Bond Ordinance is hereby amended and restated in its entirety to read as follows:

(k) The City proposes to issue and sell the Series 2018-1 Second Lien Bonds for one or more of the purposes described in subsection (h) above in the manner authorized in this Ordinance in an aggregate principal amount not to exceed \$700,000,000 plus an amount equal to the amount of any original issue discount used in marketing the Series 2018-1 Second Lien Bonds, as determined by the Chief Financial Officer in accordance with the terms of this Ordinance. The limit on the authorized amount of Series 2018-1 Second Lien Bonds under this Ordinance shall be exclusive of any premium received upon the issuance of the Series 2018-1 Second Lien Bonds.

Section 4.3. Amendment to Section 2.01 of Part B of the Original Water Revenue Bond Ordinance. Section 2.01 of Part B of the Original Water Revenue Bond Ordinance is hereby amended and restated in its entirety to read as follows:

The City is authorized to borrow money for the purposes specified in Section 2.02 of this Part B and in evidence of its obligation to repay the borrowing is authorized to issue at one or more times the Series 2018-1 Second Lien Bonds in one or more separate series (provided that the total principal amount of any Series 2018-1 Second Lien Bonds shall not exceed \$700,000,000, plus an amount equal to the amount of any original issue discount (not to exceed 15 percent of the aggregate principal amount of such series of Series 2018-1 Second Lien Bonds) used in the marketing of such Series 2018-1 Second Lien Bonds). The Series 2018-1 Second Lien Bonds shall be issued pursuant to the Second Lien Bonds Master Indenture, the Twelfth Supplemental Indenture and one or more additional Supplemental Indentures, if any. The Series 2018-1 Second Lien Bonds shall be designated "Second Lien Water Revenue Project and Refunding Bonds, Series 2018-1" or "Second I Ten Water Revenue Project and Refunding Bonds, Series 2018-1 (Taxable)" provided that (a) if the Bonds are issued after calendar year 2018, their designation shall reflect the year of issuance; (b) if the Chief Financial Officer determines that a different designation that clearly indicates the year in which the Bonds are issued will assist in the sale of the Bonds, such designation is permitted; or (c) if such Bonds shall be issued to pay Project Costs and not to refund Second Lien Bonds, or to refund Second Lien Bonds and not to pay Project Costs, the designation of such Bonds shall be adjusted accordingly; and in each case, the resulting designation shall be reflected in the Second Lien Bond Determination Certificate. If the Series 2018-1 Second Lien Bonds are issued in more than one series, each series shall be appropriately designated to indicate the

order of its issuance. The Series 2018-1 Second Lien Bonds shall be limited obligations of the City having a claim for payment of principal, redemption premium and interest solely from amounts in the Series 2018-1 Second Lien

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Bonds Subaccount of the Second Lien Bonds Account, the sources pledged under the Second Lien Bonds Master Indenture and the Twelfth Supplemental Indenture and from amounts on deposit in the Construction Account: 2018-1 Second Lien Bonds, and, together with any Outstanding and Second Lien Parity Bonds, from Second Lien Bond Revenues. The Series 2018-1 Second Lien Bonds shall not constitute an indebtedness of the City within the meaning of any constitutional or statutory provisions or limitation as to indebtedness and shall have no claim to be paid from taxes of the City. Each Series 2018-1 Second Lien Bond shall contain a statement to that effect. A lien on and security interest in Second Lien Bond Revenues is granted to the Registered Owners of the Second Lien Bonds Outstanding from time to time, and a lien on amounts in the Construction Account: 2018-1 Second Lien Bonds is granted to the Owners of the Series 2018-1 Second Lien Bonds Outstanding from time to time, subject to amounts in those Accounts being deposited, credited and expended as provided in this Ordinance.

Section 4.4. Amendment to Section 2.03(c) of Part B of the Original Water Revenue Bond Ordinance. Section 2.03(c) of Part B of the Original Water Revenue Bond Ordinance is hereby amended and restated to read as follows:

(c) The Series 2018-1 Second Lien Bonds shall mature not later than November 1, 2062, and shall bear interest from their date, or from the most recent date to which interest has been paid or duly provided for, until the City's obligation with respect to the payment of the principal amount of such Series 2018-1 Second Lien Bonds shall be discharged, payable as provided in the Twelfth Supplemental Indenture and each other Supplemental Indenture at a rate or rates not in excess of 10 percent per year computed on the basis of a 360-day year consisting of twelve 30-day months. Each series of Series 2018-1 Second Lien Bonds may be subject to mandatory and optional redemption and demand purchase or mandatory purchase provisions prior to maturity, upon the terms and conditions set forth in the Twelfth Supplemental Indenture and each other Supplemental Indenture. Each series of Series 2018-1 Second Lien Bonds may have a Debt Service Reserve Requirement which can be fulfilled by a deposit of money into a Debt Service Reserve Account or the purchase of a Qualified Reserve Account Credit Instrument, as authorized by the Twelfth Supplemental Indenture or another Supplemental Indenture.

Section 4.5. Amendment to Section 2.04(a) of Part B of the Original Water Revenue Bond Ordinance. Section 2.04(a) of Part B of the Original Water Revenue Bond Ordinance is hereby amended and restated to read as follows

(a) The Chief Financial Officer is authorized to execute on behalf of the City, with the concurrence of the Chairman of the Committee on Finance of the City Council (or, in the event of the absence or unavailability of the Chairman for any reason, with the concurrence of the Vice Chairman of the Committee on Finance), a Second Lien Bond Purchase Agreement for the sale by the City to the Second Lien Bond Initial Purchasers of the Series 2018-1 Second Lien Bonds of a series pursuant to a negotiated sale on such terms as the Chief Financial Officer may deem to be in the best interests of the City as provided in this Ordinance. Such terms include, without limitation, (i) the aggregate principal amount of the Series 2018-1 Second Lien Bonds of such series, (ii) the amount of any original issue discount, (iii) the principal amount of the Series 2018-1 Second Lien Bonds of such series maturing in each year. (iv) whether any of the Series 2018-1

Second Lien Bonds are being issued and sold as Taxable Bonds, (v) the issuance of the Series 2018-1 Second Lien Bonds of such series as serial bonds, non-callable term bonds, term bonds subject to mandatory sinking fund redemption or any combination of serial bonds, non-callable term bonds, or term bonds subject to mandatory sinking fund redemption, (vi) whether any Series 2018-1 Second Lien Bonds will be issued as Capital Appreciation Series 2018-1 Second Lien Bonds, (vii) whether any Capital Appreciation Series 2018-1 Second Lien Bonds will also bear current interest, (viii) the numbering of the Series 2018-1 Second Lien Bonds, (ix) the interest rate or rates or interest rate determination methods for the Series 2018-1 Second Lien Bonds of such series, (x) the method by which and rate at which the Compound Accreted Value of Capital Appreciation Series 2018-1 Second Lien Bonds shall be established, (xi) whether the Debt Service Reserve Requirement for the Series 2018-1 Second Lien Bonds of such series (if such requirement is required to be met upon initial issuance of such Series 2018-1 Second Lien Bonds) will be met by a Qualified Reserve Account Credit Instrument or by cash from proceeds of the Series 2018-1 Second Lien Bonds and (xii) the first interest payment and compounding dates, the purposes for which the Series 2018-1 Second Lien Bonds of such series are being issued pursuant to the authorization granted in Section 2.02 of this Part B, and the prices and other terms upon which the Series 2018-1 Second Lien Bonds are subject to redemption, all as provided in and subject to the authorizations and limitations expressed in this Article II including the limitations set forth in Section 2.03(c) of this Part B. The purchase price shall not be less than 85 percent of the principal amount of the Series 2018-1 Second Lien Bonds of a series plus accrued interest on the Series 2018-1 Second Lien Bonds of such series from their date to the date of their delivery, plus accrued interest on such Series 2018-1 Second Lien Bonds from their date to the date of their delivery, less any original issue discount (subject to the limitations in Section 2.01 of this Part B) and the compensation paid to the Second Lien Bond Initial Purchasers in connection with any sale of such series of Series 2018-1 Second Lien Bonds shall not exceed five percent of the principal amount of such series of Series 2018-1 Second Lien Bonds being sold. Nothing contained in this Ordinance shall limit the sale of the Series 2018-1 Second Lien Bonds or any maturity or maturities thereof at a price or prices in excess of the principal amount thereof. The Second Lien Bond Purchase Agreement shall be in substantially the form previously used for similar financings of the City with appropriate revisions to reflect the terms and provisions of the Series 2018-1 Second Lien Bonds of each series and such other revisions in text as the Chief Financial Officer shall determine are desirable or necessary in connection with the sale of the Series 2018-1 Second Lien Bonds of such series. The Chief Financial Officer shall determine the principal amount of the Series 2018-1 Second Lien Bonds of such series necessary to be issued for the purposes for which they are to be issued within the maximum amount specified in this Ordinance. The Chief Financial Officer may in the related Second Lien Bond Determination Certificate provide for such changes to the terms of the Series 2018-1 Second Lien Bonds of such series, the form of the Series 2018-1 Second Lien Bonds of such series and the various bond covenants from those provided in this Ordinance and the Second Lien Bonds Master Indenture as he or she shall determine but which shall result in the Series 2018-1 Second Lien Bonds of such series having substantially the terms and being in substantially the form provided in the Second Lien Bonds Master Indenture and the Twelfth Supplemental Indenture. Nothing in this Section 2.04 shall limit or restrict the ability of the City to sell the Series 2018-1 Second Lien Bonds by one or more private placements. The refunding of Refunded Bonds by Refunding Bonds may be effectuated by a tender offer for Refunded Bonds or by an exchange of Refunded Bonds for Refunding Bonds.

Section 4.6. Amendments to Twelfth Supplemental Indenture. All references in the form of Twelfth Supplemental Indenture attached to the Original Water Revenue Bond Ordinance as Exhibit A to "\$500,000,000" or "November 1, 2058" are deemed to read "\$700,000,000" and "November 1, 2062," respectively.

Section 4.7. Original Water Revenue Bond Ordinance Remains in Full Force and Effect, as Amended. Except as amended by this Article 4, the Original Water Revenue Bond Ordinance shall remain in full force and effect.

### **ARTICLE 5 - AUTHORIZATION FOR AMENDMENT TO 2018 WASTEWATER REVENUE BOND ORDINANCE**

Section 5.1. Defined Terms in this Article. Capitalized terms used in this Article 5 and not otherwise defined herein or in the preambles hereto shall have the meanings given to such terms in the 2018 Wastewater Revenue Bond Ordinance.

Section 5.2. Increase in Authorized 2018 Obligations. The amount of 2018 Obligations authorized by the 2018 Wastewater Revenue Bond Ordinance is increased with respect to the 2018 Bonds to not to exceed \$500,000,000 and with respect to the 2018 Subordinate Lien Obligations, to not to exceed \$300,000,000.

Section 5.3. Amendment to Section 1.2(d) of the 2018 Wastewater Revenue Bond Ordinance. Section 1.2(d) of the 2018 Wastewater Revenue Bond Ordinance is amended by inserting the underlined text as follows:

(d) The City has determined to authorize the issuance of its Second Lien Wastewater Transmission Revenue Bonds, Project and Refunding Series 2018 (the "2018 Bonds"), subject to the authorization limits specified in this Ordinance, for one or more of the purposes of (i) paying Project Costs, (ii) refunding in advance of maturity such portion of the Outstanding Bonds as shall be determined by the Authorized Officer ("Refunding Purposes"), (iii) funding capitalized interest on the 2018 Bonds, (iv) paying Costs of issuance of the 2018 Bonds, (v) making a deposit in the Debt Service Reserve Account established by the 2018 Bonds Indenture, and (vi) providing for any discount on the 2018 Bonds. The refunding effectuated by the issuance of 2018 Bonds for Refunding Purposes may be accomplished through a tender offer for any of the Outstanding Bonds or through an exchange of 2018 Bonds for any of the Outstanding Bonds.

Section 5.4. Amendment to Section 3.3(d) of the 2018 Wastewater Revenue Bond Ordinance. Section 3.3(d) of the 2018 Wastewater Revenue Bond Ordinance is amended and restated to read in full as follows:

(c) The 2018 Bonds shall mature not later than January 1, 2062, and shall bear interest until the City's obligation with respect to the payment of the principal amount thereof shall be discharged, payable as provided in the 2018 Bonds Indenture at a rate or rates not in excess of 10 percent per annum. Each series of 2018 Bonds may be subject to mandatory and optional redemption prior to maturity and may be subject to demand purchase or mandatory purchase provisions, upon the terms and conditions set forth in the 2018 Bonds Indenture. At the time of sale of a series of the 2018 Bonds, the Authorized Officer is authorized to determine the manner

of redeeming such 2018 Bonds, either pro rata and/or by lot, if less than all of such 2018 Bonds of a single maturity and the same interest rate are to be redeemed.

Section 5.5. Amendment to Section 3.5(a) of the 2018 Wastewater Revenue Bond Ordinance. Section 3.5(a) of the 2018 Wastewater Revenue Bond Ordinance is amended by inserting the underlined text as follows:

(a) The Authorized Officer is authorized to execute on behalf of the City, with the concurrence of the Chairman of the Committee on Finance of the City Council (or, in the event of the absence or unavailability of the Chairman for any reason, with the concurrence of the Vice Chairman of the Committee on Finance), one or more Bond Purchase Agreements for the sale by the City of the 2018 Bonds to the Initial Purchasers selected by the Authorized Officer pursuant to a negotiated sale on such terms as the Authorized Officer may deem to be in the best interests of the City, as provided in this Ordinance. Such terms include, without limitation, the aggregate principal amount of the 2018 Bonds of such series, the amount of any original issue discount, the maturity or maturities of the 2018 Bonds of such series, the issuance of such 2018 Bonds as serial bonds or as term bonds subject to mandatory sinking fund redemption or as any combination of serial bonds and term bonds, the numbering of such 2018 Bonds, the interest rate or rates or interest rate determination method or methods for such 2018 Bonds, whether any refunding of Outstanding Bonds by the issuance of the 2018 Bonds is being accomplished by a tender offer for Outstanding Bonds or an exchange of 2018 Bonds for Outstanding Bonds, and the redemption terms applicable to such 2018 Bonds, all as provided in and subject to the limitations expressed in this Article III. The purchase price of the 2018 Bonds of a series shall not be less than 85 percent of the original principal amount of such 2018 Bonds plus any accrued interest on such 2018 Bonds from their date to the date of their delivery and less any original issue discount on the 2018 Bonds. Each Bond Purchase Agreement shall be in substantially the form previously used for similar financings of the City with appropriate revisions to reflect the terms and provisions of the 2018 Bonds and such other revisions in text as the Authorized Officer shall determine are desirable or necessary in connection with the sale of the 2018 Bonds. The Authorized Officer may in the applicable Determination Certificate make such changes to the terms of the 2018 Bonds of each series from those provided in this Ordinance as he or she shall determine but that shall result in the 2018 Bonds having substantially the terms and being in substantially the form provided by this Ordinance. The compensation paid to the Initial Purchasers in connection with any sale of 2018 Bonds shall not exceed five percent of the principal amount of the 2018 Bonds being sold. Nothing contained in this Ordinance shall limit the sale of the 2018 Bonds or any maturity or maturities thereof at a price or prices in excess of the principal amount thereof.

Section 5.6. Amendment to Section 3.5(e) of the 2018 Wastewater Revenue Bond Ordinance. Section 3.5(e) of the 2018 Wastewater Revenue Bond Ordinance is amended by inserting the underlined text as follows:

(e) Subsequent to each such sale, the Authorized Officer shall file in the Office of the Clerk, directed to the City Council (i) a Determination Certificate setting forth, or referring to the 2018 Bonds Indenture filed pursuant to clause (iv), below, to evidence (A) the designation and the terms of sale of the 2018 Bonds of a series, (B) the interest rate or rates or interest rate determination method or methods for such 2018 Bonds, (C) the identities of the 2018 Bonds Trustee and the Initial Purchasers, (D) the specific amounts and maturities of the Outstanding



Bonds to be refunded with proceeds of the 2018 Bonds of such series (the "Refunded Bonds"). (E) the date or dates on and price or prices at which the Refunded Bonds are to be redeemed or paid through a tender offer or exchanged for 2018 Bonds. (F) the amount of any original issue discount. (G) any arrangements made for municipal bond insurance or Debt Service Reserve Account Credit Instrument, including any covenants made by the City with respect thereto, and (H) the determinations made pursuant to Section 3.4 of this Ordinance with respect to the purpose or purposes specified in Section 3.2 of this Ordinance for which the 2018 Bonds are being issued, the amount or amounts being borrowed for each such purpose, (ii) an executed copy of the Bond Purchase Agreement reflecting concurrence of the Chairman of the Committee on Finance of the City Council (or, in the event of the absence or unavailability of the Chairman for any reason, the concurrence of the Vice Chairman of the Committee on Finance) in the determinations made by the Authorized Officer as to the terms of sale of the 2018 Bonds of such series; (iii) the final Official Statement of the City or other disclosure document as provided in Section 3.5(c) above with respect to such 2018 Bonds; and (iv) the 2018 Bonds Indenture authorizing such series in the form to be executed and delivered by the City.

Section 5.7. 2018 Wastewater Revenue Bond Ordinance Remains in Full Force and Effect, as Amended. Except to the extent specifically amended by Section 5.2 hereof, the 2018 Wastewater Revenue Bond Ordinance remains in full force and effect.

## **ARTICLE 6 - AUTHORIZATION FOR ISSUANCE OF O'HARE AIRPORT ADDITIONAL BONDS**

### **PART A AUTHORIZATION, FINDINGS AND DETERMINATIONS AND APPROVAL OF DOCUMENTS**

Section 6.A.I. Authorization. This Article 6 authorizes the issuance of the O'Hare Airport Additional Bonds as follows: (i) this Part A authorizes the issuance of the O'Hare Airport Additional Bonds in an aggregate principal amount not to exceed \$1,000,000,000, (ii) Part B hereof authorizes the issuance, from time to time, of all or a portion of the O'Hare Airport Additional Bonds as O'Hare Airport Additional Senior Lien Bonds, in one or more series, in such principal amounts and with such terms and provisions as set forth therein and in the O'Hare Airport Senior Lien Master Indenture, and the related O'Hare Airport Supplemental Indentures therein approved; (iii) Part C hereof authorizes the issuance, from time to time, of all or a portion of the O'Hare Airport Additional Bonds as O'Hare Airport Additional PFC Bonds, in one or more series, in such principal amounts and with such terms and provisions as set forth therein and in the O'Hare Airport PFC Master Indenture and the related O'Hare Airport Supplemental Indentures therein approved; and (iv) Part D hereof sets forth provisions applicable to both the O'Hare Airport Additional Senior Lien Bonds and the O'Hare Airport Additional PFC Bonds and authorizes City officials to execute and deliver agreements relating to the matters authorized by this Article 6.

Section 6.A.2. Findings and Determinations. This City Council hereby finds and determines as follows:

(a) that the issuance of the O'Hare Airport Additional Senior Lien Bonds and the refunding of the Outstanding O'Hare Airport Obligations and any other bonds, notes or other

obligations issued by the City to finance or refinance any O'Hare Airport Project will result in debt service savings or provide other benefits to O'Hare Airport;

b) that the issuance of the O'Hare Airport Additional PFC Bonds and the refunding of the O'Hare Airport Outstanding PFC Bonds and any other bonds, notes or other obligations issued by the City to finance or refinance any O'Hare Airport Project will result in debt service savings or provide other benefits to O'Hare Airport;

c) that the O'Hare Airport Projects to be financed by the City with the proceeds of the O'Hare Airport Additional Senior Lien Bonds are necessary and essential to the efficient operation of O'Hare Airport;

d) that the O'Hare Airport Projects to be financed by the City with the proceeds of the O'Hare Airport Additional PFC Bonds are necessary and essential to the efficient operation of O'Hare Airport;

e) that the City's ability to issue the O'Hare Airport Additional Bonds from time to time without further action by this City Council, in various principal amounts and with various interest rates, maturities, redemption provisions and other terms will enhance the City's opportunities to obtain financing for O'Hare Airport;

f) that from time to time it is desirable to refund (i) outstanding O'Hare Airport revenue bonds and notes of the City (including bonds and notes payable from passenger facility charges or special facility revenues) and other payment obligations related thereto (the "O'Hare Airport Outstanding Obligations") and (ii) future issues of O'Hare Airport revenue bonds and notes of the City (including bonds and notes payable from passenger facility charges or special facility revenues) as may be outstanding from time to time, and other payment obligations related thereto (the "O'Hare Airport Future Outstanding Obligations"): and

g) that the delegations of authority that are contained in this Article 6, including the authority to make the specific determinations described in clause (e) above, are necessary and desirable because this City Council cannot itself as advantageously, expeditiously or conveniently exercise such authority and make such specific determinations. Thus, authority is granted to the Mayor or the Authorized Officer to determine to sell one or more series of the O'Hare Airport Additional Bonds, at one or more times, as and to the extent such officers determine that such sale or sales is desirable and in the best financial interest of the City and O'Hare Airport.

Section 6.A.3. Forms of Documents. There have been presented to this City Council forms of the following documents:

a) Sixty-Ninth Supplemental Indenture Securing Chicago O'Hare International Airport General Airport Senior Lien Revenue Bonds (attached hereto as Exhibit 6-A): and

b) *Ninth Supplemental Indenture Securing Chicago O'Hare International Airport Passenger Facility Charge Revenue Bonds (attached hereto as Exhibit 6-B):*

Section 6.A.4. Debt Issuance. \$1,000,000,000 aggregate principal amount of O'Hare Airport Additional Bonds are hereby authorized to be issued pursuant to this Article 6 for the

purposes specified in Part B of this Article 6 with respect to the O'Hare Airport Additional Senior Lien Bonds and Part C of this Article 6 with respect to the O'Hare Airport Additional PFC Bonds.

## **PART B AUTHORITY AND DEFINITIONS**

Section 6.B.1. Authority for Part B of Article 6. This Part B of this Article 6 is authorized pursuant to the O'Hare Airport Senior Lien Master Indenture.

Section 6.B.2. Definitions, (a) Except as provided in this Section, all capitalized terms used in this Part B and in Part D of this Article 6 and not defined in said Part B or Part D, in the preambles to this Ordinance or in Section 1.2 of this Ordinance shall have the same meanings, respectively, as such terms are given in the O'Hare Airport Senior Lien Master Indenture.

(b) As used in this Part B and in Part D of this Article 6, unless the context shall otherwise require, the following words and terms shall have the following respective meanings:

"Sixty-Ninth Supplemental Indenture" means the Sixty-Ninth Supplemental Indenture Securing Chicago O'Hare International Airport General Airport Senior Lien Revenue Bonds from the City to the O'Hare Airport Senior Lien Trustee relating to the initial series of O'Hare Airport Additional Senior Lien Bonds.

"O'Hare Airport Additional Bonds" means the O'Hare Airport Additional Bonds authorized by Section 6.A.4 hereof.

"O'Hare Airport Additional PFC Bonds" means the O'Hare Airport Additional PFC Bonds authorized by Section 6.C.3 hereof.

"O'Hare Airport Additional Senior Lien Bonds" means the Additional Senior Lien Bonds authorized by Section 6.B.3 hereof.

"O'Hare Airport Senior Lien Master Indenture" means the Master Indenture of Trust Securing Chicago O'Hare International Airport General Airport Revenue Senior Lien Obligations, dated as of June 1, 2018 from the City to the O'Hare Airport Senior Lien Trustee, as the same from time to time may be amended or supplemented by O'Hare Airport Supplemental Indentures executed and delivered in accordance with the provisions thereof.

"O'Hare Airport Senior Lien Trustee" means U.S. Bank National Association, and its successor in trust, as trustee under the O'Hare Airport Senior Lien Master Indenture and as trustee under any O'Hare Airport Supplemental Indenture.

"O'Hare Airport Supplemental Indenture" means a supplemental indenture authorizing a series of O'Hare Airport Additional Senior Lien Bonds, substantially in the form of the Sixty-Ninth Supplemental Indenture.

### **Section 6.B.3. Authorization of Additional Senior Lien Bonds.**

a) All or a portion of the \$1,000,000,000 aggregate principal amount of O'Hare Airport Additional Bonds authorized by Section 6.A.4 hereof may be issued as O'Hare Airport Additional Senior Lien Bonds pursuant to the O'Hare Airport Senior Lien Master Indenture and one or more O'Hare Airport Supplemental Indentures and for the purposes specified in Section 6.B.4 hereof. The O'Hare Airport Additional Senior Lien Bonds may be issued bearing interest at a fixed interest rate or rates as more fully set forth in the related O'Hare Airport Supplemental Indenture. Any O'Hare Airport Additional Senior Lien Bonds may be issued as current interest bonds, as capital appreciation bonds or as capital appreciation bonds that convert to current interest bonds at a future date after their issuance.

b) The O'Hare Airport Additional Senior Lien Bonds, shall mature not later than January 1, 2063. and shall bear interest from their date, or from the most recent date to which interest has been paid or duly provided for, until the City's obligation with respect to the payment of the principal amount thereof shall be discharged, payable as provided in the related O'Hare Airport Supplemental Indenture at a rate or rates not in excess of 10 percent per annum. Each series of O'Hare Airport Additional Senior Lien Bonds may be subject to mandatory and optional redemption (including mandatory redemption pursuant to the application of Sinking Fund Payments) upon the terms and conditions set forth in the O'Hare Airport Senior Lien Master Indenture and the related O'Hare Airport Supplemental Indenture. The redemption price may be based upon a formula designed to compensate the Owners of the O'Hare Airport Additional Senior Lien Bonds to be redeemed based upon prevailing market conditions on the date fixed for redemption, commonly known as a "make-whole" redemption price (the "O'Hare Airport Make-Whole Redemption Price"). At the time of sale of the O'Hare Airport Additional Senior Lien Bonds, an Authorized Officer shall determine the provisions of the formula to be used to establish any O'Hare Airport Make-Whole Redemption Price, which may vary depending on whether the O'Hare Airport Additional Senior Lien Bonds are issued on a taxable or tax-exempt basis. An Authorized Officer shall confirm and transmit the applicable O'Hare Airport Make-Whole Redemption Price on such dates and to such parties as shall be necessary to effectuate such redemption.

c) The O'Hare Airport Additional Senior Lien Bonds shall be entitled "Chicago O'Hare International Airport General Airport Senior Lien Revenue Bonds" or "Chicago O'Hare International Airport General Airport Senior Lien Revenue Refunding Bonds." as appropriate. The O'Hare Airport Additional Senior Lien Bonds may be issued in one or more separate series, appropriately designated to indicate the year and order of their issuance.

d) Each O'Hare Airport Additional Senior Lien Bond shall be issued in fully registered form and in the denominations set forth in the related O'Hare Airport Supplemental Indenture; and shall be dated and numbered and further designated and identified as provided in the O'Hare Airport Senior Lien Master Indenture and the related O'Hare Airport Supplemental Indenture.

e) Principal of and premium, if any, on the O'Hare Airport Additional Senior Lien Bonds shall be payable at the principal corporate trust office of the O'Hare Airport Senior Lien Trustee or any Paying Agent as provided in the O'Hare Airport Senior Lien Master Indenture and

related OTIare Airport Supplemental Indenture. Payment of interest on the OTIare Airport Additional Senior Lien Bonds shall be made to the registered owner thereof and shall be paid by check or draft of the OTIare Airport Senior Lien Trustee mailed to the registered owner at the address of such registered owner as it appears on the registration books of the City kept by the OTIare Airport Senior Lien Trustee or at such other address as is furnished to the OTIare Airport Senior Lien Trustee in writing by such registered owner, or by wire transfer as further provided in the O'Hare Airport Senior Lien Master Indenture and related O'Hare Airport Supplemental Indenture.

(f) Subject to the limitations set forth in Section 6.A.4 hereof and in this Section, authority is hereby delegated to either the Mayor or the Authorized Officer to determine the aggregate principal amount of OTIare Airport Additional Senior Lien Bonds to be issued, the date thereof, the maturities thereof, any provisions for optional redemption thereof, the schedule of Sinking Fund Payments, if any, to be applied to the mandatory redemption thereof (which mandatory redemption shall be at a Redemption Price equal to the principal amount of each O'Hare Airport Additional Senior Lien Bond to be redeemed, without premium, plus accrued interest), the rate or rates of interest payable thereon or method for determining such rate or rates and the first interest payment date thereof. Any optional redemption shall be at Redemption Prices that may include a redemption premium for each O'Hare Airport Additional Senior Lien Bond to be redeemed expressed as a percentage, not exceeding 10 percent of the principal amount (or in the case of capital appreciation bonds, the accreted value as of the redemption date) of the OTIare Airport Additional Senior Lien Bond to be redeemed, or at an OTIare Airport Make-Whole Redemption Price.

Section 6.B.4 Purposes. Pursuant to Section 203 of the O'Hare Airport Senior Lien Master Indenture, the O'Hare Airport Additional Senior Lien Bonds are to be issued for the following purposes, as determined by the Authorized Officer at the time of the sale of the O'Hare Airport Additional Senior Lien Bonds:

a) the payment, or the reimbursement for the payment, of all or a portion of the costs of acquiring, constructing and equipping any Airport Project or Projects (as defined in the OTIare Airport Senior Lien Master Indenture);

b) the refunding of any Outstanding O'Hare Airport Obligations (including commercial paper notes and credit agreement notes);

c) the funding of any Fund, Account or Dedicated Sub-Fund including, but not limited to, the funding of deposits, deposit of moneys in the Common Debt Service Reserve Sub-Fund, a program fee account, a debt service reserve account, a capitalized interest account and such other accounts and subaccounts (including capitalized interest accounts for any series of Senior Lien Obligations) as may be provided for in the O'Hare Airport Senior Lien Master Indenture and the OTIare Airport Supplemental Indenture relating to such series; and

(d) the payment of the Costs of Issuance of the O'Hare Airport Additional Senior Lien Bonds.

The proceeds of each series of O'Hare Airport Additional Senior Lien Bonds shall be applied for the purposes set forth above in the manner and in the amounts specified in a Certificate of an Authorized Officer (as defined in the O'Hare Airport Senior Lien Master Indenture) delivered in connection with the issuance of such series pursuant to the O'Hare Airport Senior Lien Master Indenture and the related O'Hare Airport Supplemental Indenture.

Section 6.B.5. Pledge of Revenues and Other Available Moneys. The O'Hare Airport Additional Senior Lien Bonds, together with interest thereon, shall be limited obligations of the City secured by a pledge of the Revenues and by any Other Available Moneys pledged under the O'Hare Airport Senior Lien Master Indenture and the related O'Hare Airport Supplemental Indenture, including, but not limited to, passenger facility charge revenues to be withdrawn from the PFC Capital Fund of the City, and shall be valid claims of the registered owners thereof only against the funds and assets and other money held by the O'Hare Airport Senior Lien Trustee with respect thereto and against such Revenues and Other Available Moneys. The O'Hare Airport Additional Senior Lien Bonds and the obligation to pay interest thereon do not now and shall never constitute an indebtedness or a loan of credit of the City, or a charge against its general credit or taxing powers, within the meaning of any constitutional or statutory limitation of the State of Illinois. In connection with the issuance of any series of O'Hare Airport Additional Senior Lien Bonds secured by a pledge of or otherwise payable from Other Available Moneys, the City shall determine in the related O'Hare Airport Supplemental Indenture or by a Certificate of an Authorized Officer filed with the O'Hare Airport Senior Lien Trustee, all of the terms and conditions of such pledge, including the annual payment amount, the lien status thereof and the duration of such pledge.

Section 6.B.6. Approval of Senior Lien Master Indenture. The form of the O'Hare Airport Senior Lien Master Indenture as executed and delivered on behalf of the City is hereby approved in all respects. The O'Hare Airport Senior Lien Master Indenture constitutes an amendment and restatement of the Master Indenture of Trust Securing Chicago O'Hare International Airport General Airport Revenue Senior Lien Obligations dated as of September 1, 2012. The Mayor or the Authorized Officer is hereby authorized to execute and deliver such amendatory O'Hare Airport Supplemental Indentures providing for amendments and restatements of existing Supplemental Indentures as may be required or helpful to conform such existing Supplemental Indentures to the terms and conditions of the O'Hare Airport Senior Lien Master Indenture. The City Clerk is hereby authorized to attest any such amendatory Supplemental Indentures and to affix thereto the corporate seal of the City or a facsimile thereof.

**Section 6.B.7. Approval of Supplemental Indentures.**

a) The form of Sixty-Ninth Supplemental Indenture presented to this meeting is hereby approved in all respects. The Mayor or the Authorized Officer is hereby authorized, with respect to each series of O'Hare Airport Additional Senior Lien Bonds, to execute and deliver an O'Hare Airport Supplemental Indenture in substantially the form of the Sixty-Ninth Supplemental Indenture for and on behalf of the City, and the City Clerk is hereby authorized to attest the same and to affix thereto the corporate seal of the City or a facsimile thereof.

b) Each such O'Hare Airport Supplemental Indenture shall be substantially in the form of the Sixty-Ninth Supplemental Indenture, presented to this meeting and may contain such

changes or revisions as shall be approved by the Mayor or the Authorized Officer, which changes or revisions may include, without limit, such changes as may be necessary or desirable, as determined by the Mayor or the Authorized Officer.

(c) The execution and delivery of an O'Hare Airport Supplemental Indenture shall constitute conclusive evidence of this City Council's approval of the form of such O'Hare Airport Supplemental Indenture as executed and delivered.

Section 6.B.8. Debt Service Reserve Funds. The Authorized Officer is hereby authorized to take any or all of the following actions with respect to debt service reserve funds, provided that such action or actions shall not constitute a violation of any covenant made in the O'Hare Airport Senior Lien Master Indenture, or in any supplemental indenture: (a) apply O'Hare Airport Additional Senior Lien Bond proceeds to the funding of any prior debt service reserve fund, (b) transfer moneys among debt service reserve funds, (c) deposit, other moneys of the City to any debt service reserve fund, and (d) apply for O'Hare Airport purposes moneys released from debt service reserve funds upon the redemption or defeasance of bonds. As used in the Section, the term "debt service reserve funds" includes the Common Debt Service Reserve Sub-Fund.

Section 6.B.9. Credit Instruments. The Authorized Officer is hereby authorized to arrange for the provision of one or more Credit Instruments as security for all or a portion of the O'Hare Airport Additional Senior Lien Bonds if the Authorized Officer determines that it would be in the best financial interest of the City in the operation of O'Hare Airport.

Section 6.B.10. Approval of Amendment. By the purchase of the O'Hare Airport Additional Senior Lien Bonds, purchasers of such O'Hare Airport Additional Senior Lien Bonds agree, for themselves and any successor Owners, to the provisions of any one or more O'Hare Airport Senior Lien Master Indenture amendments executed and delivered pursuant to the authorization set forth in Part B, Section 2.5( g) of that certain bond ordinance which was adopted by the City Council on November 18, 2009 (and published in the Journal for such date at pages 73563 through 73841, inclusive), relating to bond financing for O'Hare Airport, including, but not limited to, the amendment of the O'Hare Airport Senior Lien Master Indenture contained in the Thirty-Seventh Supplemental Indenture.

## **PART C ADDITIONAL PFC BONDS**

Section 6.C.1 Authority for Part C. This Part C is authorized pursuant to the O'Hare Airport PFC Master Indenture.

### **Section 6.C.2. Definitions.**

a) Except as provided in this Section, all capitalized terms used in this Part C and in Part D of this Article 6 and not defined in this Part C. in the preambles to this Ordinance or in Section 1.2 of this Ordinance shall have the same meanings, respectively, as such defined terms are given in the O'Hare Airport PFC Master Indenture.

b) As used in this Part C and in Part D of this Article 6, unless the context shall otherwise require, the following words and terms shall have the following respective meanings:

"Ninth Supplemented Indenture" means the Ninth Supplemental Indenture Securing Chicago O'Hare International Airport Passenger Facility Charge Revenue Bonds, from the City to the PFC Trustee relating to the initial series of OTIare Airport Additional PFC Bonds.

"O'Hare Airport Additional Bonds" means the Additional Bonds authorized by Section 6.A.4 hereof

"O'Hare Airport Additional PFC Bonds" means the Additional PFC Bonds authorized by Section 6.C.3 hereof.

"O'Hare Airport Additional Senior Lien Bonds" means the Additional Senior Lien Bonds authorized by Section 6.B.3 hereof.

"O'Hare Airport PFC Master Indenture" means the Master Indenture of Trust Securing Chicago O'Hare International Airport Passenger Facility Charge Obligations, from the City to the PFC Trustee dated as of January 1, 2008, as the same may be amended and supplemented.

"O'Hare Airport PFC Supplemental Indenture" means a supplemental indenture authorizing a series of O'Hare Airport Additional PFC Bonds, substantially in the form of the Ninth Supplemental Indenture.

"O'Hare Airport PFC Trustee" means The Bank of New York Mellon Trust Company, N.A. (as successor to BNY Midwest Trust Company), and its successor in trust, as trustee under the PFC Master Indenture.

### **Section 6.C.3. Authorization of Additional PFC Bonds.**

a) All or a portion of the \$1,000,000,000 aggregate principal amount of the O'Hare Airport Additional Bonds authorized by Section 6.A.4 hereof may be issued as O'Hare Airport Additional PFC Bonds pursuant to the O'Hare Airport PFC Master Indenture and one or more OTIare Airport PFC Supplemental Indentures and for the purposes specified in Section 6.C.4 hereof. The OTIare Airport Additional PFC Bonds may be issued bearing interest at a fixed interest rate or rates as more fully set forth in the related OTTare Airport PFC Supplemental Indenture. Any OTTare Airport Additional PFC Bonds may be issued as current interest bonds, as capital appreciation bonds or as capital appreciation bonds that convert to current interest bonds at a future date after their issuance.

b) The O'Hare Airport Additional PFC Bonds shall mature not later than January 1, 2063, and shall bear interest from their date, or from the most recent date to which interest has been paid or duly provided for, until the City's obligation with respect to the payment of the principal amount thereof shall be discharged, payable as provided in the related OTTare Airport PFC Supplemental Indenture at a rate or rates not in excess of the lesser of 10 percent per annum. Each series of OTTare Airport PFC Additional Bonds may be subject to mandatory and optional redemption (including mandatory redemption pursuant to the application of Sinking Fund Payments), upon the terms and conditions set forth in the O'Hare Airport PFC Master Indenture and the related OTIare Airport PFC Supplemental Indenture. The redemption price may be based upon a formula designed to compensate the Owners of the OTTare Airport Additional PFC Bonds to be redeemed based upon prevailing market conditions on the date fixed for redemption.

commonly known as a "make-whole" redemption price (the "O'Hare PFC Make-Whole Redemption Price"). At the time of sale of the O'Hare Airport Additional PFC Bonds, an Authorized Officer shall determine the provisions of the formula to be used to establish any OTIare PFC Make-Whole Redemption Price, which may



vary depending on whether the OTIare Airport Additional PFC Bonds are issued on a taxable or tax-exempt basis. An Authorized Officer shall confirm and transmit the applicable O'Hare PFC Make-Whole Redemption Price on such dates and to such parties as shall be necessary to effectuate such redemption.

c) The O'Hare Airport Additional PFC Bonds shall be entitled "Chicago O'Hare International Airport Passenger Facility Charge Revenue Bonds" or "Chicago O'Hare International Airport Passenger Facility Charge Revenue Refunding Bonds" and may be issued in one or more separate series, appropriately designated to indicate the year and order of their issuance. Each O'Hare Airport Additional PFC Bond shall be issued in fully registered form and in the denominations set forth in the related O'Hare Airport PFC Supplemental Indenture; and shall be dated and numbered and further designated and identified as provided in the OTTare Airport PFC Master Indenture and the related O'Hare Airport PFC Supplemental Indenture.

d) Principal of and premium, if any, on the O'Hare Airport Additional PFC Bonds shall be payable at the principal corporate trust office of the O'Hare Airport PFC Trustee or any Paying Agent as provided in the O'Hare Airport PFC Master Indenture and related O'Hare Airport PFC Supplemental Indenture. Payment of interest on the OTTare Airport Additional PFC Bonds shall be made to the registered owner thereof and shall be paid by check or draft of the OTTare Airport PFC Trustee mailed to the registered owner at his or her address as it appears on the registration books of the City kept by the O'Hare Airport PFC Trustee or at such other address as is furnished to the OTIare Airport PFC Trustee in writing by such registered owner, or by wire transfer as further provided in the OTTare Airport PFC Master Indenture and related O'Hare Airport PFC Supplemental Indenture.

e) Subject to the limitations set forth in Section 6. A.4 hereof and in this Section 6.C.3. authority is hereby delegated to either the Mayor or the Authorized Officer to determine the aggregate principal amount of O'Hare Airport Additional PFC Bonds to be issued, the date thereof, the maturities thereof, any provisions for optional redemption thereof, the schedule of Sinking Fund Payments, if any, to be applied to the mandatory redemption thereof (which mandatory redemption shall be at a Redemption Price equal to the principal amount of each O'Hare Airport Additional PFC Bond to be redeemed, without premium, plus accrued interest), the rate or rates of interest payable thereon and the first interest payment date thereof. Any optional redemption shall be at Redemption Prices that may include a redemption premium for each OTIare Airport Additional PFC Bond to be redeemed expressed as a percentage, not exceeding 10 percent, of the principal amount (or in the case of capital appreciation bonds, the accreted value as of the redemption date) of the OTIare Airport Additional PFC Bond to be redeemed at an OTTare PFC Make-Whole Redemption Price.

Section 6.C.4. Purposes. Pursuant to Section 203 of the OTTare Airport PFC Master Indenture, the OTTare Airport Additional PFC Bonds are to be issued for the following purposes.

as determined by the Authorized Officer at the time of the sale of the OTIare Airport Additional PFC Bonds:

a) the payment, or the reimbursement for the payment, of all or a portion of the Costs of any Airport Project or Projects (as defined in the O'Hare Airport PFC Master Indenture), including capitalized interest;

- b) the refunding of any O'Hare Airport Outstanding PFC Bonds and any commercial paper notes or credit agreement notes issued by the City to finance or refinance any O'Hare Airport Project;
- c) the funding of deposits into funds and accounts as may be provided for in the O'Hare Airport PFC Master Indenture and the O'Hare Airport PFC Supplemental Indenture relating to such series; and
- d) the payment of the Costs of Issuance of the O'Hare Airport Additional PFC Bonds.

The proceeds of each series of O'Hare Airport Additional PFC Bonds shall be applied for the purposes set forth above in the manner and in the amounts specified in a Certificate of an Authorized Officer (as defined in the O'Hare Airport PFC Master Indenture) delivered in connection with the issuance of such series pursuant to the O'Hare Airport PFC Master Indenture and the related O'Hare Airport PFC Supplemental Indenture.

Section 6.C.5. Pledge of PFC Revenues. The O'Hare Airport Additional PFC Bonds, together with interest thereon, shall be limited obligations of the City secured by a pledge of the PFC Revenues pledged under the O'Hare Airport PFC Master Indenture and the related O'Hare Airport PFC Supplemental Indenture, and shall be valid claims of the registered owners thereof only against the funds and assets and other money held by the O'Hare Airport PFC Trustee with respect thereto and against such PFC Revenues. The O'Hare Airport Additional PFC Bonds and the obligation to pay interest thereon do not now and shall never constitute an indebtedness or a loan of credit of the City, or a charge against its general credit or taxing powers, within the meaning of any constitutional or statutory limitation of the State.

#### **Section 6.C.6. Approval of O'Hare Airport PFC Supplemental Indentures.**

a) The form of Ninth Supplemental Indenture presented to this meeting is hereby approved in all respects. The Mayor or the Authorized Officer is hereby authorized, with respect to each series of O'Hare Airport Additional PFC Bonds, to execute and deliver an O'Hare Airport PFC Supplemental Indenture in substantially the form of the Ninth Supplemental Indenture for and on behalf of the City, and the City Clerk is hereby authorized to attest the same and to affix thereto the corporate seal of the City or a facsimile thereof.

b) Each such O'Hare Airport PFC Supplemental Indenture shall be substantially in the form of the Ninth Supplemental Indenture, presented to this meeting and may contain such changes or revisions as shall be approved by the Mayor or the Authorized Officer, such changes or revisions may include, without limit, such changes as may be necessary or desirable, as determined by the Mayor or the Authorized Officer.

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(c) The execution and delivery of an O'Hare Airport PFC Supplemental Indenture shall constitute conclusive evidence of this City Council's approval of the form of such O'Hare Airport PFC Supplemental Indenture as executed and delivered.

Section 6.C.7. Debt Service Reserve Funds. The Authorized Officer is hereby authorized to take any or all of the following actions with respect to debt service reserve funds, provided that such action or actions shall not constitute a violation of any covenant made in the O'Hare Airport PFC Master Indenture, including, in each case, any supplemental indenture: (a) apply O'Hare Airport Additional PFC Bond proceeds to the funding of any prior debt service reserve fund, (b) transfer moneys among debt service reserve funds, (c) deposit other

moneys of the City to any debt service reserve fund, and (d) apply for O'Hare Airport purposes moneys released from debt service reserve funds upon the redemption or defeasance of bonds.

Section 6.C.8. Qualified Reserve Account Credit Instruments. The Authorized Officer is hereby authorized to arrange for the provision of one or more Qualified Reserve Account Credit Instruments as security for all or a portion of the O'Hare Airport Additional PFC Bonds if the Authorized Officer determines that it would be in the best financial interest of the City in the operation of O'Hare Airport.

Section 6.C.9. Approval of Amendment. By the purchase of the O'Hare Airport Additional PFC Bonds, purchasers of such O'Hare Airport Additional PFC Bonds agree, for themselves and any successor Owners, to the provisions of any one or more O'Hare Airport PFC Master Indenture amendments executed and delivered pursuant to the authorization set forth in Part C, Section 2.5(e) of that certain bond ordinance which was adopted by the City Council on November 18, 2009 (and which was published in the Journal for such date at pages 73563 through 73841, inclusive), relating to bond financing at the Airport, including, but not limited to, the amendment of the O'Hare Airport PFC Master Indenture contained in the Sixth Supplemental Indenture.

## PART D

### BOND SALE AND RELATED MATTERS Section 6.D.I.

#### Application and Definitions.

(a) The provisions of this Part D are applicable to O'Hare Airport Additional Bonds issued pursuant to Part B and Part C of this Article 6 and shall be applied in conjunction therewith. Terms defined in Parts A, B and C of this Article 6 shall have the same meanings when used in this Part D of Article 6.

#### Section 6.D.2. Sale of Additional Bonds.

(a) Subject to the limitations contained in this Article 6, authority is hereby delegated to the Mayor or the Authorized Officer to sell the O'Hare Airport Additional Bonds in one or more series from time to time to one or more underwriters selected by the Authorized Officer pursuant to one or more Contracts of Purchase with respect to the O'Hare Airport Additional Bonds between the City and such underwriters; provided that the aggregate purchase price of each series of the O'Hare Airport Additional Bonds shall not be less than 85 percent of the principal amount thereof to be issued (less any original issue discount which may be used in the marketing thereof) plus

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accrued interest thereon from their date to the date of delivery thereof and payment thereof. In addition, one or more of the O'Hare Airport Additional Bonds may be issued as bonds the interest on which will be includable in the gross income of the owners thereof for federal income tax purposes under the Code, if determined by the Authorized Officer to be beneficial to the City in the operation of O'Hare Airport.

b) The Mayor or the Authorized Officer, with the concurrence of the Chairman of the Finance Committee, is hereby authorized and directed to execute and deliver one or more Contracts of Purchase relating to the O'Hare Airport Additional Bonds in substantially the form of the Contracts of Purchase used in connection with the previous sales of airport revenue bonds and passenger facility charge revenue bonds by the City, together with such changes thereto and modifications thereof as shall be approved by the Mayor or the

Authorized Officer, as the case may be, subject to the limitations contained in this Article 6, the execution and delivery thereof to constitute conclusive evidence of this City Council's approval of such changes and modifications.

c) To evidence the exercise of the authority delegated to the Mayor or the Authorized Officer by this Article 6, the Mayor or the Authorized Officer, as the case may be, is hereby directed to execute and file with the City Clerk in connection with the sale of O'Hare Airport Additional Bonds a certificate setting forth the determinations made pursuant to the authority granted herein, which certificate shall constitute conclusive evidence of the proper exercise by them of such authority. Contemporaneously with the filing of such certificate, the Mayor or the Authorized Officer shall also file with the City Clerk one copy of each Official Statement and executed Contract of Purchase in connection with the O'Hare Airport Additional Bonds. Each filing shall be made as soon as practicable subsequent to the execution of the Contract of Purchase. The City Clerk shall direct copies of such filings to the City Council.

d) The Authorized Officer is hereby authorized to cause to be prepared the form or forms of Preliminary Official Statement describing the O'Hare Airport Additional Bonds. Each Preliminary Official Statement (or applicable parts thereof) shall be in substantially the form of the Official Statements used in connection with previous sales of airport revenue bonds and passenger facility charge revenue bonds by the City, together with such changes thereto and modifications thereof as shall be approved by the Authorized Officer. The distribution of each Preliminary Official Statement to prospective purchasers and the use thereof by the underwriters in connection with the offering of the O'Hare Airport Additional Bonds are hereby authorized and approved. The Mayor or the Authorized Officer is hereby authorized to permit the distribution of a final Official Statement, in substantially the form of each Preliminary Official Statement, with such changes, omissions, insertions and revisions thereto and completions thereof as the Mayor or the Authorized Officer shall deem advisable, and the Mayor or the Authorized Officer is authorized to execute and deliver each such final Official Statement to the underwriters in the name and on behalf of the City, the execution of such final official statement to constitute conclusive evidence of this City Council's approval of such changes and completions.

e) If determined by the Authorized Officer to be in the best financial interest of the City in the operation of O'Hare Airport, the Authorized Officer is authorized to procure one or more municipal bond insurance policies covering all or one or more portions of the O'Hare Airport Additional Bonds.

(f) The Authorized Officer is hereby authorized to execute and deliver a Continuing Disclosure Undertaking evidencing the City's agreement to comply with the requirements of Rule 15c2-12 in a form approved by the Corporation Counsel. Upon its execution and delivery on behalf of the City as herein provided, the Continuing Disclosure Undertaking will be binding on the City, and the officers, employees and agents of the City are hereby authorized to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Continuing Disclosure Undertaking as executed. The Authorized Officer is hereby further authorized to amend the Continuing Disclosure Undertaking in accordance with its terms from time to time following its execution and delivery as said Authorized Officer shall deem necessary. Notwithstanding any other provision of this Article 6, the sole remedies for any failure by the City to comply with the Continuing Disclosure Undertaking shall be the ability of the beneficial owner of any O'Hare Airport Additional Bond to seek mandamus or specific performance by court order to cause the City to comply with its obligations under the Continuing Disclosure Undertaking.

Section 6.D.3. Execution and Delivery of O'Hare Airport Additional Bonds. Pursuant to the O'Hare Airport Senior Lien Master Indenture or the O'Hare Airport PFC Master Indenture, as applicable, the Mayor shall execute the O'Hare Airport Additional Bonds on behalf of the City, by manual or facsimile signature, and the corporate seal of the City or a facsimile thereof shall be affixed, imprinted, engraved or otherwise reproduced on the O'Hare Airport Additional Bonds and they shall be attested by the manual or facsimile signature of the City Clerk. The O'Hare Airport Additional Bonds shall, upon such execution on behalf of the City, be delivered to the O'Hare Airport Senior Lien Trustee or the O'Hare Airport PFC Trustee, as applicable, for authentication and thereupon shall be authenticated by the O'Hare Airport Senior Lien Trustee or the O'Hare Airport PFC Trustee, as applicable, and shall be delivered pursuant to written order of the City authorizing and directing the delivery of the O'Hare Airport Additional Bonds to or upon the order of the underwriters pursuant to the applicable Contract of Purchase.

Section 6.D.4. Redemption, Purchase, Tender and Exchange. The Mayor or the Authorized Officer is authorized to direct that the O'Hare Airport Outstanding PFC Bonds or Outstanding O'Hare Airport Obligations to be redeemed be called for redemption prior to maturity (or purchased in lieu of redemption), to select the particular maturity or maturities of the O'Hare Airport Outstanding PFC Bonds or Outstanding O'Hare Airport Obligations to be redeemed and to select the redemption date or dates or purchase date or dates for the O'Hare Airport Outstanding PFC Bonds or Outstanding O'Hare Airport Obligations to be redeemed or purchased. The Mayor or the Authorized Officer is authorized (a) to tender for O'Hare Airport Outstanding PFC Bonds and Outstanding O'Hare Airport Obligations by direct tender or by open market tender, at such tender prices and on such tender payment dates, as shall be determined by the Mayor or the Authorized Officer, (b) to exchange O'Hare Airport Additional Bonds for O'Hare Airport Outstanding PFC Bonds or Outstanding O'Hare Airport Obligations, and (c) on behalf of the City to enter into such agreements with bondholders and financial institutions and otherwise do, or cause to be done, all things necessary or desirable to accomplish the redemption, purchase, tender for purchase, or exchange of O'Hare Airport Outstanding PFC Bonds and Outstanding O'Hare Airport Obligations.

Section 6.D.5. Escrow Deposit Agreements. To provide for the payment or retirement of the O'Hare Airport Outstanding PFC Bonds and Outstanding O'Hare Airport Obligations, the

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Mayor or the Authorized Officer of the City is hereby authorized to execute and deliver for and on behalf of the City one or more Escrow Deposit Agreements in substantially the form of escrow deposit agreements previously used for such purpose by the City, together with such changes thereto and modifications thereof as shall be approved by the Mayor or the Authorized Officer, as the case may be, the execution and delivery thereof to constitute conclusive evidence of this City Council's approval of such changes and modifications.

Section 6.D.6. Tax Directives. The City covenants to take any action required by the provisions of Section 148(1) of the Code in order to assure compliance with Section 413 of the O'Hare Airport PFC Master Indenture and Section 412 of the O'Hare Airport Senior Lien Master Indenture. Nothing contained in this Article 6 shall limit the ability of the City to issue a portion of the O'Hare Airport Additional Bonds the interest on which will be includable in the gross income of the owners thereof for Federal income tax purposes under the Code, in each case if determined by the Authorized Officer to be in the best financial interest of the City in the operation of O'Hare Airport.

Section 6.D.7. Performance Provisions. The Mayor, the Commissioner, the Authorized Officer and the City Clerk for and on behalf of the City shall be, and each of them hereby is, authorized and directed to do any and all things necessary to effect the performance of all obligations of the City under and pursuant to this Article 6, the OTTare Airport Senior Lien Master Indenture, and the OTTare Airport PFC Master Indenture and the performance of all other acts of whatever nature necessary to effect and carry out the authority conferred by this Article 6, the O'Flare Airport Senior Lien Master Indenture, and the OTTare Airport PFC Master Indenture, including but not limited to, the exercise following the delivery date of any O'Hare Airport Additional Bonds of any power or authority delegated to such official of the City under this Article 6 with respect to the O'Flare Airport Additional Bonds upon the initial issuance thereof, but subject to any limitations on or restrictions of such power or authority as set forth in this Article 6. The Mayor, the Commissioner, the Authorized Officer, the City Clerk and other officers, agents and employees of the City are hereby further authorized, empowered and directed for and on behalf of the City, to execute and deliver all papers, documents, certificates and other instruments that may be required to carry out the authority conferred by this Article 6, the O'Flare Airport Senior Lien Master Indenture, and the O'Hare Airport PFC Master Indenture or to evidence said authority.

Section 6.D.8. Proxies. The Mayor and the Authorized Officer may each designate another to act as their respective proxy and to affix their respective signatures to, in the case of the Mayor, each OTTare Airport Additional Bond, whether in temporary or definitive form, and to any other instrument, certificate or document required to be signed by the Mayor or the Authorized Officer pursuant to this Article 6, the OTIare Airport Senior Lien Master Indenture, and the OTTare Airport PFC Master Indenture. In each case, each shall send to the City Council written notice of the person so designated by each, such notice stating the name of the person so selected and identifying the instruments, certificates and documents which such person shall be authorized to sign as proxy for the Mayor and the Authorized Officer, respectively. A written signature of the Mayor or the Authorized Officer, respectively, executed by the person so designated underneath, shall be attached to each notice. " Each notice, with signatures attached, shall be recorded in the Journal and filed with the City Clerk. When the signature of the Mayor is placed on an instrument, certificate or document at the direction of the Mayor in the specified manner, the same, in all respects, shall be as binding on the City as if signed by the Mayor in person. When

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the signature of the Authorized Officer is so affixed to an instrument, certificate or document at the direction of the Authorized Officer, the same, in all respects, shall be as binding on the City as if signed by the Authorized Officer in person.

## **ARTICLE 7 - AUTHORIZATION FOR ISSUANCE OF CFC BONDS**

Section 7.1. Authorization. This Article 7 authorizes the issuance of CFC Bonds in the aggregate principal amount not to exceed \$550,000,000. The CFC Bonds are authorized to be issued in one or more series at one or more times, in such principal amounts and with such terms and provisions as set forth therein and in the CFC Indenture and in the related CFC Supplemental Indentures therein approved and such other matters and actions as are described in this Article 7.

Section 7.2. Findings and Determinations. The City Council hereby finds and determines as follows:

- a) that the issuance of the CFC Bonds and the refunding of the Outstanding OTTare CFC

Obligations will result in debt service savings or provide other benefits to OTTare Airport;

b) that the CFC Projects to be financed by the City with the proceeds of the CFC Bonds are necessary and essential to the efficient-operation of O'Hare Airport;

c) that the City's ability to issue CFC Bonds from time to time without further action by this City Council at various times, in various principal amounts and with various interest rates and interest rate mechanisms, maturities, redemption provisions and other terms will enhance the City's opportunities to obtain financing for O'Hare Airport upon favorable terms;

d) that the delegations of authority that are contained in this Article 7, including the authority to make the specific determinations described in clause (d) above, are necessary and desirable because this City Council cannot itself as advantageously, expeditiously or conveniently exercise such authority and make such specific determinations. Thus, authority is granted to the Mayor or an Authorized Officer to determine to sell one or more series of CFC Bonds, at one or more times, as and to the extent such officers determine that such sale or sales is desirable and in the financial interest of the City and OTTare Airport.

### **Section 7.3. Definitions.**

a) Except as provided in this Section, all capitalized terms contained in this Article 7 and not defined herein, in the preambles to this Ordinance or in Section 1.2 of this Ordinance shall have the same meanings, respectively, as such defined terms are given in the CFC Indenture.

b) As used in herein, unless the context shall otherwise require, the following words and terms shall have the following respective meanings:

"CFC Indenture" means the Indenture of Trust Securing Chicago O'Hare International Airport Customer Facility Charge Revenue Bonds, from the City to the CFC Trustee, as the same may be amended and supplemented.

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"CFC Ordinance" means the ordinance adopted by the City Council on May 12, 2010 (and published in the Journal for such date at pages 89505 through 89592, inclusive), entitled "An Ordinance Authorizing A Customer Facility Charge And The Execution Of Concession Licenses With Rental Car Companies At OTIare International Airport." as amended and supplemented from time to time in accordance with the terms thereof.

"CFC Statute" means Section 6-3050) of the Illinois Vehicle Code, 625 ILCS 5/6-3050).

"CFC Supplemental Indenture" means a supplemental indenture authorizing a series of CFC Bonds, substantially in the form set forth in Exhibit 6-A, adjusted to reflect that the CFC Bonds issued pursuant thereto are CFC Obligations issued pursuant to the CFC Indenture and secured by and payable from a pledge of Revenues as provided in Section 7.6.

"CFC Trustee" means The Bank of New York Mellon Trust Company, N.A., and its successor in trust, as trustee under the CFC Indenture and as Trustee under any Supplemental Indenture.

#### Section 7.4. Authorization of CFC Bonds.

a) The CFC Bonds may be issued pursuant to the CFC Indenture and, if determined by the Authorized Officer to be necessary, one or more CFC Supplemental Indentures and for the purposes specified in Section 7.5 hereof. The aggregate principal amount of CFC Bonds shall not exceed \$550,000,000. The CFC Bonds may be issued bearing interest at a fixed or variable interest rate or rates as more fully set forth in the CFC Indenture or a related Supplemental Indenture. Any limitation on the amount of CFC Bonds authorized to be issued hereunder shall be exclusive of any original issue discount; provided that any original issue discount shall not exceed 15 percent of the par amount of the CFC Bonds and any original issue premium shall not exceed 30 percent of the par amount of the CFC Bonds and provided further that such limitation as to original issue discount or premium shall not apply to any CFC Bond issued as a capital appreciation CFC Bond. Any CFC Bonds may be issued as current interest bonds, as capital appreciation bonds or as capital appreciation bonds that convert to current interest bonds at a future date after their issuance.

b) The CFC Bonds shall mature not later than January 1, 2063, and shall bear interest as provided in the CFC Indenture and the related CFC Supplemental Indenture at a rate or rates not in excess of 10 percent per annum. Each series of CFC Bonds may be subject to mandatory redemption (pursuant to the application of Sinking Fund Payments), optional redemption and extraordinary (mandatory or optional) redemption upon the terms and conditions set forth in the CFC Indenture and the related CFC Supplemental Indenture.

c) The CFC Bonds shall be entitled "Chicago O'Hare International Airport Customer Facility Charge Revenue Bonds" and may be issued in one or more separate series, appropriately designated to indicate the order of their issuance. Each CFC Bond shall be issued in fully registered form and in the denominations set forth in the CFC Indenture or a related CFC Supplemental Indenture; and shall be dated and numbered and further designated and identified as provided in the CFC Indenture or a related CFC Supplemental Indenture.

d) Principal of and premium, if any, on the CFC Bonds shall be payable at the principal corporate trust office of the CFC Trustee or any Paying Agent as provided in the CFC

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Indenture or a related CFC Supplemental Indenture. Payment of interest on the CFC Bonds shall be made to the registered owner thereof and shall be paid by check or draft of the CFC Trustee mailed to the registered owner such registered owner's address as it appears on the registration books of the City kept by the CFC Trustee or at such other address as is furnished to the CFC Trustee in writing by such registered owner or by wire transfer as further provided in the CFC Indenture or a related CFC Supplemental Indenture.

(c) Subject to the limitations set forth in this Section, authority is hereby delegated to the Mayor or the Authorized Officer to determine the aggregate principal amount of the CFC Bonds to be issued (subject to the limitations specified in Section 7.1 hereof), the date thereof, the maturities thereof, any provisions for mandatory sinking fund redemption or optional redemption or extraordinary redemption thereof (which optional redemption or extraordinary redemption shall be at Redemption Prices not exceeding 125 percent of the principal amount of the CFC Bonds to be so redeemed, plus accrued interest; provided, however that to the extent that the CFC Bonds are issued as bonds the interest on which is includable in gross income for federal income tax purposes, such Redemption Price may exceed 125 percent and may be expressed as a "make whole" amount or similar calculation or formula as shall be determined by the Mayor or the Authorized Officer), the schedule of Sinking Fund Payments, if any, to be applied to the mandatory redemption thereof (which mandatory redemption shall be at a redemption price equal to the principal amount of each CFC Bond to be



redeemed, without premium, plus accrued interest), the rate or rates of interest payable thereon and the first interest payment date thereof and the series, maturities and principal amounts of the Outstanding O'Hare CFC Obligations to be refunded.

Section 7.5. Purposes. The CFC Bonds are to be issued for the following purposes, as determined by the Authorized Officer at the time of the sale of the CFC Bonds:

- a) the payment, or the reimbursement for the payment, of all or a portion of the Costs of any CFC Projects, including capitalized interest;
- b) the funding of deposits into funds and accounts as may be provided for in the CFC Indenture or any Supplemental Indenture relating to such series;
- c) the refunding or defeasance of all or a portion of the Outstanding O'Hare CFC Obligations; and
- d) the payment of the Costs of Issuance of the CFC Bonds.

The proceeds of each series of CFC Bonds shall be applied for the purposes set forth above in the manner and in the amounts specified in a certificate of an Authorized Officer delivered in connection with the issuance of such series pursuant to the CFC Indenture or a related CFC Supplemental Indenture.

Section 7.6. Pledge of Revenues. The CFC Bonds, together with interest thereon, shall be limited obligations of the City secured by a pledge of the Revenues pledged under the CFC Indenture and any related CFC Supplemental Indenture, and shall be valid claims of the registered owners thereof only against the funds and assets and other money held by the CFC Trustee with respect thereto and against such Revenues. The CFC Bonds and the obligation to pay interest

thereon do not now and shall never constitute an indebtedness or a loan of credit of the City, or a charge against its general credit or taxing powers, within the meaning of any constitutional or statutory limitation of the State.

#### **Section 7.7. Approval of CFC Supplemental Indentures.**

a) The form of CFC Supplemental Indenture is hereby approved in all respects. The Mayor or the Authorized Officer is hereby authorized, with respect to each series of CFC Bonds, to execute and deliver the CFC Supplemental Indenture in substantially the form of the CFC Supplemental Indenture described herein, or with such changes or revisions as shall be approved by the Mayor or the Authorized Officer, including without limitation, such changes or revisions as may be necessary to receive, in the determination of the Authorized Officer, a necessary or desirable rating on the CFC Bonds, and execution and delivery of such CFC Supplemental Indenture containing such changes or revisions shall constitute conclusive evidence of such approval, for and on behalf of the City, and the City Clerk is hereby authorized to attest the same and to affix thereto the corporate seal of the City or a facsimile thereof.

b) The execution and delivery of the CFC Supplemental Indenture shall constitute conclusive evidence of this City Council's approval of the form of such CFC Supplemental Indenture as executed and delivered.

c) Each such CFC Supplemental Indenture shall be substantially in the form of the CFC Supplemental Indenture, and may contain such changes or revisions as shall be approved by the Mayor or the

Authorized Officer.

Section 7.8. Qualified Reserve Account Credit Instruments. The Authorized Officer is hereby authorized to arrange for the provision of one or more letters of credit, surety bonds or insurance policies with the characteristics satisfying the requirements of a Qualified Reserve Account Credit Instrument (as defined in the CFC Supplemental Indenture) as security for all or a portion of the CFC Bonds if the Authorized Officer determines that it would be in the financial interest of the City in the operation of O'Flare Airport.

**Section 7.9. Sale of CFC Bonds.**

(a) Subject to the limitations contained in this Article 7, authority is hereby delegated to the Mayor or the Authorized Officer to sell the CFC Bonds in one or more series from time to time (i) to an underwriter or a group of underwriters (the "CFC Underwriters") to be designated by the Authorized Officer with respect to one or more series of the CFC Bonds pursuant to one or more separate contracts of purchase (each a "CFC Bond Purchase Agreement") between the CFC Underwriters and the City or (ii) in a private placement with an individual investor or group of investors to be designated by the Authorized Officer (the "CFC Placement Purchasers") with respect to one or more series of the CFC Bonds pursuant to one or more separate placement agreements between the CFC Placement Purchasers and the City or other similar agreement for the sale and purchase of the CFC Bonds or (iii) to one or more banks or financial institutions (each a "CFC Credit Provider" and together with the CFC Underwriters and the Placement Purchasers, a "CFC Purchaser") providing a direct loan(s) or line(s) of credit pursuant to a loan agreement (each a "CFC Loan Agreement" and together with the CFC Bond Purchase Agreement and the

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CFC Placement Agreement, a "CFC Purchase and Sale Agreement"): provided that the aggregate purchase price of each series of CFC Bonds shall not be less than 85 percent of the principal amount thereof to be issued (less any original issue discount which may be used in the marketing thereof) plus accrued interest thereon from their date to the date of delivery thereof and payment thereof Any CFC Bonds authorized to be issued pursuant to this Article 7 may be sold with a delayed delivery date, if determined by the Authorized Officer to be beneficial to the City and O'Flare Airport. In addition, all or a portion of the CFC Bonds may be issued as bonds the interest on which will be includable in the gross income of the owners thereof for federal income tax purposes under the Code if determined by the Authorized Officer to be beneficial to the City and O'Flare Airport.

b) The Mayor or the Authorized Officer, with the concurrence of the Chairman of the Finance Committee, is hereby authorized and directed to execute and deliver one or more CFC Purchase and Sale Agreements relating to the CFC Bonds, which (i) in the case of a CFC Bond Purchase Agreement shall be in substantially the form used in previous sales of airport bonds by the City and (ii) in the case of a CFC Placement Agreement (or CFC Loan Agreement) shall contain terms and provisions no less favorable to the City as those contained in a CFC Bond Purchase Agreement, and in any case, together with such changes thereto and modifications thereof as shall be approved by the Mayor or the Authorized Officer, as the case may be, subject to the limitations contained in this Article 7, the execution and delivery thereof to constitute conclusive evidence of this City Council's approval of such changes and modifications.

c) To evidence the exercise of the authority delegated to the Mayor or the Authorized Officer by this Article 7, the Mayor or the Authorized Officer, as the case may be, is hereby directed to execute and file

with the City Clerk in connection, with the sale of CFC Bonds a certificate setting forth the determinations made pursuant to the authority granted herein, which certificate shall constitute conclusive evidence of the proper exercise by them of such authority. Upon the filing of such certificate, the Mayor or Authorized Officer shall also file with the City Clerk one copy of each official statement or private placement memorandum and executed CFC Purchase and Sale Agreement in connection with the CFC Bonds. Each filing, shall be made as soon as reasonably practicable subsequent to the delivery of the related CFC Bonds. The City Clerk shall direct copies of such filings to the City Council. Subsequent to the issuance of any series of CFC Bonds, an Authorized Officer shall report at the next meeting of the Finance Committee occurring not less than 15 days following the date of issuance of such CFC Bonds regarding the matters described in this paragraph.

d) The Authorized Officer is hereby authorized to cause to be prepared the form or forms of preliminary official statement or private placement memorandum (or other disclosure document) describing the CFC Bonds. Each preliminary official statement or private placement memorandum (or other disclosure document) shall be in substantially the form of the disclosure documents used in connection with previous sales of airport or CFC revenue bonds by the City, together with such changes thereto and modifications thereof as shall be approved by the Authorized Officer. The distribution of each preliminary official statement to prospective purchasers and the use thereof by the CFC Underwriters in connection with the offering of the CFC Bonds are hereby authorized and approved. The Mayor or the Authorized Officer is hereby authorized to permit the distribution of a final official statement, in substantially the form of each preliminary official statement, with such changes, insertions and revisions thereto and

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completions thereof as the Mayor or the Authorized Officer shall deem advisable, and the Mayor or the Authorized Officer is authorized to execute and deliver each such final official statement to the CFC Underwriters in the name and on behalf of the City, the execution of such final official statement to constitute conclusive evidence of this City Council's approval of such changes and completions. In connection with a private placement sale of the CFC Bonds (or the sale of CFC Bonds pursuant to a direct loan or line of credit), the Mayor or the Authorized Officer is authorized to provide to prospective CFC Placement Purchasers (or CFC Credit Providers) such information regarding the City's and O'Hare Airport's operations and finances as would typically be included in an official statement or private placement memorandum and to enter into such discussions and negotiations with such prospective CFC Placement Purchasers (or CFC Credit Providers) as the Authorized Officer shall deem appropriate.

(e) If determined by the Authorized Officer to be in the financial interest of the City in the operation of O'Hare Airport the Authorized Officer is authorized to procure one or more municipal bond insurance policies covering all or a portion of the CFC Bonds, and in connection therewith to execute and deliver all necessary documents and instruments. In connection with the procurement of a municipal bond insurance policy, the Authorized Officer is hereby authorized to execute and deliver such agreements with the bond insurer that is obligated under the bond insurance policy as the Authorized Officer shall determine to be necessary or desirable. Such

agreements may contain provisions for the reimbursement by the City of advances made under the policy, including the payment of interest on unpaid advances, the payment of the expenses of such bond insurer and provisions for the indemnification of such bond insurer.

(f) The Authorized Officer is hereby authorized to execute and deliver one or more Continuing Disclosure Undertakings evidencing the City's agreement to comply with the requirements of Section (b)(5) of Rule 15c2-12 in a form approved by the Corporation Counsel. Upon its execution and delivery on behalf of the City as herein provided, each Continuing Disclosure Undertaking will be binding on the City, and the officers, employees and agents of the City are hereby authorized to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of each Continuing Disclosure Undertaking as executed. The Authorized Officer is hereby further authorized to amend each Continuing Disclosure Undertaking in accordance with its terms from time to time following its execution and delivery as said Authorized Officer shall deem necessary. Notwithstanding any other provision of this Article 7, the sole remedies for any failure by the City to comply with a Continuing Disclosure Undertaking shall be the ability of the beneficial owner of any CFC Bond to seek mandamus or specific performance by court order to cause the City to comply with its obligations under such Continuing Disclosure Undertaking.

Section 7.10. Execution and Delivery of CFC Bonds. Pursuant to the CFC Indenture, the Mayor shall execute the CFC Bonds on behalf of the City, by manual or facsimile signature, and the corporate seal of the City or a facsimile thereof shall be affixed, imprinted, engraved or otherwise reproduced on the CFC Bonds and they shall be attested by the manual or facsimile signature of the City Clerk. The CFC Bonds shall, upon such execution on behalf of the City, be delivered to the CFC Trustee, as applicable, for authentication and thereupon shall be authenticated by the CFC Trustee, as applicable, and shall be delivered pursuant to written order of the City authorizing and directing the delivery of the CFC Bonds to or upon the order of the underwriters pursuant to the applicable CFC Purchase and Sale Agreement.

Section 7.11. Prepayment and Retirement of Outstanding O'Hare CFC Obligations; Tender and Exchange. The Mayor or the Authorized Officer is authorized (a) to direct that the Outstanding O'Hare CFC Obligations be prepaid or otherwise retired, to select the particular maturity or maturities of the Outstanding O'Hare CFC Obligations to be prepaid or retired and to select the date or dates for such prepayment or retirement of the Outstanding O'Hare CFC Obligations to be prepaid or retired, (b) to tender for Outstanding O'Hare CFC Obligations by direct tender or by open market tender, at such tender prices and on such tender payment dates, as shall be determined by the Mayor or the Authorized Officer, and (c) to exchange Outstanding O'Hare CFC Obligations for CFC Bonds. The Mayor or the Authorized Officer is authorized, on behalf of the City to enter into such agreements with bondholders and financial institutions in accordance with the TIF1A Loan Agreement and the CFC Indenture and otherwise do, or cause to be done, all things necessary or desirable to accomplish the prepayment, retirement, tender or exchange of the Outstanding O'Hare CFC Obligations.

Section 7.12. Debt Service Reserve Funds. The Authorized Officer is hereby authorized to take any or all of the following actions with respect to debt service reserve funds relating to Outstanding O'Hare CFC Obligations, provided that such action or actions shall not constitute a violation of any covenant made in the

CFC Indenture, including, in each case, any supplemental indenture: (a) apply CFC Bond proceeds to the funding of any prior debt service reserve fund, (b) deposit other moneys of the City to any debt service reserve fund, and (c) apply for Project purposes moneys released from debt service reserve funds upon the prepayment or retirement of the Outstanding O'Hare CFC Obligations.

Section 7.13. Tax Covenant. The City covenants to take any action required by the provisions of Section 148(f) of the Code in order to assure compliance with Section 6.05 of the CFC Indenture. Nothing contained in this Article shall limit the ability of the City to issue a portion of the CFC Bonds the interest on which will be includable in the gross income of the owners thereof for Federal income tax purposes under the Code, in each case if determined by the Authorized Officer to be in the financial interest of the City in the operation of O'Hare Airport.

Section 7.14. Public Approval. The Mayor is hereby authorized and directed to cause the publication of notice for and the holding of a public hearing, as and to the extent required under Section 147(f) of the Code in connection with the proposed issuance of the CFC Bonds. The City Council hereby directs that no CFC Bonds shall be issued unless and until the requirements of said Section 147(f), if applicable, including particularly the approval requirement following such public hearing, have been fully satisfied and that no contract, agreement or commitment to issue CFC Bonds shall be executed or undertaken prior to satisfaction of the requirements of said Section 147(f), if applicable, unless the performance of said contract, agreement or commitment is expressly conditioned upon the prior satisfaction of such requirements. Any such actions taken prior to the enactment of this Ordinance are hereby ratified and confirmed. The actions, if any, of the Finance Committee with respect to the publication of notice for and the holding of a public hearing in connection with the CFC Bonds are hereby ratified and confirmed in all respects. The Mayor is hereby authorized, following the holding of such public hearing, to provide the public approval of the CFC Bonds for purposes of Section 147(f) of the Code."

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Section 7.15. Performance Provisions. The Mayor, the Authorized Officer, the Commissioner and the City Clerk for and on behalf of the City shall be, and each of them hereby is, authorized and directed to do any and all things necessary to effect the performance of all obligations of the City under and pursuant to this Article 7 and the CFC Indenture and any CFC Supplemental Indenture and the performance of all other acts of whatever nature necessary to effect and carry out the authority conferred by this Article 7 and the CFC Indenture and any CFC Supplemental Indenture, including but not limited to, the exercise or performance following the delivery date of any of the CFC Bonds of any power, authority or duty delegated to the City or such official of the City under this Article 7 and the CFC Indenture or any CFC Supplemental Indenture with respect to the CFC Bonds upon the initial issuance thereof or any other documents authorized hereunder, but subject to any limitations on or restrictions of such power or authority as herein or in the CFC Indenture or any CFC Supplemental Indenture set forth. The Mayor, the Authorized Officer, the Commissioner, the City Clerk and other officers, agents and employees of the City are hereby further authorized, empowered and directed for and on behalf of the City, to execute and deliver all papers, documents, certificates and other instruments that may be required to carry out the authority conferred by this Article 7 and the CFC Indenture and any CFC Supplemental Indenture or to evidence said authority.

Section 7.16. Proxies. The Mayor and the Authorized Officer may each designate another to act as their

respective proxy and to affix their respective signatures to, in the case of the Mayor, each CFC Bond, whether in temporary or definitive form, and to any other instrument, certificate or document required to be signed by the Mayor or the Authorized Officer pursuant to this Article 7 and the CFC Indenture. In each case, each shall send to the City Council written notice of the person so designated by each, such notice stating the name of the person so selected and identifying the instruments, certificates and documents, which such person shall be authorized to sign as proxy for the Mayor and the Authorized Officer, respectively. A written signature of the Mayor or the Authorized Officer, respectively, executed by the person so designated underneath, shall be attached to each notice. Each notice, with signatures attached, shall be recorded in the Journal and filed with the City Clerk. When the signature of the Mayor is placed on an instrument, certificate or document at the direction of the Mayor in the specified manner, the same, in all respects, shall be as binding on the City as if signed by the Mayor in person. When the signature of the Authorized Officer is so affixed to an instrument, certificate or document at the direction of the Authorized Officer, the same, in all respects, shall be as binding on the City as if signed by the Authorized Officer in person.

### **ARTICLE 8 - AUTHORIZATION FOR ISSUANCE OF MIDWAY BONDS**

Section 8.1. Authorization. This Article 8 authorizes the issuance of Midway Bonds in the aggregate principal amount not to exceed \$1,000,000,000. In any case, such Midway Bonds are authorized to be issued in one or more series at one or more times, in such principal amounts and with such terms and provisions as set forth therein and in the Midway Second Lien Master Indenture or the Midway Amended and Restated Senior Lien Indenture, as appropriate, and in the related Midway Supplemental Indentures therein approved and such other matters and actions as are described in this Article 8.

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Section 8.2. Findings and Determinations. The City hereby finds and determines as follows:

a) that the issuance of the Refunding Midway Bonds and the refunding of certain Midway Outstanding Airport Obligations of such series and maturities and in such amounts as shall be determined by the Mayor or Authorized Officer without further action by this City Council will result in debt service savings or provide other benefits to the City and Midway Airport;

b) that Midway Airport Projects to be financed by the City with the proceeds of the New Money Midway Bonds are necessary and essential to the efficient operation of Midway Airport;

c) that the City's ability to issue Midway Bonds from time to time without further action by this City Council at various times, in various principal amounts as Midway Second Lien Bonds or Midway Senior Lien Bonds and with various interest rates, maturities, redemption provisions and other terms will enhance the City's opportunities to obtain financing for Midway Airport upon favorable terms;

d) that the transfer, modification or termination of any swap agreement previously executed and currently in effect with respect to the Midway Outstanding Airport Obligations to be refunded by the Refunding Midway Bonds (or with respect to any other Midway Outstanding Airport Obligations) and the payment of such amounts in respect of such transfer, modification or termination of such swap agreement

without further action of this City Council will provide benefits to Midway Airport and is in the financial interest of the City and Midway Airport;

e) that the execution of the Midway Amended and Restated Senior Lien Indenture and the issuance of any Midway Senior Lien Bonds as Refunding Midway Bonds or New Money Midway Bonds of such maturities and in such amounts as shall be determined by the Mayor or Authorized Officer without further action by this City Council will result in debt service savings or provide other benefits to the City and Midway Airport; and

(0 that the delegations of authority that are contained in this Article 8, including, without limitation, the authority to make the specific determinations described in clauses (a) through (e) above, are necessary and desirable because this City Council cannot itself as advantageously, expeditiously or conveniently exercise such authority and make such specific determinations. Thus, authority is granted to the Mayor or Authorized Officer to (i) determine to sell one or more series of Midway Bonds at one or more times, as and to the extent the Authorized Officer determines that such sale or sales is desirable and in the financial interest of the City and Midway Airport, (ii) determine which Midway Outstanding Airport Obligations will be refunded by the Refunding Midway Bonds, and (iii) determine to transfer, modify or terminate such swap agreement as provided in Section 8.2(d) above and to pay such amounts in respect of such transfer, modification or termination, all as and to the extent that such officer determines is desirable and in the financial interest of the City and Midway Airport.

Section 8.3. Forms of Documents. There have been presented to this City Council forms of the following documents:

- a) *form of Midway Second/Senior Lien Supplemental Indenture (Exhibit 8-A);*
- and
- b) *form of Midway Amended and Restated Senior Lien Indenture (Exhibit 8-B).*

Section 8.4. Definitions. Terms used in this Article 8 and not otherwise defined herein, in the preambles to this Ordinance or in Section 1.2 hereof shall have the meanings assigned in the Midway Second Lien Master Indenture or the Midway Amended and Restated Senior Lien Indenture, as appropriate. In addition, unless the context shall otherwise require, the following words and terms shall have the following respective meanings:

"Midway Amended and Restated Senior Lien Indenture" means the Amended and Restated Senior Lien Master Indenture Securing Chicago Midway Airport Revenue Bonds, from the City to the Midway Second Lien Trustee that is to amend and restate the Midway Second Lien Master Indenture on the Midway Lien Defeasance Date, as the same from time to time may be amended or supplemented by Midway Supplemental Indentures executed and delivered in accordance with the provisions thereof.

"Midway First Lien Master Indenture" means the Master Indenture of Trust Securing Chicago Midway Airport Revenue Bonds, dated as of April 1, 1994, from the City to the Midway First Lien Trustee, as amended and supplemented.

"Midway First Lien Trustee" means The Bank of New York Mellon Trust Company, N.A. (as

successor in trust to American National Bank and Trust Company of Chicago), as Trustee under the Midway First Lien Master Indenture, and its successors.

"Midway Lien Defeasance Date" means the date that the pledge of Revenues under the First Lien Master Indenture is discharged and satisfied in accordance with the terms of the First Lien Master Indenture.

"Second Lien Master Indenture" means the Master Indenture of Trust Securing Chicago Midway Airport Second Lien Obligations, dated as of September 1, 1998, from the City to the Midway Second Lien Trustee, as amended and supplemented.

"Midway Second Lien Supplemental Indenture" means the Supplemental Indenture Securing Chicago Midway Airport Second Lien Revenue Bonds from the City to the Midway Second Lien Trustee relating to the Midway Second Lien Bonds issued under this Ordinance, in the form attached hereto as Exhibit 8-A, together with such modifications and completions as may be approved by the Authorized Officer.

"Midway Second Lien Trustee" means The Bank of New York Mellon Trust Company, N.A. (as successor in trust to American National Bank and Trust Company of Chicago), as Trustee under the Midway Second Lien Master Indenture, and its successors.

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"Midway Senior Lien Supplemental Indenture" means the Supplemental Indenture Securing Chicago Midway Airport Senior Lien Revenue Bonds from the City to the Midway Second Lien Trustee relating to the Midway Senior Lien Bonds issued under this Ordinance, in the form attached hereto as Exhibit 8-A, together with such modifications and completions as may be approved by the Authorized Officer.

"Midway Supplemental Indenture" means any or all of the Midway Second Lien Supplemental Indenture or the Midway Senior Lien Supplemental Indenture, as the context may require.

Section 8.5. Authorization of Midway Bonds, (a) The Midway Bonds are hereby authorized to be issued for the purposes described in Section 8.6 hereof, as applicable. The Midway Bonds may be issued as Midway Second Lien Bonds pursuant to the Midway Second Lien Master Indenture and one or more supplemental indentures substantially in the applicable form of the Midway Second Lien Supplemental Indenture; or as Midway Senior Lien Bonds pursuant to the Midway Amended and Restated Senior Lien Indenture and one or more supplemental indentures substantially in the applicable form of the Midway Senior Lien Supplemental Indenture; or as a combination thereof. The Midway Bonds may be issued bearing interest at a fixed or variable interest rate or rates, as more fully set forth in the related Midway Supplemental Indenture. Any limitation on the amount of Midway Bonds authorized to be issued hereunder shall be exclusive of any original issue discount or premium; provided that any original issue discount shall not exceed 15 percent of the par amount of the Midway Bonds and any original issue premium shall not exceed 30 percent of the par amount of the Midway Bonds and provided further that such limitation as to original issue discount or premium shall not apply to any Midway Bond issued as a capital appreciation Midway Bond. Any Midway Bonds may be issued as current interest Midway Bonds, as capital appreciation Midway Bonds or as capital appreciation Midway Bonds that



convert to current interest Midway Bonds at a future date after their issuance.

b) The Midway Bonds shall mature not later than January 1, 2063, and shall bear interest as provided in the Midway Second Lien Master Indenture or the Midway Amended and Restated Senior Lien Indenture, as appropriate, and the related Midway Supplemental Indenture at a rate or rates not in excess of 10 percent per annum. Each series of Midway Bonds may be subject to mandatory redemption (pursuant to the application of Sinking Fund Payments), optional redemption and extraordinary (mandatory or optional) redemption upon the terms and conditions set forth in the Midway Second Lien Master Indenture or the Midway Amended and Restated Senior Lien Indenture, as appropriate, and the related Midway Supplemental Indenture.

c) The Midway Bonds shall be entitled "Chicago Midway Airport Revenue Bonds" and may be issued in one or more separate series, appropriately designated to indicate the year, their lien status, the purpose of issuance and order of their issuance. Each Midway Bond shall be issued in fully registered form and in the denominations set forth in the related Midway Supplemental Indenture; and shall be dated and numbered and further designated and identified as provided in the Midway Second Lien Master Indenture or the Midway Amended and Restated Senior Lien Indenture, as appropriate, and the related Midway Supplemental Indenture.

d) Principal of and premium, if any, on the Midway Bonds shall be payable at the corporate trust office of the Midway Second Lien Trustee or any Paying Agent as provided in the

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Midway Second Lien Master Indenture or the Midway Amended and Restated Senior Lien Indenture, as appropriate, and related Midway Supplemental Indenture. Payment of interest on the Midway Bonds shall be made to the registered owner and shall be paid by check or draft of the Midway Second Lien Trustee, as appropriate, mailed to the registered owner at such registered owner's address as it appears on the registration books of the City kept by the Midway Second Lien Trustee, as appropriate, or at such other address as is furnished to the Midway Second Lien Trustee, as appropriate, in writing by such registered owner, or by wire transfer as further provided in the Midway Second Lien Master Indenture or the Midway Amended and Restated Senior Lien Indenture, as appropriate, and related Midway Supplemental Indenture.

(e) Subject to the limitations set forth in this Section, authority is hereby delegated to the Mayor or the Authorized Officer to determine the aggregate principal amount of the Midway Bonds to be issued (subject to the limitations specified in Section 8.1 hereof), the date thereof, the maturities thereof, any provisions for mandatory sinking fund redemption or optional redemption or extraordinary redemption thereof (which optional redemption or extraordinary redemption shall be at Redemption Prices not exceeding 125 percent of the principal amount of the Midway Bonds to be so redeemed, plus accrued interest; provided, however that to the extent that the Midway Bonds are issued as bonds the interest on which is includable in gross income for federal income tax purposes, such Redemption Price may exceed 125 percent and may be expressed as a "make whole" amount or similar calculation or formula as shall be determined by the Mayor or the Authorized Officer), the schedule of Sinking Fund Payments, if any, to be applied to the mandatory redemption thereof (which mandatory redemption shall be at a redemption price equal to the principal amount of each Midway Bond to be redeemed, without premium, plus accrued interest), the rate or rates of interest payable thereon and the first interest payment date thereof and, in the case of Refunding Midway Bonds, the series, maturities and principal amounts of the Midway Outstanding Airport Obligations to be refunded.

Section 8.6. Purposes of Midway Bonds, (a) The Midway Bonds may be issued for any or all of the

following purposes, as determined by the Authorized Officer at the time of the sale of the Midway Bonds:

- i) the payment, or the reimbursement for the payment, of costs of one or more Midway Airport Projects;
- ii) the payment or retirement at or prior to maturity of all or any portion of the Midway Outstanding Airport Obligations;
- iii) the payment of any amounts in respect of the transfer, modification or termination of any swap agreement with respect to any Midway Outstanding Airport Obligations to be refunded by the Refunding Midway Bonds (or with respect to any other Midway Outstanding Airport Obligations);
- iv) with respect to the Midway Bonds or any other series of bonds previously issued pursuant to the Midway First Lien Master Indenture or the Midway Second Lien Master Indenture, the funding of capitalized interest, the funding of required coverage amounts, and funding of deposits into a program fee account, a debt service reserve account and such other accounts and subaccounts (including capitalized interest accounts, if

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appropriate) as may be provided for in the Midway First Lien Master Indenture, the Midway Second Lien Master Indenture or the Midway Amended and Restated Senior Lien Indenture, as appropriate, and the Midway Supplemental Indenture relating to such series; and

- (v) the payment of Costs of Issuance of the Midway Bonds.

(b) The proceeds of each series of Midway Bonds shall be applied for the purposes set forth above in the manner and in the amounts specified in a Certificate of an Authorized Officer (as defined in the Midway Second Lien Master Indenture or the Midway Amended and Restated Senior Lien Indenture, as appropriate) delivered in connection with the issuance of such series pursuant to the Midway Second Lien Master Indenture or the Midway Amended and Restated Senior Lien Indenture, as appropriate, or the related Midway Supplemental Indenture.

Section 8.7. Pledge of Revenues for Midway Bonds. The Midway Bonds, together with interest thereon, shall be limited obligations of the City secured by and payable from Revenues of Midway Airport as provided in the Midway Second Lien Master Indenture or the Midway Amended and Restated Senior Lien Indenture, as appropriate, and related Midway Supplemental Indenture, and shall be valid claims of the registered owners thereof only against the funds and assets and other money held by the applicable Midway Trustee with respect thereto. The Midway Bonds and the obligation to pay interest thereon do not now and shall never constitute an indebtedness or a loan of credit of the City, or a charge against its general credit or taxing powers, within the meaning of any constitutional or statutory limitation of the State.

Section 8.8. Approval of Midway Second Lien Supplemental Indenture. The form of ' Midway Second Lien Supplemental Indenture attached hereto is hereby approved in all respects. The Mayor or the Authorized Officer is hereby authorized, with respect to each applicable series of Midway Second Lien Bonds, to execute and deliver a Midway Supplemental Indenture in substantially the form of the Midway Second Lien Supplemental Indenture attached hereto as Exhibit 8-A for and on behalf of the City, and the City Clerk is

hereby authorized to attest the same and to affix thereto the corporate seal of the City or a facsimile thereof. Each such Midway Supplemental Indenture may contain such changes or revisions consistent with the purposes and intent of this Article 8 as shall be approved by the Mayor or the Authorized Officer, the execution and delivery thereof to constitute conclusive evidence of this City Council's approval of any and all changes or revisions therein.

**Section 8.9. Approval of Midway Amended and Restated Senior Lien Indenture and Midway Supplemental Indenture; Approval of Additional Amendments.**

(a) The Mayor or the Authorized Officer is hereby authorized to execute and deliver the Midway Amended and Restated Senior Lien Indenture in substantially the form of the Midway-Amended and Restated Senior Lien Indenture attached hereto as Exhibit 8-B for and on behalf of the City, and the City Clerk is hereby authorized to attest the same and to affix thereto the corporate seal of the City or a facsimile thereof. The Mayor or the Authorized Officer is hereby authorized to execute and deliver any Midway Senior Lien Supplemental Indenture in substantially the form of the Midway Senior Lien Supplemental Indenture attached hereto as Exhibit 8-A (with appropriate modifications) for and on behalf of the City, and the City Clerk is hereby authorized

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to attest the same and to affix thereto the corporate seal of the City or a facsimile thereof. Each of such Midway Amended and Restated Senior Lien Indenture and such Midway Senior Lien Supplemental Indenture may contain such changes or revisions consistent with the purposes and intent of this Article 8 as shall be approved by the Mayor or the Authorized Officer, the execution and delivery thereof to constitute conclusive evidence of this City Council's approval of any and all changes or revisions therein.

b) The Midway Amended and Restated Senior Lien Indenture, when executed, will constitute an amendment and restatement of the Midway Second Lien Master Indenture and shall be deemed to replace the Midway Second Lien Master Indenture as of the Midway Lien Defeasance Date. All of the "Second Lien Bonds" and "Second Lien Obligations" outstanding under the Midway Second Lien Master Indenture shall thereafter constitute "Senior Lien Bonds" or "Senior Lien Obligations" under the Midway Amended and Restated Senior Lien Indenture. In connection with the replacement of the Midway Second Lien Master Indenture and the effectiveness of the Midway Amended and Restated Senior Lien Indenture, the Mayor or the Authorized Officer is hereby authorized to execute and deliver such amendatory Midway Supplemental Indentures providing for amendments and restatements of existing Midway Supplemental Indentures as may be required or helpful to conform such existing Midway Supplemental Indentures to the terms and conditions of the Midway Amended and Restated Senior Lien Indenture. The City Clerk is hereby authorized to attest any such amendatory Midway Supplemental Indentures and to affix thereto the corporate seal of the City or a facsimile thereof.

c) The Mayor or the Authorized Officer is hereby authorized to amend the terms of the Midway Second Lien Master Indenture or the Midway Amended and Restated Senior Lien Indenture (either via the terms of the Midway Amended and Restated Senior Lien Indenture or via a subsequent amendatory Midway Supplemental Indenture) (i) to provide for monthly deposits of Revenues with respect to Midway Second Lien Obligations or Midway Senior Lien Obligations, as applicable, bearing interest at variable rates, (ii) to adjust the required coverage for purposes of the rate covenant and additional bonds test with respect to Midway

Second Lien Obligations or Midway Senior Lien Obligations, as applicable, to an amount not less than 1.10 and not more than 1.25 (including adjustments to cause different required coverage amounts to apply to specific years), (iii) to provide for the determination, for purposes of annual debt service requirements, of assumed interest accruing on Midway Second Lien Obligations or Midway Senior Lien Obligations, as applicable, bearing interest at a variable rate by reference to the municipal swap index published by the Securities Industry and Financial Markets Association (or other comparable short-term index selected by the Mayor or the Authorized Officer) plus a market-based spread, with appropriate adjustments for the tax-status of the Midway Second Lien Obligations or Midway Senior Lien Obligations, as applicable, (iv) to eliminate or modify deposit requirements for certain funds in the Midway Second Lien Indenture or the Midway Senior Lien Indenture as may be deemed necessary or desirable by the Mayor or the Authorized Officer, and (v) to make conforming modifications to the definitions of "Revenues" and "Operation and Maintenance Expenses" as shown in the Midway Amended and Restated Senior Lien Indenture. The execution and delivery of the Midway Amended and Restated Senior Lien Indenture containing any such amendment or an amendatory Midway Supplemental Indenture, as applicable, shall constitute conclusive evidence of this City Council's approval of such Midway Amended and Restated Senior Lien Indenture or amendatory Midway Supplemental Indenture. The City Clerk is hereby

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authorized to attest any such Midway Amended and Restated Senior Lien Indenture or amendatory Midway Supplemental Indentures and to affix thereto the corporate seal of the City or a facsimile thereof.

Section 8.10. Qualified Investments or Qualified Reserve Account Credit Instruments. The Authorized Officer is authorized to arrange for the provision of one or more Qualified Reserve Account Credit Instruments (defined in the Midway Second Lien Master Indenture) or comparable instrument permitted under the Midway Amended and Restated Senior Lien Indenture as security for all or a portion of the Midway Bonds, as applicable, if the Authorized Officer determines that it would be in the financial interest of the City and Midway Airport. The Authorized Officer is also authorized to sell or liquidate any Qualified Investments or Qualified Reserve Account Credit Instruments previously executed and currently in effect with respect to any Midway Outstanding Airport Obligations to be refunded by the Refunding Midway Bonds and to apply amounts received in respect of such sale or liquidation, all as the Authorized Officer determines such to be in the financial interest of the City and Midway Airport.

**Section 8.11. Sale of Midway Bonds.**

- (a) Subject to the limitations contained in this Article 8, authority is hereby delegated to the Mayor or the Authorized Officer to sell the Midway Bonds in one or more series from time to time (i) to an underwriter or a group of underwriters (the "Midway Underwriters") to be designated by the Authorized Officer with respect to one or more series of the Midway Bonds pursuant to one or more separate contracts of purchase (each a "Midway Bond Purchase Agreement") between the Midway Underwriters and the City or (ii) in a private placement with an

individual investor or group of investors to be designated by the Authorized Officer (the "Midway Placement Purchasers") with respect to one or more series of the Midway Bonds pursuant to one or more separate placement agreements between the Midway Placement Purchasers and the City or other similar agreement for the sale and purchase of the Midway Bonds or (iii) to one or more banks or financial institutions (each a "Midway Credit Provider" and together with the Midway Underwriters and the Midway Placement Purchasers, a "Midway Purchaser") providing a direct loan(s) or line(s) of credit pursuant to a loan agreement (each a "Midway Loan Agreement" and together with the Midway Bond Purchase Agreement and the Midway Placement Agreement, a "Midway Purchase and Sale Agreement"); provided that the aggregate purchase price of each series of Midway Bonds shall not be less than 85 percent of the principal amount thereof to be issued (less any original issue discount which may be used in the marketing thereof) plus accrued interest thereon from their date to the date of delivery thereof and payment thereof. Any Midway Bonds authorized to be issued pursuant to this Article 8 may be sold with a delayed delivery date, if determined by the Authorized Officer to be beneficial to the City and Midway Airport. In addition, all or a portion of the Midway Bonds may be issued as bonds the interest on which will be includable in the gross income of the owners thereof for federal income tax purposes under the Code if determined by the Authorized Officer to be beneficial to the City and Midway Airport.

(b) The Mayor or the Authorized Officer, with the concurrence of the Chairman of the Finance Committee, is hereby authorized and directed to execute and deliver one or more Midway Purchase and Sale Agreements relating to the Midway Bonds, which (i) in the case of a Midway-Bond Purchase Agreement shall be in substantially the form used in previous sales of airport bonds by the City and (ii) in the case of a Midway Placement Agreement (or Midway Loan Agreement)

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shall contain terms and provisions no less favorable to the City as those contained in a Midway Bond Purchase Agreement, and in any case, together with such changes thereto and modifications thereof as shall be approved

by the Mayor or the Authorized Officer, as the case may be, subject to the limitations contained in this Article 8, the execution and delivery thereof to constitute conclusive evidence of this City Council's approval of such changes and modifications.

c) To evidence the exercise of the authority delegated to the Mayor or the Authorized Officer by this Article 8, the Mayor or the Authorized Officer, as the case may be, is hereby directed to execute and file with the City Clerk in connection with the sale of Midway Bonds a certificate setting forth the determinations made pursuant to the authority granted herein, which certificate shall constitute conclusive evidence of the proper exercise by them of such authority. Upon the filing of such certificate, the Mayor or Authorized Officer shall also file with the City Clerk one copy of each official statement or private placement memorandum and executed Midway Purchase and Sale Agreement in connection with the Midway Bonds. Each filing, shall be made as soon as reasonably practicable subsequent to the delivery of the related Midway Bonds. The City Clerk shall direct copies of such filings to the City Council. Subsequent to the issuance of any series of Midway Bonds, an Authorized Officer shall report at the next meeting of the Finance Committee occurring not less than 15 days following the date of issuance of such Midway Bonds regarding the matters described in this paragraph.

d) The Authorized Officer is hereby authorized to cause to be prepared the form or forms of preliminary official statement or private placement memorandum (or other disclosure document) describing the Midway Bonds. Each preliminary official statement or private placement memorandum (or other disclosure document) shall be in substantially the format of the disclosure documents used in connection with previous sales of airport revenue bonds by the City, together with such changes thereto and modifications thereof as shall be approved by the Authorized Officer. The distribution of each preliminary official statement to prospective purchasers and the use thereof by the Midway Underwriters in connection with the offering of the Midway Bonds are hereby authorized and approved. The Mayor or the Authorized Officer is hereby authorized to permit the distribution of a final official statement, in substantially the form of each preliminary official statement, with such changes, insertions and revisions thereto and completions thereof as the Mayor or the Authorized Officer shall deem advisable, and the Mayor or the Authorized Officer is authorized to execute and deliver each such final official statement to the Midway Underwriters in the name and on behalf of the City, the execution of such final official statement to constitute conclusive evidence of this City Council's approval of such changes and completions. In connection with a private placement sale of the Midway Bonds (or the sale of Midway Bonds pursuant to a direct loan or line of credit), the Mayor or the Authorized Officer is authorized to provide to prospective Midway Placement Purchasers (or Midway Credit Providers) such information regarding the City's and Midway Airport's operations and finances as would typically be included in an official statement or private placement memorandum and to enter into such discussions and negotiations with such prospective Midway Placement Purchasers (or Midway Credit Providers) as the Authorized Officer shall deem appropriate.

e) If determined by the Authorized Officer to be in the financial interest of the City and Midway Airport, the Authorized Officer is authorized to procure one or more municipal bond insurance policies from one or more bond insurers selected by the Authorized Officer covering all or a portion of the Midway Bonds, and in connection therewith to execute and deliver all necessary

documents and instruments. In connection with the procurement of a municipal bond insurance policy, the Authorized Officer is hereby authorized to execute and deliver such agreements with the bond insurer that is obligated under the bond insurance policy as the Authorized Officer shall determine to be necessary or desirable. Such agreements may contain provisions for the reimbursement by the City of advances made under

the policy, including the payment of interest on unpaid advances, the payment of the expenses of such bond insurer and provisions for the indemnification of such bond insurer.

(0 The Authorized Officer is hereby authorized to execute and deliver one or more Continuing Disclosure Undertakings evidencing the City's agreement with respect to a series of Midway Bonds to comply with the requirements of Rule 15c2-12, in a form approved by the Corporation Counsel. Upon its execution and delivery on behalf of the City as herein provided, each Continuing Disclosure Undertaking will be binding on the City, and the officers, employees and agents of the City are hereby authorized to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of such Continuing Disclosure Undertaking as executed. The Authorized Officer is hereby further authorized to amend each Continuing Disclosure Undertaking in accordance with its terms from time to time following its execution and delivery as said officer shall deem necessary. Notwithstanding any other provision of this Article 8, the sole remedies for any failure by the City to comply with any such Continuing Disclosure Undertaking shall be the ability of the beneficial owner of any Midway Bonds to which such Continuing Disclosure Undertaking relates to seek mandamus or specific performance by court order to cause the City to comply with its obligations under each applicable Continuing Disclosure Undertaking.

Section 8.12. Execution and Delivery of Midway Bonds. Pursuant to the Midway Second Lien Master Indenture or the Midway Amended and Restated Senior Lien Indenture, as appropriate, and the related Midway Supplemental Indenture, the Mayor shall execute the Midway Bonds on behalf of the City, by manual or facsimile signature, and the corporate seal of the City or a facsimile thereof shall be affixed, imprinted, engraved or otherwise reproduced on the Midway Bonds and they shall be attested by the manual or facsimile signature of the City Clerk. The Midway Bonds shall, upon such execution on behalf of the City, be delivered to the Midway Second Lien Trustee for authentication and thereupon shall be authenticated by the Midway Second Lien Trustee and shall be delivered pursuant to written order of the City authorizing and directing the delivery of the Midway Bonds to or upon the order of the Midway Purchasers pursuant to the applicable Midway Purchase and Sale Agreement.

Section 8.13. Debt Service Reserve Fund Excess. If, as a result of the issuance of the Midway Bonds, the amount held to the credit of the Debt Service Reserve Fund (or any Account therein) exceeds the amount required to be held therein under the Midway First Lien Master Indenture or the Midway Second Lien Master Indenture, as appropriate, and the related Midway Supplemental Indenture, such excess may be applied as directed by the Authorized Officer consistent with the provisions and requirements of the Midway First Lien Master Indenture or the Midway Second Lien Master Indenture, as applicable, and the related Midway Supplemental Indenture. Such application may include, without limitation, a transfer for the purpose of paying the cost of, or reimbursing the City for the payment of the cost of. Midway Airport Projects, including, without limitation, payment of capitalized interest on Midway Outstanding Airport Obligations.

Section 8.14. Tax Covenant. The City covenants to take any action required by the provisions of Section 148(0 of the Code in order to assure compliance with Section 412 of the Midway Second Lien Master Indenture or a corresponding provision of the Midway Amended and Restated Senior Lien Indenture.

Section 8.15. Public Flearing. The Mayor is hereby authorized and directed to cause the publication of notice for and the holding of any public hearing, as and to the extent required under Section 147(0 of the Code in connection with the proposed issuance of the Midway Bonds. The City Council hereby directs that no Midway Bonds shall be issued unless and until the requirements of said Section 147(0, if applicable, including

particularly the approval requirement following such public hearing, have been fully satisfied and that no contract, agreement or commitment to issue Midway Bonds shall be executed or undertaken prior to satisfaction of the requirements of said Section 147(0),<sup>n</sup> applicable, unless the performance of said contract, agreement or commitment is expressly conditioned upon the prior satisfaction of such requirements. Any such actions taken prior to the enactment of this Ordinance are hereby ratified and confirmed. The actions, if any, of the Finance Committee with respect to the publication of notice for and the holding of a public hearing in connection with the Midway Bonds are hereby ratified and confirmed in all respects. The Mayor is hereby authorized, following the holding of such public hearing, to provide the public approval of the Midway Bonds for purposes of Section 147(0) of the Code.

Section 8.16. Existing Swap Agreements Swap Agreement Payments. If determined by the Authorized Officer to be in the financial interest of the City in the operation of Midway Airport, the Authorized Officer is authorized to (a) terminate any swap agreement previously executed and currently in effect with respect to Midway Outstanding Airport Obligations to be refunded by the Refunding Midway Bonds (or with respect to any other Midway Outstanding Airport Obligations) and pay any termination payment determined in accordance with the provisions of such swap agreement, (b) modify any such swap agreement and pay an amount determined in respect of such modification, or (c) transfer such swap agreements to the Midway Bonds and pay an amount determined in respect of such transfer.

Section 8.17. Forward Supply Contracts. If determined to be in the financial interest of the City and Midway Airport, the Authorized Officer is authorized to execute and deliver from time to time in the name and on behalf of the City one or more forward supply contracts with one or more counterparties selected by the Authorized Officer under which contracts such counterparties agree to sell to the City, and the City agrees to purchase from such counterparties, specified securities on specified dates at purchase prices established at the time of the execution and delivery of the applicable contract. The sources of funds to purchase such securities shall be amounts on hand and available in the funds and accounts created and established under the Midway Second Lien Master Indenture or the Midway Amended and Restated Senior Lien Indenture, as applicable, and the related Midway Supplemental Indenture. Under no circumstances shall any amount payable by the City under, or with respect to, any such contract constitute an indebtedness of the City for which its full faith and credit is pledged, but such amounts shall be payable solely from legally available funds of Midway Airport.

Section 8.18. Redemption, Purchase and Tender. The Mayor or the Authorized Officer is authorized to direct that the Midway Outstanding Airport Obligations to be redeemed be called

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for redemption prior to maturity (or purchased in lieu of redemption), to select the particular maturity or maturities of the Midway Outstanding Airport Obligations to be redeemed and to select the redemption date or dates or purchase date or dates for the Midway Outstanding Airport Obligations to be redeemed or purchased. The Mayor or the Authorized Officer is authorized (a) (i) to tender for Midway Outstanding Airport Obligations by direct tender or by open market tender, at such tender prices and on such tender payment dates, as shall be determined by the Mayor or the Authorized Officer or (ii) enter into a transaction involving the exchange of Outstanding Midway Airport Obligations for any Midway Bonds (a "Midway Exchange Transaction") and (b) on behalf of the City to enter into such agreements with bondholders and financial institutions and otherwise do, or cause to be done, all things necessary or desirable to accomplish the redemption, purchase, tender for purchase of or Midway Exchange Transaction in respect of Midway Outstanding Airport Obligations.



Section 8.19. Escrow Deposit Agreements. As and to the extent required to provide for the payment, redemption or defeasance of Midway Outstanding Airport Obligations, the Mayor or the Authorized Officer of the City is hereby authorized to execute and deliver for and on behalf of the City one or more escrow deposit agreements in substantially the form of escrow deposit agreements previously used for such purpose by the City, together with such changes thereto and modifications thereof as shall be approved by the Mayor or the Authorized Officer, as the case may be, the execution and delivery thereof to constitute conclusive evidence of this City Council's approval of such changes and modifications.

Section 8.20. Performance Provisions. The Mayor, the Authorized Officer, the Commissioner and the City Clerk for and on behalf of the City shall be, and each of them hereby is, authorized and directed to do any and all things necessary to effect the performance of all obligations of the City under and pursuant to this Article 8, the Midway Second Lien Master Indenture, the Midway Amended and Restated Senior Lien Indenture and any Midway Supplemental Indenture and the performance of all other acts of whatever nature necessary to effect and carry out the authority conferred by this Article 8, the Midway Second Lien Master Indenture, the Midway Amended and Restated Senior Lien Indenture and any Midway Supplemental Indenture, including but not limited to, the exercise or performance following the delivery date of any of the Midway Bonds of any power, authority or duty delegated to the City or such official of the City under this Article 8, the Midway Second Lien Master Indenture, the Midway Amended and Restated Senior Lien Indenture or any Supplemental Indenture with respect to the Midway Bonds upon the initial issuance thereof or any other documents authorized hereunder, but subject to any limitations on or restrictions of such power or authority as herein or in the Second Lien Master Indenture, the Amended and Restated Senior Lien Indenture or any Supplemental Indenture set forth. The Mayor, the Authorized Officer, the Commissioner, the City Clerk and other officers, agents and employees of the City are hereby further authorized, empowered and directed for and on behalf of the City, to execute and deliver all papers, documents, certificates and other instruments that may be required to carry out the authority conferred by this Article 8, the Midway Second Lien Master Indenture, the Midway Amended and Restated Senior Lien Indenture and any Midway Supplemental Indenture or to evidence said authority.

Section 8.21. Proxies. The Mayor and the Authorized Officer may each designate another to act as their respective proxy and to affix their respective signatures to, in the case of the Mayor, each Midway Bond, whether in temporary or definitive form, and to any other instrument.

certificate or document required to be signed by the Mayor or the Authorized Officer pursuant to this Article 8, the Midway Second Lien Master Indenture, the Midway Amended and Restated Senior Lien Indenture and any Midway Supplemental Indenture. In each case, each shall send to the City Council written notice of the person so designated by each, such notice stating the name of the person so selected and identifying the instruments, certificates and documents which such person shall be authorized to sign as proxy for the Mayor and the Authorized Officer, respectively. A written signature of the Mayor or the Authorized Officer, respectively, executed by the person so designated underneath, shall be attached to each notice. Each notice, with signatures attached, shall be recorded in the Journal and filed with the City Clerk. When the signature of the Mayor is placed on an instrument, certificate or document at the direction of the Mayor in the specified manner, the same, in all respects, shall be as binding on the City as if signed by the Mayor in person. When the signature of the Authorized Officer is so affixed to an instrument, certificate or document at the direction of the Authorized Officer, the same, in all respects, shall be binding on the City as if signed by the Authorized Officer in person.

## ARTICLE 9 - ENACTMENT

Section 9.1. Construction. Pursuant to the home rule powers of the City, to the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago (the "Municipal Code") or part thereof, is in conflict with or inconsistent with the provisions of this Ordinance, the provisions of this Ordinance shall be controlling. If any article, part, section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such article, part, section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance. No provision of the Municipal Code or violation of any provision of the Municipal Code shall be deemed to render voidable at the option of the City any document, instrument or agreement authorized under this Ordinance or to impair the validity of this Ordinance or the instruments authorized by this Ordinance; provided further that the foregoing shall not be deemed to affect the availability of any other remedy or penalty for any violation of any provision of the Municipal Code. The documents, agreements and instruments authorized under this Ordinance shall not be deemed to be "city contracts" for the purposes of Section 11-4-1600(e) of the Municipal Code.

Section 9.2. Additional Authorization. The Mayor, the Authorized Officers and the City Clerk, for and on behalf of the City shall be, and each of them hereby is, authorized and directed to do any and all things necessary to effect the performance of all obligations of the City under and pursuant to this Ordinance and are hereby further authorized, empowered and directed for and on behalf of the City, to execute and deliver all papers, documents, certificates and other instruments that may be required to carry out the authority conferred by this Ordinance or to evidence said authority.

Section 9.3. Pamphlet Publication. This Ordinance shall be published by the City Clerk, by causing to be printed in special pamphlet form at least five copies hereof, which copies are to be made available in the office of the City Clerk for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this Ordinance.

Section 9.4. Title. This Ordinance may hereafter be cited as the "2021 Omnibus Borrowing Ordinance."

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Section 9.5. Effective Date. This Ordinance shall be in full force and effect upon its passage, approval and publication as provided herein.

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**EXHIBIT 3-A**  
**Chicago Recovery Plan Investment Breakdown - Bond-funded Initiatives**

		<b>Total</b>
<b>Affordable Housing</b>		<b>157.4</b>
Program	Description	<b>BOND</b>
Development of Mixed-use	Create mixed-use, multi-family neighborhoods hardest-hit by investment and incentives pr	75.1
Household lead abatement program	Funding to remove lead and health outcomes in homes w	<b>47.3</b>
Owner-occupied repair grant	Provide forgivable loans and rehab and repair services the homes	18.0
Acquisition rehab program for buildings	identify and restore troubled buildings in priority neighborhoods to s	12.0

Direct homebuyer assistance Program to provide forgivable  
neighborhoods most acutely  
to expand homeownership

**BOND**

**Assistance to Families 31.0**

Program Description **BOND**

Increasing access to broadband: Expand Chicago Connected 18.0  
connection broadband, which leverage C  
affordability and accessibility

Water reconnection program Complete plumbing and water 13.0  
households unable to make i  
municipal water source

| **BOND** |

**City Priorities for Health and Wellness** Description

Gender-based violence reduction Assist survivors of gender-based violence through emergency 5.0  
funds, legal assistance, prevention education, housing and other  
care coordination services

**BOND**

**Environmental Justice Initiatives 77.8**

Program Description **BOND**

Tree canopy equity Expand canopy coverage by 15k trees 46.0  
maintenance

Neighborhood climate Expand green infrastructure and install 25.8  
communities; Build 20 Space to Grow p  
organic learning opportunities for local y

Environmental Revi Provide environmental assessments, s 6.0

**BOND**

**Homelessness Support Services 85.0**

Program Description **BOND**

Permanent supportive housing Create new units for permanent 35.0  
rehabilitated housing buildings

Non-congregate housing program Acquisition of former hotel and 30.0  
supportive housing

Shelter infrastructure investment Repair and critical renovation pr 20.0  
including conversion into non-co

**BOND**

**Community Climate Investments 101.3**

Program Description **BOND**

Climate-related infrastr Expand trail networks, create new waste div 60.3  
infrastructure, mitigate waterway pollution, a

Energy efficiency and Create energy investments in low and mode 41.0  
advance climate justicand renewable energy projects to cornerstor  
environmental and economic sustainability; |

**BOND**

**[Community Development 136.0**

Program Description **BOND**

Vacant lot reduction strategy Reactivate vacant city-owned lai 82.0  
streamlining environmental revie  
neighborhood residents for comr

Vacant buildings rehabilitation pi Rehabilitate vacant commercial 54.0  
corridors for use by residents an  
identified as key violence reducti

<b>City Infrastructure &amp; Parks</b>		<b>50.6</b>	<b>BOND</b>
<b>Program</b>	<b>Description</b>		<b>BOND</b>
Neighborhood parks	Investments in neighborhood park improvement	27.6	
Updates to City digital	Investments in IT and digital service delivery impacts exacerbated by the pandemic	15.0	
Park infrastructure im	Investment in public broadband network at f	8.0	

<b>Small Business and Workforce Support</b>	<b>Description</b>		<b>  BOND  </b>
Commercial corridors and responsive neighborhood activation investments	Provide grants and business support services to revitalize commercial corridors, support new small business owners, local artists involved in beautification projects; also includes community programs to drive local participation in the planning process and workforce participation in community-driven development projects	16.0	

### Exhibit 3-B

#### RECOVERY TRUST INDENTURE

##### Recovery Trust Indenture

by and between

City of Chicago

and

as Trustee

Securing

City of Chicago General Obligation Bonds (Chicago Recovery Plan), Series

Dated as of \_\_\_\_\_, 20

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Recovery Trust Indenture

This Recovery Trust Indenture, made and entered into as of \_\_\_\_\_, 20\_\_\_\_ (this "Indenture"), by and between the CITY OF CHICAGO (the "City"), a municipal corporation and home rule unit of local government duly organized and existing under the Constitution and laws of the State of Illinois, and \_\_\_\_\_, \_\_\_\_\_ (the "Trustee"), an Illinois banking corporation with trust powers, having a corporate trust office located in the City of Chicago, Illinois, duly organized, validly existing and authorized to accept and execute trusts of the character herein set out under and by virtue of the laws of the United States of America,

WITNESSETH:

*Whereas, pursuant to an ordinance duly adopted by the City Council of the City (the "City Council") on \_\_\_\_\_, 2021 (the "Bond Ordinance ") the City duly authorized the issuance and sale of its General Obligation Bonds (Chicago Recovery Plan), Series \_\_\_\_\_ (the "Recovery Bonds") in order to provide the funds, together with other available funds, including proceeds of other general obligation bonds, for the purposes of (A) (i) paying costs of the Recovery Purposes described in the Bond Ordinance, (ii) capitalizing or funding such interest on the Recovery Bonds as may be necessary, (iii) paying costs of credit enhancements, and (iv) paying expenses incidental to the issuance of the Recovery Bonds and (B) refinancing Recovery Line of Credit Indebtedness relating to interim financing for Recovery Purposes; and*

Whereas, by virtue of Article VII of the Illinois Constitution of 1970 and pursuant to the Bond Ordinance, the City is authorized to issue the Recovery Bonds, enter into this Indenture and to do or cause to be done all the acts and things herein provided or required to be done; and

Whereas, the execution and delivery of the Recovery Bonds and of this Indenture have in all respects been duly authorized and all things necessary to make such Recovery Bonds, when executed by the City and authenticated by the Trustee, the legal, valid and binding obligations of the City and to make this Indenture a legal, valid and binding agreement, have been done; and

Whereas, the Recovery Bonds, and the Trustee's Certificate of Authentication to be endorsed on such Recovery Bonds, shall be substantially in the form attached hereto as Exhibit A, with necessary and appropriate variations, omissions and insertions as permitted or required by this Indenture and the Bond Ordinance;

Now, Therefore, This Indenture Witnesseth:

Granting Clauses

That the City, in consideration of the premises and the acceptance by the Trustee of the trusts hereby created, and of the purchase and acceptance of the Recovery Bonds by the Registered Owners thereof, and of the sum of one dollar, lawful money of the United States of America, to it duly paid by the Trustee at or before the execution and delivery of these presents, and for other good and valuable consideration, the receipt

and sufficiency of which are hereby acknowledged, to secure the payment of the principal of, premium, if any, and interest on the Recovery Bonds according to their tenor and effect, and to secure the performance and observance by the City of

all the covenants expressed or implied herein and in the Recovery Bonds, does hereby assign and grant a security interest in and to the following to the Trustee, and its successors in trust and assigns forever, for the securing of the performance of the obligations of the City hereinafter set forth (the "Trust Estate"):

#### Granting Clause First

Any moneys, revenues, receipts, income, assets or funds of the City legally available for such purposes, all to the extent provided in this Indenture, including, but not limited to, the proceeds of a direct annual tax levied by the City in the Bond Ordinance upon all taxable property in the City;

#### Granting Clause Second

All moneys and securities from time to time held by the Trustee under the terms of this Indenture, except for moneys deposited with or paid to the Trustee and held in trust hereunder for the redemption of Recovery Bonds, notice of the redemption of which has been duly given; and

#### Granting Clause Third

Any and all other property, rights and interests of every kind and nature from time to time hereafter by delivery or by writing of any kind granted, bargained, sold, alienated, demised, released, conveyed, assigned, transferred, mortgaged, pledged, hypothecated or otherwise subjected hereto, as and for additional security hereunder by the City or by any other person on its behalf or with its written consent to the Trustee, and the Trustee is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof;

To Have and To Hold all and singular the Trust Estate, whether now owned or hereafter acquired, unto the Trustee and its successors in said trust and assigns forever;

In Trust, Nevertheless, upon the terms and trusts herein set forth for the equal and proportionate benefit, security and protection of all present and future Registered Owners of the Recovery Bonds, without privilege, priority or distinction as to the lien or otherwise of any of the foregoing over any other of the foregoing, except to the extent herein otherwise specifically provided;

Provided, However, that if the City, its successors or assigns shall well and truly pay, or cause to be paid, the principal of, premium, if any, and interest on the Recovery Bonds, at the times and in the manner set forth therein according to the true intent and meaning thereof, and shall cause the payments to be made on the Recovery Bonds as required herein, or shall provide, as permitted hereby, for the payment thereof, and shall well and truly cause to be kept, performed and observed all of its covenants and conditions pursuant to the terms of this Indenture, and shall pay or cause to be paid to the Trustee all sums of money due or to become due to them in accordance with the terms and provisions hereof, then upon the final payment thereof this Indenture and the rights hereby granted shall cease, determine and be void; otherwise this Indenture shall remain in full force and effect.

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This Indenture Further WITNESSETH, and it is expressly declared, that all Recovery Bonds issued and secured hereunder are to be issued, authenticated and delivered, and all said property, rights and interests and any other amounts hereby assigned and pledged are to be dealt with and disposed of, under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as herein expressed, and the City has agreed and covenanted, and does hereby agree and covenant, with the Trustee and the respective owners of the Recovery Bonds as follows:

## Article I

### Definitions and General Matters

Section 1.0J. Definitions. All capitalized terms used herein unless otherwise defined shall have the meanings given in the recitals above and the following meanings for purposes of this Indenture:

"Authorized Denomination" means \$5,000 and any integral multiple thereof.

"Authorized Officer" means (a) the Mayor, the Chief Financial Officer, the City Comptroller or any other official of the City so designated by a Certificate signed by the Mayor or Chief Financial Officer and filed with the Trustee for so long as such designation shall be in effect, and (b) the City Clerk with respect to the certification of any ordinance or resolution of the City Council or any other document filed in his or her office.

"Beneficial Owner" means the owner of a beneficial interest in the Recovery Bonds registered in the name of Cede & Co., as nominee of DTC (or a successor securities depository or nominee for either of them).

"Bond Counsel " means one or more firms of nationally recognized Recovery Bond counsel designated by the Corporation Counsel of the City. .

"Bond Fund" means the fund of that name established and described in Section 4.03 hereof.

"Bondholder, " "holder, " or "owner of the Recovery Bonds " means the Registered Owner or Beneficial Owner of any Recovery Bond, as the case may be.

"Bond Ordinance " has the meaning given to such term in the recitals hereto.

"Bond Register" means the registration books of the City kept by the Trustee to evidence the registration and transfer of Recovery Bonds.

"Bond Year " means a 12-month period commencing on \_\_\_\_\_ 2 of each calendar year and ending on \_\_\_\_\_ 1 of the next succeeding calendar year.

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"Business Day" means any day other than (i) a Saturday or Sunday, (ii) a day on which banks located in the city where the Designated Corporate Trust Office is located are authorized or required by law to close, and (iii) a day on which The New York Stock Exchange, Inc., is closed.

"Capitalized Interest Account"<sup>1</sup> means the account of that name established within the Bond Fund, as described in Section 4.03 hereof.

"Certificate " means an instrument of the City in writing signed by an Authorized Officer. Any such instrument in writing and supporting opinions or representations, if any, may, but need not, be combined in a single instrument with any other instrument, opinion or representation, and the two or more so combined shall be read and construed so as to form a single instrument. Any such instrument may be based, insofar as it relates to legal, accounting or engineering matters, upon the opinion or representation of counsel, accountants, or engineers, respectively, unless the officer signing such instrument knows that the opinion or representation with respect to the matters upon which such instrument may be based, as aforesaid, is erroneous. The same Authorized Officer, or the same counsel or accountant or other persons, as the case may be, need not certify to all of the matters required to be certified under any provision of this Indenture or any Supplemental Indenture, but different officers, counsel, accountants or other persons may certify to different facts, respectively.

"Chief Financial Officer " means the Chief Financial Officer appointed by the Mayor, or the City Comptroller of the City at any time a vacancy exists in the office of the Chief Financial Officer.

"City" means the City of Chicago, a municipal corporation and home rule unit of local government, organized and existing under the Constitution and laws of the State.

"City Clerk " means the duly qualified and acting City Clerk of the City or any Deputy City Clerk or other person that may lawfully take a specific action or perform a specific duty prescribed for the City Clerk pursuant to the Bond Ordinance.

"City Comptroller" means the City Comptroller of the City.

"Code " means the United States Internal Revenue Code of 1986. References to the Code and to Sections of the Code shall include relevant final, temporary or proposed regulations thereunder as in effect from time to time and as applicable to obligations issued on the Date of Issuance.

"Date of Issuance" means \_\_\_\_\_, 20\_\_\_\_, the date of issuance and delivery of the Recovery Bonds to the initial purchasers thereof.

"Defeasance Obligations" means: (A) direct obligations of the United States of America; (B) obligations of agencies of the United States of America, the timely payment of principal of and interest on which are guaranteed by the United States of America; (C) obligations of the following government-sponsored agencies that are not backed by the full faith and credit of the U.S. Government: Federal Home Loan Mortgage Corp. (FHLMC) debt obligations, Farm Credit

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System (formerly: Federal Land Banks, Federal Intermediate Credit Banks, and Banks for Cooperatives) debt obligations, Federal Home Loan Banks (FHL Banks) debt obligations, Fannie Mae debt obligations, Financing Corp. (FICO) debt obligations, Resolution Funding Corp. (REFCORP) debt obligations, and U.S. Agency for International Development (U.S. A.I.D.) Guaranteed notes; (D) pre-refunded municipal obligations defined as follows: any bonds or other obligations of any state of the United States of America or of any agency, instrumentality or local governmental unit of any such state which are not callable at the option of the obligor prior to maturity or as to which irrevocable instructions have been given by the obligor to call on the date specified in the notice; or (E) instruments evidencing an ownership interest in obligations described in the preceding clauses (A), (B) and (C).

"Delivery Office" shall mean the following office of the Trustee:

*For Purposes of Notice and Presentation of Recovery Bonds for payment or transfers:*

[Address to be Inserted]

"Deposit Date" means the Business Day immediately preceding each Interest Payment Date.

"Designated Corporate Trust Office " means the corporate trust office of the Trustee located at the address of the Trustee set forth in the definition of "Delivery Office" herein, as such address may be changed from time to time by the Trustee.

"DTC" means The Depository Trust Company, New York, New York, or its nominee, and its successors and assigns, or any other depository performing similar functions.

"Federal Obligation " means any direct obligation of, or any obligation the full and timely payment of principal of and interest on which is guaranteed by, the United States of America.

"Fitch " means Fitch Ratings Inc., a corporation organized and existing under the laws of the State of Delaware, its successors and assigns, and, if such corporation shall be dissolved or liquidated, or shall no longer perform the functions of a securities rating agency, "Fitch" shall be deemed to refer to any other nationally recognized securities rating agency designated by the City by notice to the Trustee.

"Indenture " means this Indenture, as amended and/or supplemented from time to time in accordance with Article IX hereof.

"Interest Payment Date " means each \_\_\_\_\_ and \_\_\_\_\_. The initial Interest Payment Date shall be \_\_\_\_\_, 20\_\_.

"Issuance Costs" means the expenses and costs of the City with respect to the authorization, sale and delivery of the Recovery Bonds.

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"Kroll" means Kroll Bond Rating Agency, its successors and assigns, and, if Kroll shall be dissolved or liquidated or shall no longer perform the functions of a security rating agency, "Kroll" shall be deemed to refer to any other nationally recognized securities rating agency designated by the City by notice to the Trustee.

"Maturity Date " means, for the Recovery Bonds of each specified maturity, the applicable maturity date set forth in Section 2.2(a) of Part B of the Bond Ordinance.

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

"Ongoing Financing Services" means any periodic fees and expenses payable to parties involved in the provision of ongoing services relating to the Recovery Bonds, such as rating agencies and entities providing financial market information to be used in connection with the structuring and sale of the Recovery Bonds, as defined in Section 7 of the Bond Ordinance.

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

"Outstanding, " means, when used with reference to any Recovery Bonds, all of such obligations issued under this Indenture that are unpaid, provided that such term does not include:

- a) Recovery Bonds canceled at or prior to such date or delivered to or acquired by the Trustee at or prior to such date for cancellation;
- b) matured or redeemed Recovery Bonds which have not been presented for payment in accordance with the provisions of this Indenture and for the payment of which the City has deposited funds with the Trustee;
- c) Recovery Bonds for which the City has provided for payment by depositing in an irrevocable trust or escrow, cash or Defeasance Obligations, in each case, the maturing principal of and interest on which will be sufficient to pay at maturity, or if called for redemption on the applicable redemption date, the principal of, redemption premium, if any, and interest on such Recovery Bonds;
- d) Recovery Bonds in lieu of or in exchange or substitution for which other Recovery Bonds shall have been authenticated and delivered pursuant to this Indenture; and
- e) Recovery Bonds owned by the City and tendered to the Trustee for cancellation.

"Outstanding Indebtedness " has the meaning ascribed thereto in the Bond Ordinance.

"Participant, " when used with respect to any Securities Depository, means any participant of such Securities Depository.

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"Paying Agent" means the Trustee and any Paying Agent designated by the Trustee, and any successor thereto.

"Permitted Investments" means any of the following obligations or securities permitted under the laws of the State and the Municipal Code:

a) interest-bearing general obligations of the United States of America, the State or the City;

b) United States treasury bills and other non-interest bearing general obligations of the United States of America when offered for sale in the open market at a price below the face value of same, so as to afford the City a return on such investment in lieu of interest;

c) short-term discount obligations of the United States Government or United States Government agencies;

d) certificates of deposit of national banks or banks located within the City which are either (i) fully collateralized at least 110 percent by marketable United States Government securities marked to market at least monthly or (ii) secured by a corporate surety bond issued by an insurance company licensed to do business in the State and having a claims-paying rating in the top rating category as rated by a nationally recognized statistical rating organization and maintaining such rating during the term of such investment;

e) banker's acceptances of banks and commercial paper of banks whose senior obligations are rated in the top two short-term rating categories by at least two national rating agencies and maintaining such rating during the term of such investment;

f) tax-exempt securities exempt from federal arbitrage provisions applicable to investments of proceeds of the City's tax-exempt debt obligations;

g) shares of money market mutual funds registered under the Investment Company Act of 1940, which shares are registered under the Securities Act of 1933, including any such fund for which the Trustee or any of its affiliates provides any service including any service for which a fee may be paid; and

h) any other suitable investment instrument permitted by State laws and the Municipal Code governing municipal investments generally, subject to the reasonable exercise of prudence in making investments of public funds.

"Pledged Taxes" shall have the meaning given to such term in the Bond Ordinance.

"Principal and Interest Account" means the Account of that name established within the Bond Fund, as described in Section 4.03 hereof.

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"Principal and Interest Account Requirement" means an amount, equal to the total principal installment and interest due on such Recovery Bonds as of each \_\_\_\_\_ and \_\_\_\_\_ (including any mandatory redemption of the Recovery Bonds as required by Section 3.01(c) hereof), which amount shall be deposited in the Principal and Interest Account not later than the Deposit Date for such Interest Payment Date.

"Project" means the capital projects described in Section 2 of the Bond Ordinance.

"Project Costs" means the cost of (i) public right-of-way improvements in City neighborhoods, including street and alley construction and improvements, lighting improvements, sidewalk improvements and replacements, curb and gutter repairs and replacements and environmental remediation; (ii) infrastructure improvements to enhance the development, of economic activity, including industrial street construction and improvements, streetscaping, median landscaping, demolition of hazardous, vacant or dilapidated buildings that pose a threat to public safety and welfare, shoreline reconstruction, riverbank stabilization, residential and commercial infrastructure redevelopment and improvements and railroad viaduct clearance improvements; (iii) transportation improvements (to City property and facilities and to property and facilities located within the City limits which are owned by other governmental entities), including street resurfacing, bridge and freight tunnel rehabilitation, viaduct rehabilitation, traffic signal modernization, new traffic signal installation, intersection safety improvements and transit facility improvements; (iv) loans or grants to assist individuals, not-for-profit organizations, or educational or cultural institutions, or for-profit organizations, or to assist other municipal corporations, units of local government, school districts, the State or the United States of America; (v) the duly authorized acquisition of improved or unimproved real property within the City for municipal, industrial, commercial or residential purposes; (vi) the acquisition of personal property, including, but not limited to, computer hardware and software, vehicles or other capital items useful or necessary for City purposes; (vii) constructing, equipping, altering, improving and repairing various municipal facilities and the sites thereof, including fire stations, police stations, libraries, senior and health centers and other municipal facilities; and (viii) programs to enhance economic development or improve the health and welfare of City residents, including assisting persons and entities with the acquisition, construction and/or rehabilitation of property for residential, commercial or industrial purposes.

"Project Fund" means the fund of that name established and described in Section 4.04

hereof.

"Qualified Collateral" means:

- a) Federal Obligations;
- b) direct and general obligations of any state of the United States of America or any political subdivision of the State which are rated not less than "AA" or "Aa2" or their equivalents by any nationally recognized securities rating agency; and
- c) public housing bonds issued by public housing authorities and fully secured as to the payment of both principal and interest by a pledge of annual contributions under



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any annual contributions contract or contracts with the United States of America, or project notes issued by public housing authorities, or project notes issued by local public agencies, in each case fully secured as to the payment of both principal and interest by a requisition or payment agreement with the United States of America.

"Rating Agency " means any of Fitch, S&P and Kroll, or another rating agency that has a credit rating assigned to the Recovery Bonds at the request of the City.

"Record Date " means each June 15 and December 15 (whether or not a Business Day).

"Recovery Bonds " means the General Obligation Bonds (Chicago Recovery Plan), Series issued pursuant to Section 2.01 hereof.

"Recovery Line of Credit Indebtedness" means funds the City has borrowed using one or more line of credit agreements to provide funds for interim financing for Recovery Purposes.

"Redemption Price " means with respect to the Recovery Bonds, the principal amount thereof plus the applicable premium, if any, payable upon redemption thereof pursuant to the provisions of such Recovery Bonds.

"Registered Owner " or "Owner" means the person or persons in whose name or names a Bond shall be registered in the Bond Register.

"S&P" means S&P Global Ratings, a division of Standard & Poor's Financial Services LLC, its successors and assigns, and, if S&P shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "S&P" shall be deemed to refer to any other nationally recognized securities rating agency designated by the City by notice to the Trustee.

"Securities Depository" means DTC and any other securities depository registered as a clearing agency with the Securities and Exchange Commission pursuant to Section 17A of the Securities Exchange Act of 1934, as amended, and appointed as the securities depository for the Recovery Bonds.

"State " means the State of Illinois.

"Supplemental Indenture" means any indenture modifying, altering, amending, supplementing or confirming this Indenture duly entered into in accordance with the terms hereof.

"Tax Certificate " means the tax certificate of the City dated the Date of Issuance pertaining to the Recovery Bonds.

"Trust Estate" means the property conveyed to the Trustee pursuant to the Granting Clauses hereof.

"Trustee" means \_\_\_\_\_, \_\_\_\_\_, an Illinois banking

corporation with trust powers, and its successors and any entity resulting from or surviving any

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consolidation or merger to which it or its successors may be a party, and any successor trustee at the time serving as successor trustee hereunder.

Section 1.02. Authority for Indenture. This Indenture is executed and delivered by the City by virtue of and pursuant to the Bond Ordinance and as an exercise of its home rule powers. The City has ascertained and hereby determines and declares that the execution and delivery of this Indenture is necessary to meet the public purposes and obligations of the City, that each and every act, matter, thing or course of conduct as to which provision is made herein is necessary or convenient in order to carry out and effectuate such purposes of the City and to carry out its powers and is in furtherance of the public benefit, safety and welfare and that each and every covenant or agreement herein contained and made is necessary, useful or convenient in order to better secure the Recovery Bonds and are contracts or agreements necessary, useful or convenient to carry out and effectuate the corporate purposes of the City.

Section 1.03. Indenture to Constitute Contract. In consideration of the purchase and acceptance of Recovery Bonds by those who shall hold the same from time to time, the provisions of this Indenture and any Supplemental Indenture shall be a part of the contract of the City with the Owners of Recovery Bonds and shall be deemed to be and shall constitute a contract between the City, the Trustee, and the Owners from time to time of the Recovery Bonds. The City covenants and agrees with the Owners of Recovery Bonds and the Trustee that it will faithfully perform all of the covenants and agreements contained in this Indenture, in the Bond Ordinance and in the Recovery Bonds.

## Article II

### The Recovery Bonds

Section 2.01. Authority for and Issuance of Recovery Bonds. The Recovery Bonds are authorized to be issued by virtue of and pursuant to the Bond Ordinance and as an exercise by the City of its home rule powers. No Recovery Bonds may be issued under the provisions of this Indenture except in accordance with this Article. Except as provided in Section 2.07 hereof, the total principal amount of Recovery Bonds that may be issued hereunder is expressly limited to \$ .

Section 2.02. General Terms of Recovery Bonds, (a) The Recovery Bonds shall constitute a single series in the aggregate principal amount of \$ , and be designated "City of Chicago General Obligation Bonds (Chicago Recovery Plan), Series " and shall be issued as fully registered Recovery Bonds, without coupons, in Authorized Denominations substantially in the form attached as Exhibit A thereto. Unless the City shall otherwise direct, the Recovery Bonds shall be lettered and numbered from R-1 and upwards. Each Recovery Bond shall be dated the Date of Issuance and shall mature, subject to prior redemption as provided in Article III hereof, on its Maturity Date.

(b) Each Recovery Bond shall bear interest from the later of its date or the most recent Interest Payment Date to which interest has been paid or duly provided for, until the principal

amount of such Recovery Bond is paid, such interest being payable on \_\_\_\_\_ 1 and  
1 of each year, commencing on \_\_\_\_\_ . Interest on each

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Recovery Bond shall be paid to the person in whose name such Recovery Bond is registered at the close of business on the Record Date next preceding the applicable Interest Payment Date, by check or draft of the Trustee, or, at the option of any registered owner of \$1,000,000 or more in aggregate principal amount of Recovery Bonds of a series, by wire transfer of immediately available funds to such bank in the continental United States of America as the registered owner of such Recovery Bonds shall request in writing to the Trustee.

(c) The principal of the Recovery Bonds and any redemption premium shall be payable in lawful money of the United States of America which, at the respective dates of payment thereof, is legal tender for the payment of public and private debts, upon presentation and surrender thereof at the Designated Corporate Trust Office of the Trustee.

(d) The Recovery Bonds shall mature on \_\_\_\_\_ in each year shown in the following table in the respective principal amount set forth opposite each such year. The Recovery Bonds shall bear interest from and including the Date of Issuance as shown in the table below until payment of the principal or Redemption Price thereof shall have been made or provided for in accordance with the provisions hereof, whether at the applicable Maturity Date, upon redemption, or otherwise. Interest accrued on the Recovery Bonds shall be paid in arrears on each Interest Payment Date. Interest on the Recovery Bonds shall be computed upon the basis of a 360 day year consisting of twelve 30 day months.

	Year	Principal Interest
i	1} <u>Amount Rate</u>	

Section 2.03. Execution. The seal of the City or a facsimile thereof shall be affixed to or printed on each of the Recovery Bonds, and the Recovery Bonds shall be executed by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the City Clerk, and in case any officer whose signature shall appear on any Recovery Bond shall cease to be such officer before the delivery of such Recovery Bond, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

Section 2.04. Authentication. All Recovery Bonds shall have thereon a certificate of authentication substantially in the form attached hereto as part of Exhibit A duly executed by the Trustee as authenticating agent of the City and showing the date of authentication. No Recovery

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Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Indenture unless and until such certificate of authentication shall have been duly executed by the Trustee by manual signature, and such certificate of authentication upon any such Recovery Bond shall be conclusive evidence that such Recovery Bond has been authenticated and delivered under the Bond Ordinance and this Indenture. The certificate of authentication on any Recovery Bond shall be deemed to have been executed by the Trustee if signed by an authorized officer of such Trustee, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Recovery Bonds issued hereunder.

Section 2.05. Form of Recovery Bonds; Temporary Bonds. The Recovery Bonds issued under this Indenture shall be substantially in the form attached hereto as Exhibit A, with such appropriate variations, omissions and insertions as are permitted or required by the Bond Ordinance and this Indenture.

Pending preparation of definitive Recovery Bonds, or by agreement with the purchasers of the Recovery Bonds, the City may issue and, upon its request, the Trustee shall authenticate, in lieu of definitive Recovery Bonds, one or more temporary printed or typewritten Recovery Bonds in Authorized Denominations of substantially the tenor recited above. Upon request of the City, the Trustee shall authenticate definitive Recovery Bonds in exchange for and upon surrender of an equal principal amount of temporary Recovery Bonds. Until so exchanged, temporary Recovery Bonds shall have the same rights, remedies and security hereunder as definitive Recovery Bonds.

Section 2.06. Delivery of Recovery Bonds. Upon the execution and delivery of this Indenture, the City shall execute and deliver to the Trustee, and the Trustee shall authenticate, the Recovery Bonds and deliver them to the purchasers as may be directed by the City as hereinafter in this Section provided.

Prior to the delivery by the Trustee of any of the Recovery Bonds there shall be filed with the Trustee:

- 1) copies, duly certified by the City Clerk of the City, of the Bond Ordinance;
- 2) original executed counterparts of this Indenture;
- 3) an Opinion of Bond Counsel to the effect that this Indenture (i) has been duly and lawfully authorized by the City Council of the City and executed by the City in accordance with the provisions of the Bond Ordinance and (ii) will, when executed and delivered by the Trustee, be valid and binding upon the City and enforceable in accordance with its terms; and
- 4) a Certificate executed by the Chief Financial Officer stating that all conditions precedent with respect to the execution of all documents by the City relating to the Recovery Bonds have been satisfied.

Section 2.07. Mutilated, Lost, Stolen or Destroyed Recovery Bonds. If any Recovery Bond, whether in

temporary or definitive form, is lost (whether by reason of theft or otherwise).

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destroyed (whether by mutilation, damage, in whole or in part, or otherwise) or improperly cancelled, the Trustee may authenticate a new Recovery Bond of like date, maturity date, interest rate, denomination and principal amount and bearing a number not contemporaneously outstanding; provided that (i) in the case of any mutilated Recovery Bond, such mutilated Recovery Bond shall first be surrendered to the Trustee, and (ii) in the case of any lost Recovery Bond or Recovery Bond destroyed in whole, there shall be first furnished to the Trustee evidence of such loss, theft, or destruction satisfactory to the City and the Trustee, together with indemnification of the City and the Trustee, satisfactory to the Trustee. If any lost, destroyed or improperly cancelled Recovery Bond shall have matured or is about to mature, or has been called for redemption, instead of issuing a duplicate Recovery Bond, the Trustee shall pay the same without surrender thereof if there shall be first furnished to the Trustee evidence of such loss, destruction or cancellation, together with indemnity, satisfactory to it. Upon the issuance of any substitute Recovery Bond, the Trustee may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto.

All Recovery Bonds shall be owned upon the express condition that the foregoing provisions, to the extent permitted by law, are exclusive with respect to the replacement or payment of mutilated, destroyed, lost, stolen or purchased Recovery Bonds, and shall preclude any and all other rights or remedies.

Section 2.08. Transfer and Exchange of Recovery Bonds; Persons Treated as Owners. (a) Subject to the limitations contained in paragraph (c) of this Section, upon surrender for registration of transfer of any Recovery Bond at the Designated Corporate Trust Office of the Trustee, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Trustee and duly executed by the Bondholder or such Bondholder's attorney duly authorized in writing in such form and with guarantee of signature as shall be satisfactory to the Trustee, the City shall execute, and the Trustee shall authenticate and deliver, in the name of the transferee or transferees, one or more fully registered Recovery Bonds of the same interest rate and Maturity Date of Authorized Denominations, for a like principal amount bearing numbers not contemporaneously outstanding. Subject to the limitations contained in paragraph (c) of this Section, Recovery Bonds may be exchanged at the Designated Corporate Trust Office of the Trustee for a like aggregate principal amount of Recovery Bonds of the same interest rate and Maturity Date of other Authorized Denominations bearing numbers not contemporaneously outstanding.

b) No service charge shall be made for any transfer or exchange of Recovery Bonds, but the City or the Trustee may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Recovery Bonds, except that no such payment may be required in the case of the issuance of a Recovery Bond or Recovery Bonds for the unredeemed portion of the Recovery Bond surrendered for redemption.

c) The Trustee shall not be required to transfer or exchange any Recovery Bond during the period commencing on the Record Date next preceding any Interest Payment Date of such Recovery Bond and ending on such Interest Payment Date, or to transfer or exchange such Recovery Bond after the mailing of notice calling such Recovery Bond for redemption has been

made as herein provided or during the period of 15 days next preceding the giving of notice of redemption of Recovery Bonds of the same Maturity Date and interest rate.

(d) Recovery Bonds delivered upon any registration of transfer or exchange as provided herein or as provided in Section 2.07 hereof shall be valid general obligations of the City, evidencing the same debt as the Recovery Bonds surrendered, shall be secured by this Indenture and shall be entitled to all of the security and benefits hereof and of the Bond Ordinance to the same extent as the Recovery Bond surrendered. The City and the Trustee may treat the Registered Owner of any Recovery Bond as the absolute owner thereof for all purposes, whether or not such Recovery Bond shall be overdue, and shall not be bound by any notice to the contrary. All payments of or on account of the principal of, premium, if any, and interest on any such Recovery Bond as herein provided shall be made only to or upon the written order of the Registered Owner thereof or such Registered Owner's legal representative, but such registration may be changed as herein provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Recovery Bond to the extent of the sum or sums so paid.

Section 2.09. Required Information in Bond Form. On each date on which the Trustee authenticates and delivers an Recovery Bond, it shall complete the information required to be inserted by the Recovery Bond form and shall keep a record of such information.

Section 2.10. Cancellation. Any Recovery Bond surrendered for the purpose of payment or retirement, or for exchange, transfer or replacement, shall be canceled upon surrender thereof to the Trustee. If the City shall acquire any of the Recovery Bonds, the City shall deliver such Recovery Bonds to the Trustee for cancellation and the Trustee shall cancel the same. Certification of Recovery Bonds canceled by the Trustee shall be made to the City. Canceled Recovery Bonds may be destroyed by the Trustee unless instructions to the contrary are received from the City.

Section 2.11. Book Entry Provisions. The provisions of this Section shall apply as long as the Recovery Bonds are maintained in book entry form with DTC or another Securities Depository, any provisions of this Indenture to the contrary notwithstanding. Notwithstanding anything else to the contrary herein, so long as DTC is the Securities Depository, the Recovery Bonds shall be subject to the operational arrangements of DTC in effect from time to time.

(a) The Recovery Bonds shall be payable to the Securities Depository, or its nominee, as the Registered Owner of the Recovery Bonds, in same day funds on each date on which the principal of, premium, if any, and interest on the Recovery Bonds is due as set forth in this Indenture and the Recovery Bonds. Such payments shall be made to the offices of the Securities Depository specified by the Securities Depository to the City and the Trustee in writing. Without notice to or the consent of the Beneficial Owners of the Recovery Bonds, the City and the Securities Depository may agree in writing to make payments of principal and interest in a manner different from that set forth herein. If such different manner of payment is agreed upon, the City shall give the Trustee notice thereof and the Trustee shall make payments with respect to the Recovery Bonds in the manner specified in such notice. Neither the City nor the Trustee shall have any obligation with respect to the transfer or crediting of the principal of, premium, if any, and interest on the

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Recovery Bonds to Participants or the Beneficial Owners of the Recovery Bonds or their nominees.

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

c) If, following a determination or event specified in paragraph (b) of this Section, the City discontinues the maintenance of the Recovery Bonds in book entry form with the then current Securities Depository, the City will issue replacement Bonds to the replacement Securities Depository, if any, or, if no replacement Securities Depository is selected for the Recovery Bonds, directly to the Participants as shown on the records of the former Securities Depository or, to the extent requested by any Participant, to the Beneficial Owners of the Recovery Bonds shown on the records of such Participant. Any such Recovery Bonds so issued in replacement shall be in fully registered form and in Authorized Denominations, be payable as to interest on the Interest Payment Dates of the Recovery Bonds by check mailed to each Registered Owner at the address of such Registered Owner as it appears on the Bond Register or, at the option of any Registered Owner of not less than \$1,000,000 principal amount of Recovery Bonds, by wire transfer to any address in the United States of America on such Interest Payment Date to such Registered Owner as of such Record Date, if such Registered Owner provides the Trustee with written notice of such wire transfer address not later than the Record Date (which notice may provide that it will remain in effect with respect to subsequent Interest Payment Dates unless and until changed or revoked by subsequent notice). Principal and premium, if any, on the replacement Bonds are payable only upon presentation and surrender of such replacement Recovery Bond or Recovery Bonds at the Designated Corporate Trust Office of the Trustee.

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

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

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(f) As long as Cede & Co. (or such other nominee as may be requested by an authorized

representative of DTC) is the Registered Owner of the Recovery Bonds:

- i) selection of Recovery Bonds to be redeemed upon partial redemption or presentation of Recovery Bonds to the Trustee upon partial redemption, shall be deemed made when the right to exercise ownership rights in "such Recovery Bonds through DTC or DTC's Participants is transferred by DTC on its books;
- ii) any notices of the interest rate on the Recovery Bonds to be provided by the Trustee shall be provided to anyone identifying itself to the Trustee as a person entitled to exercise ownership rights with respect to such Recovery Bonds through DTC or its Participants; and
- iii) DTC may present notices, approvals, waivers or other communications required or permitted to be made by Registered Owners under this Indenture on a fractionalized basis on behalf of some or all of those persons entitled to exercise ownership rights in the Recovery Bonds through DTC or its Participants.

### Article III

#### Redemption of Recovery Bonds

Section 3.01. Redemption Terms, Dates and Prices. The Recovery Bonds shall be subject to redemption prior to their Maturity Date in the amounts, at the times and in the manner provided in this Section.

(a) **Optional Redemption.** The Recovery Bonds maturing on or after , 20 are subject to redemption at the option of the City, on any date occurring on or after , 20 , in such principal amounts and from such maturities and interest rates as the City shall determine and by lot within a single maturity and interest rate, at a Redemption Price of % of the principal amount thereof being redeemed plus accrued interest, if any, to the date of redemption.

The City is authorized to sell or waive any right the City may have to call any of the Recovery Bonds for optional redemption, in whole or in part; provided, that such sale or waiver will not adversely affect the excludability of interest on the Recovery Bonds from gross income for federal income tax purposes.

(b) *General Provisions Regarding Redemptions.*

(i) No redemption of less than all of the Recovery Bonds Outstanding shall be made pursuant to Section 3.01(a) hereof unless the aggregate principal amount of Recovery Bonds to be redeemed is equal to \$5,000 multiples. Any redemption of less than all of the Recovery Bonds Outstanding shall be made in such a manner that all Recovery Bonds Outstanding after such redemption are in Authorized Denominations. If fewer than all

Recovery Bonds Outstanding are to be optionally redeemed, the Recovery Bonds to be called shall be called from such maturities and interest rates as may be determined by an Authorized Officer.



ii) Recovery Bonds may be called for redemption by the Trustee pursuant to Sections 3.01 (a) and 3.01(c) hereof upon receipt by the Trustee at least 45 days prior to the redemption date (unless a shorter time period shall be satisfactory to the Trustee) of, in the case of a redemption pursuant to Section 3.01(a) of a written request of the City requesting such redemption, or in the case of a redemption pursuant to Section 3.01(c) in accordance with the mandatory schedule provided herein.

iii) In lieu of redeeming Recovery Bonds pursuant to Section 3.01(a) hereof, the Trustee may, at the request of the City, use such funds available hereunder for redemption of Recovery Bonds to purchase Bonds in the open market at a price not exceeding the Redemption Price then applicable hereunder. Any Recovery Bond so purchased in lieu of redemption shall be delivered to the Trustee for cancellation and shall be canceled, all as provided in Section 2.10 hereof.

*(c) Mandatory Redemption of Recovery Bonds.*

The Recovery Bonds maturing on \_\_\_\_\_, 20\_\_\_\_ are subject to mandatory redemption prior to maturity on \_\_\_\_\_ of the years and in the amounts set forth below, at a Redemption Price of \_\_\_\_\_ percent of the principal amount thereof plus accrued interest to the date fixed for redemption:

\* Final Maturity

The final maturity amount of the Recovery Bonds maturing on \_\_\_\_\_, 20\_\_\_\_, is \$ \_\_\_\_\_.

The principal amount of the Recovery Bonds to be mandatorily redeemed in each year may be reduced through the earlier optional redemption thereof, with any partial optional redemption of such Recovery Bonds credited against future mandatory redemption requirements in such order of the mandatory redemption dates as the City may determine. In addition, on or prior to the sixtieth (60th) day preceding any mandatory redemption date, the Trustee may, and if directed by the City shall, purchase Recovery Bonds required to be retired on such mandatory redemption date at such prices as the City shall determine. Any such Recovery Bond so purchased shall be canceled and the principal amount thereof shall be credited against the payment required on such next mandatory redemption date.

[Additional redemption provisions to be incorporated as applicable]

Section 3.02. Notice of Redemption, (a) Unless waived by any owner of Recovery Bonds to be

redeemed, notice of the call for any such redemption shall be given by the Trustee on behalf of the City by mailing the redemption notice by first class mail at least 30 days and not more than 60 days prior to the date fixed for redemption to the Registered Owner of the Recovery Bond or Recovery Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such Registered Owner to the Trustee, but the failure to mail any such notice or any defect therein as to any Recovery Bond shall not affect the validity of the proceedings for the redemption of any other Recovery Bond. Any notice of redemption mailed as provided in this Section 3.02 shall be conclusively presumed to have been given whether or not actually received by the addressee.

All notices of redemption shall state:

- 1) the Series designation of the Recovery Bonds to be redeemed,
- 2) the redemption date,
- 3) the Redemption Price,
- 4) if less than all outstanding Recovery Bonds are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts and interest rates) of the Recovery Bonds to be redeemed,
- 5) that on the redemption date the Redemption Price will become due and payable upon each such Recovery Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue or compound from and after said date,
- 6) the place where such Recovery Bonds are to be surrendered for payment of the Redemption Price, and
- 7) such other information as shall be deemed necessary by the Trustee at the time such notice is given to comply with law, regulation or industry standard.

(b) With respect to an optional redemption of Recovery Bonds, such notice may state that said redemption is conditioned upon the receipt by the Trustee on or prior to the date fixed for redemption of moneys sufficient to pay the Redemption Price of the Recovery Bonds. If such moneys are not so received, such redemption notice shall be of no force and effect, the City shall not redeem such Recovery Bonds and such failure to deposit such funds shall not constitute an Event of Default under this Indenture. The Trustee shall give notice, in the same manner in which the notice of redemption was given, that such moneys were not so received and that such Recovery Bonds will not be redeemed. Unless the notice of redemption shall be made conditional as provided above, on or prior to any redemption date for the Recovery Bonds, the City shall deposit with the Trustee an amount of money sufficient to pay the Redemption Price of all the Recovery Bonds or portions thereof which are to be redeemed on that date.

c) Notice of redemption having been given as aforesaid, the Recovery Bonds, or portions thereof, so to be redeemed shall, on the redemption date, become due and payable at the Redemption Price therein

specified, and from and after such date (unless the City defaults in the payment of the Redemption Price or unless, in the event of a conditional notice as described above, the necessary moneys were not deposited) such Recovery Bonds, or portions thereof, shall cease to bear interest. Upon surrender of such Recovery Bonds for redemption in accordance with said notice, such Recovery Bonds shall be paid by the Trustee at the Redemption Price. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Recovery Bond, there shall be prepared for the Registered Owner a new Recovery Bond or Recovery Bonds of the same interest rate and maturity in the amount of the unpaid principal.

d) If any Recovery Bond, or portion thereof, called for redemption shall not be so paid upon surrender thereof for redemption, the principal shall, until paid, bear interest from the redemption date at the rate borne by such Recovery Bond, or portion thereof, so called for redemption. All Recovery Bonds which have been redeemed shall be cancelled and destroyed by the Trustee and shall not be reissued.

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

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

g) If any Recovery Bond is not presented for payment when the principal amount thereof becomes due, either at maturity or at a date fixed for redemption thereof or otherwise, and if moneys sufficient to pay such Recovery Bond are held by the Trustee for the benefit of the Registered Owner of such Recovery Bond, the Trustee shall hold such moneys for the benefit of the Registered Owner of such Recovery Bond without liability to the Registered Owner for interest. The Registered Owner of such Recovery Bond thereafter shall be restricted exclusively to such funds for satisfaction of any claims relating to such Recovery Bond.

Section 3.03. Selection of Recovery Bonds for Redemption. If less than all the Recovery Bonds shall be called for redemption under any provision of this Indenture permitting such partial redemption, (i) such redemption shall be by lot in such manner as the Trustee may determine among such Recovery Bonds, and (ii) subject to other applicable provisions of this Indenture, the portion of any Recovery Bond to be redeemed shall be in a principal amount equal to an Authorized Denomination. In selecting Recovery Bonds for redemption, the Trustee shall assign to each Recovery Bond of like Maturity Date and interest rate, a distinctive number for each

minimum Authorized Denomination of such Recovery Bond and shall select by lot from the numbers so assigned as many numbers as, at such minimum Authorized Denomination for each number, shall equal the principal amount of such Recovery Bonds to be redeemed. In such case, the Recovery Bonds to be redeemed

shall be those to which were assigned numbers so selected; provided that only so much of the principal amount of each Recovery Bond shall be redeemed as shall equal such minimum Authorized Denomination for each number assigned to it and so selected. If it is determined that one or more, but not all, of the integral multiples of the Authorized Denomination of principal amount represented by any Recovery Bond is to be called for redemption, then, upon notice of intention to redeem such integral multiple of an Authorized Denomination, the Registered Owner of such Recovery Bond shall forthwith surrender such Recovery Bond to the Trustee for (a) payment to such Registered Owner of the Redemption Price of the integral multiple of the Authorized Denomination of principal amount called for redemption, and (b) delivery to such Registered Owner of a new Recovery Bond or Recovery Bonds in the aggregate principal amount of the unredeemed balance of the principal amount of such Recovery Bond. New Recovery Bonds representing the unredeemed balance of the principal amount of such Recovery Bond shall be issued to the Registered Owner thereof without charge therefor.

The Trustee shall promptly notify the City in writing of the Recovery Bonds, or portions thereof, selected for redemption and, in the case of any Recovery Bond selected for partial redemption, the principal amount thereof, and the interest rate thereof to be redeemed.

Section 3.04. Deposit of Funds. For the redemption of any of the Recovery Bonds, the City shall cause to be deposited in the Principal and Interest Account moneys sufficient to pay when due the principal of, and premium, if any, and interest on, the Recovery Bonds to be redeemed on the redemption date to be applied in accordance with the provisions hereof.

#### Article IV

##### Application of Bond Proceeds; Creation of Funds and Security for Bonds

Section 4.01. Source of Payment of Recovery Bonds. Pursuant to the Bond Ordinance, the Recovery Bonds constitute direct and general obligations of the City for the punctual payment of which the City pledges its full faith and credit and, pursuant to the Bond Ordinance, the Pledged Taxes. The City covenants that the Pledged Taxes shall be used only for the payment of (i) principal of, interest on and Redemption Price, if any, on the Recovery Bonds (or for the purchase by the City of the Recovery Bonds which are then cancelled), and (ii) Ongoing Financing Services, each unless and until all of the Recovery Bonds are paid in full or are fully defeased pursuant to Article VI herein; provided, however, that the levy of Pledged Taxes is subject to abatement as provided in the Bond Ordinance.

Section 4.02. Application of Bond Proceeds. The proceeds of the sale of the Recovery Bonds, consisting of the principal amount of the Recovery Bonds plus original issue premium of \$ \_\_\_\_\_ and less an underwriters' discount of \$ \_\_\_\_\_, shall be applied simultaneously with their delivery as follows:

Deposit to Project Fund: \$

ii) Deposit to Capitalized Interest Account: \$

iii) Deposit to Costs of Issuance Account: \$

Section 4.03. Creation of Accounts in Bond Fund, (a) There is established with the Trustee a trust fund designated "City of Chicago General Obligation Bonds (Chicago Recovery Plan), Series Bond Fund."

i) At each such time as is required under this Indenture, the City shall deposit into the Bond Fund, from funds of the City legally available therefor, an amount sufficient to satisfy the Principal and Interest Account Requirement.

ii) Money on deposit in the Bond Fund shall be applied by the Trustee to pay the principal of (whether due at maturity or by mandatory redemption) and interest on the Recovery Bonds as the same shall become due.

iii) Pending the use of moneys held in the Bond Fund, the Trustee shall invest such moneys in Permitted Investments upon the direction of the Chief Financial Officer or any person designated by the Chief Financial Officer. Income from such investments shall be credited to the account within the Bond Fund from which the investment was made.

b) Creation of Principal and Interest Account. There is established with the Trustee an account within the Bond Fund, designated as the "Series Principal and Interest Account" (the "Principal and Interest Account"). Amounts on deposit in the Principal and Interest Account shall be used to pay principal and interest on the Recovery Bonds as the same shall become due after funds in the Series Capitalized Interest Account have been depleted.

c) Creation of Capitalized Interest Account. There is established with the Trustee an account within the Bond Fund, designated as the "Series Capitalized Interest Account" (the "Series Capitalized Interest Account"). Moneys on deposit in the Series Capitalized Interest Account, and the interest earnings thereon, shall be applied to pay interest due on the Recovery Bonds on each of the Interest Payment Dates occurring on and before , 20 . Any amount remaining on deposit in the Series Capitalized Interest Account on , 20 , shall be used to pay interest on the Recovery Bonds, as the City shall direct, before funds from the Principal and Interest Account are used.

Section 4.04. Project Fund, (a) There is established with the Trustee a trust fund designated "City of Chicago General Obligation Bonds (Chicago Recovery Plan), Series Project Fund" to be held and applied in accordance with the terms and provisions of this Indenture. Moneys on deposit in the Project Fund will be paid out from time to time by the Trustee to or upon the order of the City in order to provide for the payment of Project Costs, to reimburse the City for the payment of Project Costs or to refinance Recovery Line of Credit Indebtedness, upon receipt by the Trustee of a certificate of an Authorized Officer describing the Project Costs to be paid or

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reimbursed with such moneys (including the identity of and method of payment for each payee), in the form attached hereto Exhibit B, and stating that:

i) the costs in an aggregate amount set forth in such certificate are necessary and appropriate Project Costs that (a) have been incurred and paid or (b) are expected to be paid within the next 60 days;

ii) the amount to be paid or reimbursed to the City as set forth in such certificate is reasonable and represents a part of the amount payable for the Project Costs and that such payment is to be made or, in the case of reimbursement to the City, was made, in accordance with the terms of any applicable contracts and in accordance with usual and customary practice under existing conditions;

iii) the amount, if any, to be used to refinance Recovery Line of Credit Indebtedness incurred to pay Project Costs;

iv) no part of the Project Costs that are the subject of such certificate was included in any certificate previously filed with the Trustee under the provisions of this Indenture; and

v) the use of the money so withdrawn from the Project Fund and the use of the facilities provided with such moneys will not result in a violation of any applicable covenant, term or provision of the Tax Certificate.

(b) Creation of Costs of Issuance Account. There is established with the Trustee an account within the Project Fund, designated as the "Series Costs of Issuance Account" (the "Series Costs of Issuance Account"). Moneys on deposit in the Series Costs of Issuance Account shall be withdrawn by the Trustee and paid to or as directed by the City, upon receipt by the Trustee of a written disbursement request from the City identifying the costs of issuance and the amounts thereof to be paid pursuant to such request. Moneys on deposit in the Series Costs of Issuance Account, including the investment earnings thereon, remaining after all disbursements for payment of the costs of issuance have been made shall be deposited by the Trustee to the Series Investment Earnings Account.

(c) Creation of Investment Earnings Account. There is established with the Trustee an account within the Project Fund, designated as the "Series Investment Earnings Account" (the "Series Investment Earnings Account"). Moneys on deposit in the Series Investment Earnings Account, including the investment earnings thereon, shall be retained therein and deposited to the Project Account, as the City shall direct.

(d) Moneys in the Project Fund shall be invested at the written direction of an Authorized Officer to the fullest extent practicable in Permitted Investments maturing in such amounts and at such times as may be necessary to provide funds when needed to pay, as applicable, Project Costs or costs of issuance of the Recovery Bonds, to refinance Recovery Line of Credit

Indebtedness or pay such other costs as may be required to be paid from such moneys. The City may, and to the extent required for payments from the Project Fund shall, direct the Trustee in

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writing to sell any such Permitted Investments at any time, and the proceeds of such sale, and of all payments at maturity and upon redemption of such investments, shall be held in the Project Fund. Investment earnings received on moneys or securities in the Project Fund shall be deposited to the Series                      Investment Earnings Account.

(e) The completion, substantial completion or abandonment of each capital project set forth in Section 4.03(b)(i)-(xiii) and comprising the Project shall be evidenced by a certificate of an Authorized Officer, which shall be filed promptly with the Trustee, stating the date of such completion, anticipated completion or abandonment and the amount, if any, required in the opinion of the signer of such certificate for the payment of any remaining part of the Project Costs. Upon the filing of such certificate, the balance in the Project Fund in excess of the amount, if any, stated in such certificate of the City as necessary to complete the Project shall be deposited into the Principal and Interest Account and applied as directed in such certificate; provided that such direction shall be consistent with Section 4.07 and applicable provisions of the Tax Certificate.

Section 4.05. Deposits into Bond Fund and Account Therein. Not later than the Deposit Date, there shall be on deposit in the Bond Fund an amount equal to the Principal and Interest Account Requirement.

In addition to the Principal and Interest Account Requirement, there shall be deposited into the Bond Fund any other moneys received by the Trustee under and pursuant to this Indenture, when accompanied by directions from the person depositing such moneys that such moneys are to be paid into the Bond Fund and to one or more accounts therein.

Upon calculation by the Trustee of each Principal and Interest Account Requirement under this Section, the Trustee shall notify the City of the Principal and Interest Account Requirement and the Deposit Date to which it relates, and shall provide the City with such supporting documentation and calculations as the City may reasonably request.

Section 4.06. Tax Covenants, (a) The City covenants that it will take no action in the investment of the proceeds of the Recovery Bonds which would result in making the interest payable on any of such Recovery Bonds subject to federal income taxes by reason of such Recovery Bonds being classified as "arbitrage bonds" within the meaning of Section 148 of the Code.

(b) The City further covenants that it will act with respect to the proceeds of the Recovery Bonds, the earnings on the proceeds of such Recovery Bonds and any other moneys on deposit in any fund or account maintained in respect of such Recovery Bonds, including, if necessary, a rebate of such earnings to the United States of America, in a manner which would cause the interest on such Recovery Bonds to continue to be exempt from federal income taxation under Section 103(a) of the Code.

Section 4.07. Non-presentment of Recovery Bonds. In the event any Recovery Bond shall not be presented for payment when the principal thereof becomes due, whether at maturity, at the date fixed for

redemption or otherwise, if moneys sufficient to pay such Recovery Bond shall have been made available to the Trustee for the benefit of the Registered Owner thereof, subject to the provisions of the immediately following paragraph, all liability of the City to the

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Registered Owner thereof for the payment of such Recovery Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such moneys, without liability for interest thereon, for the benefit of the Registered Owner of such Recovery Bond who shall thereafter be restricted exclusively to such moneys, for any claim of whatever nature on his or her part under this Indenture or on, or with respect to, such Recovery Bond.

Any moneys so deposited with and held by the Trustee not so applied to the payment of Recovery Bonds within two years after the date on which the same shall have become due shall be repaid by the Trustee to the City, and thereafter the Registered Owners of such Recovery Bonds shall be entitled to look only to the City for payment, and then only to the extent of the amount so repaid, and all liability of the Trustee with respect to such moneys shall thereupon cease, and the City shall not be liable for any interest thereon and shall not be regarded as a trustee of such moneys. The obligation of the Trustee under this Section to pay any such funds to the City shall be subject, however, to any provisions of law applicable to the Trustee or to such funds providing other requirements for disposition of unclaimed property. ,

Section.4.08. Moneys Held in Trust. All moneys required to be deposited with or paid to the Trustee for the account of any fund or account referred to in any provision of this Indenture shall be held by the Trustee in trust as provided in Section 8.07 of this Indenture, and shall, while held by the Trustee, constitute part of the Trust Estate and be subject to the lien or security interest created hereby.

## Article V

### Investment of Moneys

Section 5.01. Investment of Moneys. Moneys held in the funds, accounts and subaccounts established hereunder shall be invested and reinvested in accordance with the provisions governing investments contained in this Indenture. All such investments shall be held by or under the control of the Trustee and shall be deemed at all times a part of the fund, account or subaccount for which they were made.

Section 5.02. Investment Income. The interest earned on any investment of moneys held hereunder, any profit realized from such investment and any loss resulting from such investment shall be credited or charged to the fund, account or subaccount for which such investment was made.

## Article VI Discharge of Lien

Section 6.01. Defeasance, (a) If the City shall pay to the Registered Owners of the Recovery Bonds, or provide for the payment of, the principal, premium, if any, and interest to become due on the Recovery Bonds, then this Indenture and the Bond Ordinance shall be fully discharged and satisfied with respect to the Recovery Bonds. Upon the satisfaction and discharge of this Indenture, the Trustee shall, upon the request of the City, execute and deliver to the City all



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such instruments as may be desirable to evidence such discharge and satisfaction, and all fiduciaries shall pay over or deliver to the City all funds, accounts and other moneys or securities held by them pursuant to this Indenture which are not required for the payment or redemption of the Recovery Bonds. If payment or provision for payment is made to or for the Registered Owners of all or a portion of the Recovery Bonds, of the principal of and interest due and to become due on any Recovery Bond at the times and in the manner stipulated therein, and there is paid or caused to be paid to the Trustee all sums of money due and to become due according to the provisions of this Indenture, then these presents and the estate and rights hereby and by the Bond Ordinance granted shall cease, terminate and be void as to those Bonds or portions thereof except for purposes of registration, transfer and exchange of Recovery Bonds and any such payment from such moneys or obligations. Any Recovery Bond shall be deemed to be paid within the meaning of this Section when payment of the principal of any such Recovery Bond, plus interest thereon to the due date thereof (whether such due date be by reason of maturity or upon redemption as provided in this Indenture or otherwise), either (a) shall have been made or caused to have been made in accordance with the terms thereof, or (b) shall have been provided for by irrevocably depositing with the Trustee, in trust and exclusively for such payment, (1) moneys sufficient to make such payment or (2) Defeasance Obligations, or (3) a combination of the investments described in clauses (1) and (2) above, such amounts so deposited being available or maturing as to principal and interest in such amounts and at such times, without consideration of any reinvestment thereof, as will insure the availability of sufficient moneys to make such payment (all as confirmed by a nationally recognized firm of independent public accountants). If the City shall pay and discharge a portion of the Recovery Bonds as aforesaid, such portion shall cease to be entitled to any lien, benefit or security under this Indenture and the Bond Ordinance. The liability of the City with respect to such Recovery Bonds shall continue, but the Registered Owners thereof shall thereafter be entitled to payment (to the exclusion of all other Recovery Bondholders) only out of the Defeasance Obligations deposited with the Trustee under Article VIII of this Indenture.

b) No such deposit under this Section shall be made or accepted hereunder and no use made of any such deposit unless the Trustee shall have received an opinion of nationally recognized municipal bond counsel to the effect that such deposit and use would not cause any of such Recovery Bonds to be treated as "arbitrage bonds" within the meaning of Section 148 of the Code or any successor provision thereto.

c) Nothing in this Indenture shall prohibit a defeasance deposit of escrow securities as provided in this Section from being subject to a subsequent sale of such escrow securities and reinvestment of all or a portion of the proceeds of that sale in escrow securities which, together with money to remain so held in trust, shall be sufficient to provide for payment of principal, redemption premium, if any, and interest on any of the defeased Recovery Bonds (all as confirmed by a nationally recognized firm of independent public accountants). Amounts held by the Trustee in excess of the amounts needed so to provide for payment of the defeased Recovery Bonds may be subject to withdrawal by the City. No such sale and reinvestment as provided in this paragraph shall be made or accepted hereunder unless the Trustee shall have received an opinion of nationally recognized municipal bond counsel to the effect that such sale and reinvestment would not cause any of the defeased Recovery Bonds to be treated as "arbitrage bonds" within the meaning of Section 148 of the Code or any successor provision thereto.

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## Article VII

### Default Provisions; Remedies

Section 7.01. Defaults. Each of the following events is hereby declared to be an "Event of Default:"

a) payment of the principal or Redemption Price, if any, of any Recovery Bonds shall not be made when and as the same shall become due, whether at maturity or upon call for redemption or otherwise;

b) payment of any installment of interest on any Recovery Bonds shall not be made when and as the same shall become due; or

c) the City shall fail or refuse to comply with the provisions of this Indenture, or shall default in the performance or observance of any of the covenants, agreements or conditions on its part contained herein or in the Recovery Bonds, which materially affects the rights of the Owners of the Recovery Bonds and such failure, refusal or default shall continue for a period of 45 days after written notice thereof by the Trustee or the Owners of not less than 25 percent in aggregate principal amount of the Outstanding Recovery Bonds; provided, however, that in the case of any such default which can be cured by due diligence but which cannot be cured within the 45-day period, the time to cure shall be extended for such period as may be necessary to remedy the default with all diligence.

Section 7.02. Remedies, (a) Upon the happening and continuance of any Event of Default specified in paragraph (a) or (b) of Section 7.01 hereof, the Trustee shall proceed, or upon the happening and continuance of any Event of Default (beyond the time periods specified therein) specified in paragraph (c) of Section 7.01 hereof, the Trustee may proceed, and upon the written request of the Owners of not less than 25 percent in aggregate principal amount of the Outstanding Recovery Bonds, shall proceed, in its own name, subject to the provisions of this Section, to protect and enforce its rights and the rights of the Owners of the Recovery Bonds by such of the following remedies as the Trustee, being advised by counsel, shall deem most effectual to protect and enforce such rights:

i) by mandamus or other suit, action or proceeding at law or in equity, to enforce all rights of the Owners of the Recovery Bonds including the right to require the City to receive and collect taxes adequate to carry out the covenants and agreements as to such taxes and to require the City to carry out any other covenant or agreement with the Owners of the Recovery Bonds and to perform its duties under this Indenture;

ii) by bringing suit upon the Recovery Bonds;

iii) by action or suit in equity, require the City to account as if it were the trustee of an express trust for the Owners of the Recovery Bonds; and/or

(iv) by action or suit in equity, enjoin any acts or things which may be unlawful or in violation of the rights of the Owners of the Recovery Bonds.

b) In the enforcement of any rights and remedies under this Indenture, the Trustee shall be entitled to sue for, enforce payment of and receive any and all amounts then or during any default becoming, and at any time remaining, due from the City but only out of moneys pledged as security for the Recovery Bonds for principal, Redemption Price, interest or otherwise, under any provision of this Indenture or of the Recovery Bonds, and unpaid, with interest on overdue payments at the rate or rates of interest specified in such Recovery Bonds, together with any and all costs and expenses of collection and of all proceedings hereunder and under such Recovery Bonds without prejudice to any other right or remedy of the Trustee or of the Owners of the Recovery Bonds, and to recover and enforce a judgment or decree against the City for any portion of such amounts remaining unpaid, with interest, costs and expenses, and to collect from any moneys available under this Indenture for such purpose, in any manner provided by law, the moneys adjudged or decreed to be payable.

c) Under no circumstance may the Trustee declare the principal of any Recovery Bond to be due and payable prior to its Maturity Date following the occurrence of an Event of Default under this Indenture.

#### Article VIII Trustee

Section 8. OJ. Acceptance of Trusts. The Trustee hereby accepts the trusts imposed upon it by this Indenture, and agrees to perform said trusts, but only upon and subject to the express terms and conditions set forth herein. Except as otherwise expressly set forth in this Indenture, the Trustee assumes no duties, responsibilities or liabilities by reason of its execution of this Indenture other than as set forth in this Indenture, and this Indenture is executed and accepted by the Trustee subject to all the terms and conditions of its acceptance of the trust under this Indenture. The Trustee shall make payments to Bondholders and effect optional and mandatory redemptions when required, whether or not its fees and expenses have been fully paid.

Section 8.02. Dealing in Bonds. The Trustee, in its individual capacity, may buy, sell, own, hold and deal in any of the Recovery Bonds, and may join in any action which the Registered Owner of any Recovery Bond may be entitled to take with like effect as if it did not act in any capacity hereunder. The Trustee, in its individual capacity, either as principal or agent, may also engage in or be interested in any financial or other function with the City, and may act as depositary, trustee or agent for any committee or body of the Registered Owners of Recovery Bonds secured hereby or other obligations of the City as freely as if it did not act in any capacity hereunder.

Section 8.03. Compensation of Trustee. The City shall pay to the Trustee from time to time reasonable compensation for all services rendered under this Indenture and also all reasonable expenses, charges, counsel fees and other disbursements, including those of their attorneys, agents and employees incurred in and about the performance of their powers and duties under this Indenture and, except as provided in Section 8.01 hereof the Trustee shall have a lien therefor on

any and all moneys at any time held by it under this Indenture. The City further agrees to indemnify and save the Trustee harmless against any liabilities which it may incur in the exercise and performance of its powers

and duties hereunder, which are not due to its negligence or default.

Section 8.04. Notice to Rating Agencies. The Trustee hereby agrees that if at any time (a) the City redeems any portion of the Recovery Bonds Outstanding hereunder prior to their Maturity Date, (b) the City provides for the payment of any portion of the Recovery Bonds pursuant to Section 6.01, (c) a successor Trustee is appointed, (d) any supplement to this Indenture shall become effective, or any party thereto shall waive any provision of this Indenture, or (e) with respect to any other information that a Rating Agency may reasonably request in order to maintain the ratings on the Recovery Bonds, then, in each case, the Trustee shall give notice thereof to each Rating Agency then maintaining a rating on the Recovery Bonds.

Any notice given to a Rating Agency hereunder shall be mailed by first class mail as follows:

If to Fitch: Fitch Ratings Inc.  
33 Whitehall Street New York, NY  
10004

If to Kroll: KBRA  
845 Third Avenue  
Fourth Floor  
New York, NY 10022

If to S&P: S&P Global Ratings  
130 East Randolph, 36<sup>th</sup> Floor Chicago, IL  
60601

Section 8.05. Qualification of Trustee. The Trustee hereunder shall be a bank, trust company or national banking association having the powers of a trust company doing business and having a corporate trust office in the City of Chicago, Illinois.

Section 8.06. Responsibilities of Trustee, (a) The recitals of fact herein and in the Recovery Bonds shall be taken as the statements of the City and the Trustee assumes no responsibility for the correctness of the same. The Trustee makes no representations as to the validity or sufficiency of this Indenture or any Supplemental Indenture or of any Recovery Bonds issued hereunder or thereunder or in respect of the security afforded by this Indenture or any Supplemental Indenture and the Trustee shall not incur any responsibility in respect thereof. The Trustee shall, however, be responsible for its representation contained in its certificate of authentication on the Recovery Bonds. The Trustee shall not be under any responsibility or duty with respect to the issuance of the Recovery Bonds for value or the application of the proceeds thereof except to the extent such proceeds are paid to the Trustee in its capacity as Trustee. The Trustee shall not be under any obligation or duty to perform any act that would involve it in expense or liability or to institute or defend any action or suit in respect hereof, or to advance any of its own moneys, unless properly indemnified. Subject to the provisions of paragraph (b) of this

Section, the Trustee shall not be liable in connection with the performance of its duties hereunder except for its own negligence or willful misconduct or that of its agents.

(b) The Trustee, prior to the occurrence of an Event of Default and after the remedy of all Events of Default that may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Indenture and each Supplemental Indenture. In case an Event of Default has occurred and has not been remedied, the Trustee shall exercise such of the rights and powers vested in it by law, this Indenture and each Supplemental Indenture and shall use the same degree of care and skill in their exercise as a prudent person would exercise or use under the circumstances in the conduct of his or her own affairs. Any provision of this Indenture and any Supplemental Indenture relating to action taken or so to be taken by the Trustee or to evidence upon which the Trustee may rely shall be subject to the provisions of this Section.

Section 8.07. Funds Held in Trust and Security Therefor. Any moneys held by the Trustee, as such, at any time pursuant to the terms of this Indenture or any Supplemental Indenture shall be and hereby are assigned, transferred and set over unto the Trustee in trust for the purposes and upon the terms and conditions of this Indenture or any Supplemental Indenture. Subject to the terms of this Indenture concerning Permitted Investments, all moneys (not including securities) held by the Trustee, as such, may be deposited by the Trustee in its banking department, or with such other banks, trust companies, or national banking associations, each having a place of business in the City of Chicago, Illinois, as may be designated by the City and approved by the Trustee. No such funds shall be deposited with any bank, trust company or national banking association, other than the Trustee, in an amount exceeding 25 percent of the amount which an officer of such bank, trust company or national banking association shall certify to the Trustee and the City as the combined capital, surplus and undivided profits of such bank, trust company or national banking association. No such funds shall be deposited or remain on deposit with any bank, trust company or national banking association in excess of the amount insured by the Federal Deposit Insurance Corporation, unless (a) such bank, trust company or national banking association shall have deposited in trust with the trust department of the Trustee or with a Federal Reserve Bank or branch or, with the written approval of the Trustee and the City, pledged to some other bank, trust company or national banking association, for the benefit of the City and the appropriate fund, account, subfund or subaccount, as collateral security for the moneys deposited, Qualified Collateral having a current market value (exclusive of accrued interest) at least equal to 110 percent of the amount of such moneys, or (b) in lieu of such collateral security as to all or any part of such moneys, there shall have been deposited in trust with the trust department of the Trustee, for the benefit of the City and the appropriate fund, account, subfund or subaccount, and remain in full force and effect as security for such moneys or part thereof, the indemnifying Recovery Bond or Recovery Bonds of a surety company or companies qualified as surety for deposits of funds of the United States of America and qualified to transact business in the State in a sum at least equal to the amount of such moneys or part thereof. The Trustee shall allow and credit interest on any such moneys held by it at such rate as it customarily allows upon similar moneys of similar size and under similar conditions or as required by law. Interest in respect of moneys or on securities in any fund, account, subfund or subaccount shall be credited in each case to the fund, account, subfund or subaccount in which such moneys or securities are held.

Section 8.08. Evidence on which Trustee May Act. The Trustee shall be protected in acting upon any notice, resolution, request, consent, order, certificate, report, opinion, bond or other paper or document believed by it to be genuine, and to have been signed or presented by the proper party or parties. The Trustee

may consult with counsel, who may or may not be counsel to the City, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith. Whenever the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, including payment of moneys out of any fund or account, such matter (unless other evidence in respect thereof be herein specifically prescribed) may be deemed to be conclusively proved and established by a Certificate, and such Certificate shall be full warrant for any action taken or suffered in good faith under the provisions of this Indenture upon the faith thereof, but in its discretion the Trustee may in lieu thereof accept other evidence of such fact or matter or may require such further or additional evidence as to it may seem reasonable. Except as otherwise expressly provided herein or therein, any request, order, notice or other direction required or permitted to be furnished pursuant to any provision hereof or thereof by the City to the Trustee shall be sufficiently executed if executed in the name of the City by an Authorized Officer.

Section 8.09. Permitted Acts and Functions. The Trustee may become the Owner of any Recovery Bonds, with the same rights it would have if it were not the Trustee. To the extent permitted by law, the Trustee may act as depositary for, and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of the Owners of Recovery Bonds or to effect or aid in any reorganization growing out of the enforcement of the Recovery Bonds or this Indenture, whether or not any such committee shall represent the Owners of a majority in aggregate principal amount of the Recovery Bonds then Outstanding.

Section 8.10. Resignation. The Trustee may at any time resign and be discharged of its duties and obligations created by this Indenture by giving not fewer than 60 days' written notice to the City and mailing notice thereof, to the Owners of Recovery Bonds at their addresses shown on the registration books kept by the Trustee within 20 days after the giving of such written notice. Such resignation shall take effect upon the appointment and acceptance of appointment of a successor by the City or the Owners of Recovery Bonds as herein provided.

Section 8.11. Removal. The Trustee may be removed at any time by the Owners of a majority in aggregate principal amount of the Recovery Bonds then Outstanding, excluding any Recovery Bonds held by or for the account of the City, by an instrument or concurrent instruments in writing signed and duly acknowledged by such Owners of Recovery Bonds or by their attorneys duly authorized in writing and delivered to the City. Copies of each such instrument shall be delivered by the City to the Trustee and any successor. The City may remove the Trustee at any time, except during the existence of an Event of Default, for such cause (or upon 30 days' notice for any reason) as shall be determined in the sole discretion of the City by filing with the Trustee an instrument signed by an Authorized Officer and by mailing notice thereof to the Owners of Recovery Bonds at their addresses shown on the registration books kept by the Trustee. Any removal of the Trustee shall take effect upon the appointment and acceptance of appointment of a successor Trustee.

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Section 8.12. Appointment of Successor. In case at any time the Trustee shall resign or shall be removed or shall become incapable of acting, or shall be adjudged a bankrupt or insolvent, or if a receiver, liquidator or conservator of the Trustee or of its property shall be appointed, or if any public officer shall take charge or control of the Trustee or of its property or affairs, a successor may be appointed by the Owners of a

majority in aggregate principal amount of the Recovery Bonds then Outstanding, excluding any Recovery Bonds held by or for the account of the City, by an instrument or concurrent instruments in writing signed by such Owners or their attorneys duly authorized in writing and delivered to such successor Trustee, notification thereof being given to the City and the predecessor Trustee. Pending such appointment, the City shall forthwith appoint a Trustee to fill such vacancy until a successor Trustee (if any) shall be appointed by the Owners of Recovery Bonds as herein authorized. The City shall mail notice to Owners of Recovery Bonds of any such appointment within 20 days after such appointment. Any successor Trustee appointed by the City shall, immediately and without further act, be superseded by a Trustee appointed by the Owners of Recovery Bonds. If in a proper case no appointment of a successor Trustee shall be made pursuant to the foregoing provisions of this Section within 45 days after the Trustee shall have given to the City written notice of resignation as provided in Section 8.10 hereof or after the occurrence of any other event requiring or authorizing such appointment, the Trustee, or any Owner of Recovery Bonds may apply to any court of competent jurisdiction to appoint a successor. Said court may thereupon, after such notice, if any, as said court may deem proper and prescribe, appoint such successor Trustee. Any Trustee appointed under the provisions of this Section shall be a bank, trust company or national banking association, in any such case having corporate trust powers, doing business and having a corporate trust office in the City.

Section 8.13. Transfer of Rights and Property to Successor. Any successor Trustee appointed under this Indenture shall execute, acknowledge and deliver to its predecessor Trustee, and also to the City, a written instrument of acceptance respecting such appointment, and thereupon such successor Trustee, without any further act, deed or conveyance, shall become fully vested with all moneys, estates, properties, rights, powers, duties and obligations of such predecessor Trustee, with like effect as if originally named as Trustee; but the Trustee ceasing to act shall nevertheless, on the request of the City, or of the successor Trustee, execute, acknowledge and deliver such instruments of conveyance and further assurance and do such other things as may reasonably be required for more fully and certainly vesting and confirming in such successor Trustee all the right, title and interest of the predecessor Trustee in and to any property held by it under this Indenture, and shall pay over, assign and deliver to the successor Trustee any money or other property subject to the trusts and conditions herein set forth. Should any deed, conveyance or instrument in writing from the City be required by such successor Trustee for more fully and certainly vesting in and confirming to such successor Trustee any such estates, rights, powers and duties, any and all such deeds, conveyances and instruments in writing shall, on request, and so far as may be authorized by law, be executed, acknowledged and delivered by the City.

Section 8.14. Merger or Consolidation. Any company into which the Trustee may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Trustee may sell or transfer all or substantially all of its corporate trust business, provided such company shall be a bank, trust company or national banking association which is qualified to be a

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successor to the Trustee under Section 8.12 hereof and shall be authorized by law to perform all the duties imposed upon it by this Indenture, shall be the successor to the Trustee without the execution or filing of any paper or the performance of any further act.

Section 8.15. Adoption of Authentication. In case any of the Recovery Bonds contemplated to be issued under this Indenture shall have been authenticated but not delivered, any successor Trustee may adopt

the certificate of authentication of any predecessor Trustee so authenticating such Recovery Bonds and deliver such Recovery Bonds so authenticated, and in case any of the said Bonds shall not have been authenticated, any successor Trustee may authenticate such Recovery Bonds in the name of the predecessor Trustee, or in its own name.

Section 8.16. Evidence of Signatures of Owners and Ownership of Recovery Bonds. (a) Any request, consent or other instrument which this Indenture may require or permit to be signed and executed by the Owners of Recovery Bonds may be in one or more instruments of similar tenor, and shall be signed or executed by such Owners in person or by their attorneys appointed in writing. Proof of (i) the execution of any such instrument, or of an instrument appointing any such attorney, or (ii) the ownership by any person of the Recovery Bonds, shall be sufficient for any purpose of this Indenture (except as otherwise herein expressly provided) if made in the following manner, but the Trustee may nevertheless in its discretion require further or other proof in cases where it deems the same desirable:

1) The fact and date of the execution by any Owner or his attorney of such instrument may be proved by the certificate, which need not be acknowledged or verified, of an officer of a bank or trust company satisfactory to the Trustee or of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the jurisdiction in which he purports to act, that the person signing such request or other instrument acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer.

2) The authority of the person or persons executing any such instrument on behalf of a corporate Owner of Recovery Bonds may be established without further proof if such instrument is signed by a person purporting to be the president or vice president of such corporation with a corporate seal affixed and attested by a person purporting to be its secretary or an assistant secretary.

(b) The ownership of Recovery Bonds and the amount, numbers and other identification, and date of ownership of the same shall be proved by the Bond Register. Any request, consent or vote of the Owner of any Recovery Bond shall bind all future Owners of such Recovery Bond in respect of anything done or suffered to be done by the City or the Trustee in accordance therewith.

Section 8.17. Preservation and Inspection of Documents. All documents received by the Trustee under the provisions of this Indenture shall be retained in its possession and shall be subject at all reasonable times to the inspection of the City and any Owner of Recovery Bonds and their agents and their representatives, any of whom may make copies thereof.

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## Article IX

### Supplemental Indenture

Section 9.0J. Supplemental Indenture Effective Upon Execution by the Trustee. For any one or more of the following purposes and the purposes enumerated in Section 9.04 hereof, and at any time or from time to



time, a Supplemental Indenture may be authorized by an ordinance adopted by the City Council of the City, which, upon the filing with the Trustee of a copy of such ordinance certified by the City Clerk and the execution and delivery of such Supplemental Indenture by the City and the Trustee, shall be fully effective in accordance with its terms and not subject to consent by the Registered Owners of the Recovery Bonds:

a) to add to the covenants and agreements of the City in this Indenture other covenants and agreements to be observed by the City which are not contrary to or inconsistent with this Indenture as theretofore in effect;

b) to add to the limitations and restrictions in this Indenture other limitations and restrictions to be observed by the City which are not contrary to or inconsistent with this Indenture as theretofore in effect;

c) to surrender any right, power or privilege reserved to or conferred upon the City by the terms of this Indenture, but only if the surrender of such right, power or privilege is not contrary to or inconsistent with the covenants and agreements of the City contained in this Indenture;

d) to confirm, as further assurance, the pledge herein, and the subjection of, additional properties, taxes or other collateral to any lien, claim or pledge created or to be created by, this Indenture;

e) to cure any ambiguity, supply any omission, or cure or correct any defect or inconsistent provision in this Indenture;

f) to insert such provisions clarifying matters or questions arising under this Indenture as are necessary or desirable and are not contrary to or inconsistent with this Indenture as theretofore in effect; or

g) to provide additional duties of the Trustee under this Indenture.

Section 9.02. Supplemental Indentures Effective With Consent of Owners of Recovery Bonds. At any time or from time to time, a Supplemental Indenture may be authorized by an ordinance adopted by the City Council of the City, subject to consent by the Owners of Recovery Bonds in accordance with and subject to the provisions of this Article, which Supplemental Indenture, upon the filing with the Trustee of a copy of such ordinance certified by the City Clerk, upon compliance with the provisions of this Article, and upon execution and delivery of such Supplemental Indenture by the City and the Trustee, shall become fully effective in accordance with its terms.

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Section 9.03. General Provisions, (a) This Indenture shall not be modified or amended in any respect except as provided in and in accordance with and subject to the provisions of this Article. Nothing in this Article shall affect or limit the right or obligation of the City to adopt, make, do, execute, acknowledge or deliver any ordinance, resolution, act or other instrument pursuant to the provisions of this Article or the right or obligation of the City to execute and deliver to the Trustee any instrument which elsewhere in this Indenture it is provided shall be delivered to the Trustee.

b) Any ordinance authorizing a Supplemental Indenture referred to and permitted or authorized by Section 9.01 or 9.04 hereof may be adopted by the City Council of the City without the consent of any of the Owners of Recovery Bonds, but such Supplemental Indenture shall be executed and delivered by the City and the Trustee and shall become effective only on the conditions, to the extent and at the time provided in this Article. Every Supplemental Indenture delivered to the Trustee for execution shall be accompanied by an opinion of counsel stating that such Supplemental Indenture has been duly and lawfully authorized by the City Council of the City and executed by the City in accordance with the provisions of this Indenture, is authorized or permitted by this Indenture, and will, when executed and delivered by the Trustee, be valid and binding upon the City and enforceable in accordance with its terms.

c) The Trustee is hereby authorized to enter into, execute and deliver any Supplemental Indenture referred to and permitted or authorized by this Article and to make all further agreements and stipulations which may be therein contained, and the Trustee, in taking such action, shall be fully protected in relying on an opinion of counsel that such Supplemental Indenture is authorized or permitted by the provisions of this Indenture.

d) No Supplemental Indenture shall change or modify any of the rights or obligations of the Trustee without its written assent thereto.

e) No Supplemental Indenture shall take effect unless and until there has been delivered to the Trustee an Opinion of Bond Counsel to the effect that such Supplemental Indenture does not adversely affect the exclusion from gross income for federal income tax purposes to which interest on the Recovery Bonds would otherwise be entitled.

Section 9.04. Additional Matters. Additionally, this Indenture may, without the consent of, or notice to, any of the Bondholders, be supplemented and amended, in such manner as shall not be inconsistent with the terms and provisions hereof, for any one or more of the following purposes:

a) to provide for certificated Recovery Bonds; and

b) to secure or maintain ratings from any Rating Agency in the highest long term debt rating category, of such Rating Agency which are available for the Recovery Bonds, which changes will not restrict, limit or reduce the obligation of the City to pay the principal of, premium, if any, and interest on the Recovery Bonds as provided in this Indenture or otherwise adversely affect the Registered Owners of the Recovery Bonds under this Indenture.

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Section 9.05. Mailing of Notice of Amendment. Any provision in this Article for the mailing of a notice or other paper to owners of Recovery Bonds shall be fully complied with if it is mailed postage prepaid only (i) to each Registered Owner of then Outstanding Recovery Bonds at his address, if any, appearing upon the registration books maintained by the City at the Designated Corporate Trust Office of the Trustee, and (ii) to the Trustee.

Section 9.06. Powers of Amendment. Any modification or amendment of this Indenture or of the rights

and obligations of the City and of the Owners of the Recovery Bonds, in particular, which requires the consent of the Bondholders, may be made by a Supplemental Indenture, with the written consent given as provided in Section 9.07, (a) of the Owners of a majority in aggregate principal amount of the Recovery Bonds Outstanding at the time such consent is given, or (b) in case less than all of the then Outstanding Recovery Bonds are affected by the modification or amendment, of the Owners of a majority in aggregate principal amount of the then Outstanding Bonds so affected. No such modification or amendment shall permit a change in the terms of redemption or maturity of the principal of any Outstanding Recovery Bonds or of any installment of interest thereon or a reduction in the principal amount or the Redemption Price thereof or in the rate of interest thereon, or in terms of purchase or the purchase price thereof, without the consent of the owner of such Recovery Bonds, or shall reduce the percentages or otherwise affect the classes of Recovery Bonds the consent of the owners of which is required to effect any such modification or amendment, or shall change or modify any of the rights or obligations of the Trustee without its written assent thereto. For the purposes of this Section, an Recovery Bond shall be deemed to be affected by a modification or amendment of this Indenture if the same adversely affects or diminishes the rights of the owners of such Recovery Bond.

Section 9.07. Consent of Owners of Recovery Bonds, (a) The City may at any time authorize a Supplemental Indenture making a modification or amendment permitted by the provisions of Section 9.06, to take effect when and as provided in this Section. A copy of such Supplemental Indenture (or brief summary thereof or reference thereto in form approved by the Trustee), together with a request to the Owners of the Recovery Bonds for their consent thereto in form satisfactory to the Trustee, shall be mailed by the City to the Owners of the Recovery Bonds (but failure to mail such copy and request shall not affect the validity of the Supplemental Indenture when consented to as in this Section provided). Such Supplemental Indenture shall not be effective unless and until, and shall take effect in accordance with its terms when, (i) there shall have been filed with the Trustee (1) the written consents of Owners of the percentages of Outstanding Bonds specified in Section 9.06 and (2) an opinion of counsel stating that such Supplemental Indenture has been duly and lawfully executed and delivered by the City and the Trustee in accordance with the provisions of this Indenture, is authorized or permitted hereby and is valid and binding upon the City and enforceable in accordance with its terms upon its becoming effective as in this Section provided, and (ii) a notice shall have been mailed as hereinafter in this Section provided.

(b) The consent of an Owner of Recovery Bonds to any modification or amendment shall be effective only if accompanied by proof of the Ownership, at the date of such consent, of the Recovery Bonds with respect to which such consent is given, which proof shall be such as is permitted by Section 8.16. A certificate or certificates signed by the Trustee that it has examined such proof and that such proof is sufficient in accordance with Section 8.16 shall be conclusive that the consents have been given by the Owners of the Recovery Bonds described in such

certificate or certificates. Any such consent shall be binding upon the Owner of the Recovery Bonds giving such consent and upon any subsequent Owner of such Recovery Bonds and of any Recovery Bonds issued in exchange therefor (whether or not such subsequent Owner thereof has notice thereof) unless such consent is revoked in writing by the Owner of such Recovery Bonds giving such consent or a subsequent Owner thereof by filing such revocation with the Trustee, prior to the time when the written statement of the Trustee hereinafter provided for in this Section is filed. The fact that a consent has not been revoked may likewise be proved by a certificate of the Trustee to the effect that no revocation thereof is on file with the Trustee.

(c) At any time after the Owners of the required percentages of Recovery Bonds shall have filed their consents to the Supplemental Indenture, the Trustee shall make and file with the City a written statement that the Owners of such required percentages of Recovery Bonds have filed such consents. Such written statement shall be conclusive that such consents have been so filed. At any time thereafter notice, stating in substance that the Supplemental Indenture (which may be referred to as a Supplemental Indenture entered into by the City and the Trustee as of a stated date, a copy of which is on file with the Trustee) has been consented to by the Owners of the required percentages of Recovery Bonds and will be effective as provided in this Section, shall be given to Owners by the Trustee by mailing such notice to the Owners of the Recovery Bonds (but failure to mail such notice shall not prevent such Supplemental Indenture from becoming effective and binding as provided in this Section). The Trustee shall file with the City proof of the mailing of such notice. A record, consisting of the papers required or permitted by this Section to be filed with the Trustee, shall be proof of the matters therein stated. Such Supplemental Indenture making such amendment or modification shall be deemed conclusively binding upon the Trustee and the Owners of all Recovery Bonds at the expiration of 40 days after the filing with the Trustee of proof of the mailing of such last mentioned notice, except in the event of a final decree of a court of competent jurisdiction setting aside such Supplemental Indenture in a legal action or equitable proceeding for such purpose commenced within such 40-day period; except that the Trustee and the City, during such 40-day period and any such further period during which any such action or proceeding may be pending, shall be entitled in their absolute discretion to take such action, or to refrain from taking such action, with respect to such Supplemental Indenture as they may deem expedient.

Section 9.08. Modifications by Unanimous Consent. The terms and provisions of this Indenture and the rights and obligations of the City and of the Owners of the Recovery Bonds hereunder may be modified or amended in any respect upon the consent of the Owners of all the then Outstanding Recovery Bonds to the execution and delivery of such Supplemental Indenture, such consent to be given as provided in Section 9.07 except that no notice to the Owners of the Recovery Bonds shall be required; but no such modification or amendment shall change or modify any of the rights or obligations of the Trustee without its written assent thereto.

Section 9.09. Exclusion of Recovery Bonds. Recovery Bonds owned by or for the account of the City shall not be deemed Outstanding for the purpose of consent or other action or any calculation of Outstanding Recovery Bonds provided for in this Article, and the City shall not be entitled with respect to such Recovery Bonds to give any consent or take any other action provided for in this Article. At the time of any consent or other action taken under this Article,

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the City shall furnish the Trustee with a Certificate upon which the Trustee may rely, describing all Recovery Bonds so to be excluded.

Section 9.10. Notation on Recovery Bonds. Recovery Bonds authenticated and delivered after the effective date of any action taken as in this Article provided may, and, if the Trustee so determines, shall, bear a notation by endorsement or otherwise in form approved by the City and the Trustee as to such action, and in that case upon demand of the Owner of any Recovery Bond Outstanding at such effective date and presentation of his Recovery Bond for that purpose at the Designated Corporate Trust Office of the Trustee or upon any

exchange or registration of transfer of any Recovery Bond Outstanding at such effective date, suitable notation shall be made on such Recovery Bond or upon any Recovery Bond issued upon any such exchange or registration of transfer by the Trustee as to any such action. If the City or the Trustee shall so determine, new Recovery Bonds so modified as in the opinion of the Trustee and the City to conform to such action shall be prepared, authenticated and delivered, and upon demand of the Owner of any Recovery Bond then Outstanding shall be exchanged, without cost to such Owner, for Recovery Bonds of the same maturity upon surrender of such Recovery Bond.

## **Article X**

### **Miscellaneous**

Section 10.01. Severability. If any provision of this Indenture shall be held or deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

Section 10.02. Payments Due on Saturdays, Sundays and Holidays. If the date for making any payment, or the last date for the performance of any act or the exercise of any right, as provided in this Indenture, shall not be a Business Day, such payment may be made, act performed or right exercised on the next Business Day with the same force and effect as if done on the nominal date provided in this Indenture, and no interest shall accrue for the period after such nominal date.

Section 10.03. Counterparts. This Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 10.04. Rules of Interpretation. Unless expressly indicated otherwise, references to Sections or Articles are to be construed as references to Sections or Articles of this instrument as originally executed. Use of the words "herein," "hereby," "hereunder," "hereof," "hereinbefore," "hereinafter" and other equivalent words refer to this Indenture and not solely to the particular portion in which any such word is used. In the event of any conflict between the provisions of this Indenture and the Bond Ordinance (including in the form of Recovery Bond attached hereto as Exhibit A), the terms of this Indenture shall be deemed to control.

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Section 10.05. Captions. The captions and headings in this Indenture are for convenience only and in no way define, limit or describe the scope or intent of any provisions or Sections of this Indenture.

[Signatures Appear on Following Page]

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In Witness Whereof, the City has caused these presents to be executed in its name and with its official seal hereunto affixed and attested by its duly authorized officials; and to evidence its acceptance of the trusts hereby created, the Trustee has caused these presents to be executed in its corporate name and with its corporate seal hereunto affixed and attested by its duly authorized officers, on the date first above written.

City of Chicago

**By:.**  
Jennie Huang Bennett Chief Financial  
Officer

[Seal] Attest:

By:\_  
Andrea M. Valencia City Clerk

as Trustee

Authorized Signatory

[Signature Page - Recovery Trust Indenture]

**Exhibit A**

**Form of Recovery Bond**

Registered  
NO. R-

**United States of America**

State of Illinois

City of Chicago

General Obligation Bond (Chicago Recovery Plan) Series

See Reverse Side for Additional Provisions

Interest Maturity Date: Dated Date: CUSIP:

Rate: % ,20

Registered Owner: CEDE & CO. Principal

Amount:

The City of Chicago (the "City") hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above, the Principal Amount identified above and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on such Principal Amount from the later of the date of this Recovery Bond or the most recent interest payment date to which interest has been paid at the Interest Rate per annum set forth above on and of each year commencing , until said Principal Amount is paid. Principal of this Recovery Bond and redemption premium, if any, shall be payable in lawful money of the United States of America upon presentation and surrender at the designated corporate trust office of , as bond trustee, Bond Registrar and paying agent (the "Bond Registrar"). Payment of the installments of interest shall be made to the Registered Owner hereof as shown on the registration books of the City maintained by the Bond Registrar at the close of business on the 15th day of the month next preceding each interest payment date and shall be paid by check or draft of the Bond Registrar mailed to the address of such Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Bond Registrar or, at the option of any Registered Owner of \$1,000,000 or more in aggregate principal amount of the Recovery Bonds, by wire

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transfer of immediately available funds to such bank in the continental United States of America as the Registered Owner hereof shall request in writing to the Bond Registrar.

Reference is made to the further provisions of this Recovery Bond set forth on the reverse hereof and such further provisions shall for all purposes have the same effect as if set forth at this place.

It is certified and recited that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this Recovery Bond did exist, have happened, and have been done and performed in regular and due form and time as required by law; that the indebtedness of the City, including the



issue of Recovery Bonds of which this is one, does not exceed any limitation imposed by law; and that provision has been made for the collection of a direct annual tax sufficient to pay the interest hereon as it falls due and also to pay and discharge the principal hereof at maturity.

This Recovery Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Trustee.

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In Witness Whereof, the City of Chicago by the City Council has caused its corporate seal to be imprinted by facsimile hereon and this Recovery Bond to be signed by the duly authorized facsimile signature of the Mayor and attested by the facsimile signature of the City Clerk, all as of the Dated Date identified above.

(Facsimile Signature)  
Mayor City of Chicago

Attest:

(Facsimile Signature)  
City Clerk City of Chicago

[Seal]

Date of Authentication:

### Certificate of Authentication

This Recovery Bond is one of the Recovery Bonds described in the within-mentioned Bond Ordinance and is one of the General Obligation Bonds (Chicago Recovery Plan), Series , of the City of Chicago.

, as Trustee

By: (Manual Signature) Authorized  
Officer

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[Form of Current Interest Bond - Reverse Side]

**City of Chicago General Obligation  
Bond (Chicago Recovery Plan)  
Series**

For the prompt payment of this Recovery Bond, both principal and interest, as aforesaid, as the same become due, and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the City irrevocably pledged.

This Recovery Bond is one of a series of Recovery Bonds aggregating the original principal

amount of \$ \_\_\_\_\_ issued pursuant to the constitutional home rule powers of the City for the purposes of (A)(i) paying costs of the Recovery Purposes described in the Bond Ordinance, (ii) capitalizing or funding such interest on the Recovery Bonds as may be necessary, (iii) paying costs of credit enhancements, and (iv) paying expenses incidental to the issuance of the Recovery Bonds, and (B) refinancing Recovery Line of Credit Indebtedness relating to interim financing for Recovery Purposes, and was authorized by an Ordinance adopted by the City Council of the City on \_\_\_\_\_, 20\_\_\_\_ (the "Bond Ordinance").

The Recovery Bonds maturing on or after \_\_\_\_\_, are redeemable prior to maturity at the option of the City, in whole or in part on any date on or after \_\_\_\_\_, and if less than all of the outstanding Recovery Bonds are to be redeemed, the Recovery Bonds to be called shall be called from such maturities and interest rates as shall be determined by the City and if less than all of the Recovery Bonds of a single maturity and the same interest rate are to be redeemed then by lot within such maturity and interest rate in the manner hereinafter provided, the Recovery Bonds to be redeemed at the redemption price of 100% of the principal amount thereof being redeemed, plus accrued interest, if any, to the date of redemption.

The Recovery Bonds maturing on \_\_\_\_\_, 20\_\_\_\_, are subject to mandatory redemption prior to maturity on \_\_\_\_\_ of the years 20\_\_\_\_ to 20\_\_\_\_, inclusive, and the Recovery Bonds maturing on \_\_\_\_\_, 20\_\_\_\_, are subject to mandatory redemption prior to maturity on \_\_\_\_\_ of the years 20\_\_\_\_ to 20\_\_\_\_, inclusive, in each case at par and accrued interest to the date fixed for redemption.

In the event of the redemption of less than all the Recovery Bonds of like maturity and interest rate, the aggregate principal amount thereof to be redeemed shall be \$5,000 or an integral multiple thereof, and the Bond Registrar shall assign to each Recovery Bond of such maturity and interest rate a distinctive number for each \$5,000 principal amount of such Recovery Bond and shall select by lot from the numbers so assigned as many numbers as, at \$5,000 for each number, shall equal the principal amount of such Recovery Bonds to be redeemed. The Recovery Bonds to be redeemed shall be the Recovery Bonds to which were assigned numbers so selected; provided that only so much of the principal amount of each Recovery Bond shall be redeemed as shall equal \$5,000 for each number assigned to it and so selected.

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In the event of the redemption of less than all of the Recovery Bonds of like maturity and interest rate, the Recovery Bonds to be redeemed will be selected pro-rata in the manner determined pursuant to the Bond Ordinance.

Notice of any such redemption shall be sent by first class mail not less than 30 days nor more than 60 days prior to the date fixed for redemption to the Registered Owner of each Recovery Bond to be redeemed at the address shown on the registration books of the City maintained by the Bond Registrar or at such other address as is furnished in writing by such Registered Owner to the Bond Registrar; provided that the failure to mail any such notice or any defect therein as to any Recovery Bond shall not affect the validity of the proceedings for the redemption of any other Recovery Bond. When so called for redemption, this Recovery Bond shall cease to bear interest on the specified redemption date, provided that funds for redemption are on deposit at the place of payment at that time, and shall not be deemed to be outstanding.

This Recovery Bond is transferable by the Registered Owner hereof in person or by its attorney duly authorized in writing at the designated corporate trust office of the Bond Registrar in Chicago, Illinois, but only in the manner, subject to the limitations and upon payment of the charges provided in the Bond Ordinance, and upon surrender and cancellation of this Recovery Bond. Upon such transfer a new Recovery Bond or Recovery Bonds of authorized denominations, of the same interest rate, series and maturity and for the same aggregate principal amount will be issued to the transferee in exchange therefor. The Bond Registrar shall not be required to transfer or exchange this Recovery Bond (A) after notice calling this Recovery Bond for redemption has been mailed, or (B) during a period of 15 days next preceding mailing of a notice of redemption of this Recovery Bond.

The Recovery Bonds are issued in fully registered form in the denomination of \$5,000 each or authorized integral multiples thereof. This Recovery Bond may be exchanged at the designated corporate trust office of the Bond Registrar for a like aggregate principal amount of Recovery Bonds of the same interest rate, series and maturity of other authorized denominations, upon the terms set forth in the Bond Ordinance.

The City and the Bond Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and redemption premium, if any, and for all other purposes and neither the City nor the Bond Registrar shall be affected by any notice to the contrary.

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(Assignment)

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

(Name and Address of Assignee)

the within Recovery Bond and irrevocably constitutes and appoints

attorney to transfer the said Recovery Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated:

Signature guaranteed:

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

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**Exhibit B**

**FORM OF PROJECT FUND REQUISITION**

To: \_\_\_\_\_, as Trustee  
Re: City of Chicago General Obligation Bonds (Chicago Recovery Plan), Series  
("Recovery Bonds")  
**Requisition No.**  
**Date:**

Ladies and Gentlemen:

You are requested to disburse funds from the "City of Chicago General Obligation Bonds (Chicago Recovery Plan), Series \_\_\_\_\_ Project Fund" (the "Project Fund") pursuant to Section 4.04 of the Indenture (defined below) in the amount(s) and for the purpose(s) set forth on Exhibit A to this requisition (this "Requisition"). The terms used in this Requisition shall have the meanings given to those terms in the Recovery Trust Indenture (the "Indenture"), dated as of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Chicago and \_\_\_\_\_, as Trustee, securing the above referenced Recovery Bonds.

The undersigned certifies that:

- (i) the costs in an aggregate amount set forth in this Requisition are necessary and appropriate Project Costs that (a) have been incurred and paid or (b) are expected to be paid within the next 60 days;
- ii) the amount to be paid or reimbursed to the City as set forth in this Requisition is reasonable and represents a part of the amount payable for the Project Costs and such payment is to be made or, in the case of reimbursement to the City, was made, in accordance with the terms of any applicable contracts and in accordance with usual and customary practice under existing conditions;
- iii) no part of the Project Costs that are the subject of this Requisition was included in any requisition previously filed with the Trustee under the provisions of this Indenture;
- iv) the use of the money so withdrawn from the Series \_\_\_\_\_ Project Fund and the use of the facilities provided with such moneys will not result in a violation of any applicable covenant, term or provision of the Tax Certificate; and
- (v) there shall be no use, transfer or reallocation of the sales proceeds of the Recovery Bonds that deviates from the limitations and allocations of the not to exceed principal amounts pertaining to each purpose for which the Recovery Bonds were issued, all as set forth in the Bond Ordinance.

Payment instructions sufficient to make the requested disbursement are provided by the City and attached hereto.

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This Requisition is executed and delivered as of the date first set forth above.

CITY OF CHICAGO

By: \_  
Name:  
Title:

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Signature Page to Requisition

**Exhibit 6-a**

SIXTY-NINTH SUPPLEMENTAL INDENTURE

From

City of Chicago

To

U.S. Bank National Association, as Trustee

Securing

Chicago O'Hare International Airport General Airport Senior Lien  
Revenue [Refunding] Bonds,  
Series 202

Dated as of 1, 202

Supplementing a Master Indenture of Trust Securing Chicago O'Hare International Airport General Airport Revenue Senior Lien Obligations dated as of June 1, 2018 between the City of Chicago and U.S. Bank National Association.

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SIXTY-NINTH SUPPLEMENTAL INDENTURE

This Sixty-Ninth Supplemental Indenture, made and entered into as of 1, 202\_, from the City of Chicago (the "City), a municipal corporation and home rule unit of local government duly organized and existing under the Constitution and laws of the State of Illinois, to U.S. Bank National Association (the "Trustee"), a national banking association duly organized, existing and authorized to accept and execute trusts of the character herein set out under and by virtue of the laws of the United States of America, as Trustee.

WITNESSETH:

Whereas, the City is a home rule unit of local government, duly organized and existing under the laws of the State of Illinois, and in accordance with the provisions of Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois is authorized to own and operate commercial and general aviation facilities; and

Whereas, the City currently owns and operates an airport known as Chicago O'Hare International Airport; and

Whereas, the City has entered into a Master Indenture of Trust securing Chicago O'Hare International Airport General Airport Revenue Senior Lien Obligations, dated as of June 1, 2018, with the Trustee (the "Indenture") which authorizes the issuance of Senior Lien Obligations (as therein defined) in one or more Series pursuant to one or more Supplemental Indentures and the incurrence by the City of Section 208 Obligations (as therein defined) and Section 209 Obligations (as therein defined); and

[Whereas, in order to refund or defease prior to maturity or pay at maturity certain Prior Airport Obligations (as hereinafter defined), the City has authorized the issuance and sale of \$ \_\_\_\_\_,000 aggregate principal amount of Chicago O'Hare International Airport General Airport Senior Lien Revenue [Refunding] Bonds, Series 20 \_\_\_\_\_ (the "Bonds") pursuant to the Indenture and this Sixty-Ninth Supplemental Indenture; and]

[Whereas, in order to provide funds for the financing of the payment, or the reimbursement for the payment, of the costs of one or more Airport Projects, as defined in the Indenture, including the 20 \_\_\_\_\_ Airport Projects (as hereinafter defined), the City has authorized the issuance and sale of \$ \_\_\_\_\_ aggregate principal amount of Chicago O'Hare International Airport General Airport Senior Lien Revenue Bonds, Series 20 \_\_\_\_\_ (the "Bonds") pursuant to the Indenture and this Sixty-Ninth Supplemental Indenture; and]

Whereas, the Bonds and the Trustee's Certificate of Authentication to be endorsed on such Bonds, are to be in substantially the following form with necessary and appropriate variations, omissions and insertions as permitted or required by the Indenture or this Sixty-Ninth Supplemental Indenture, to wit:

[Form of Bond]

No. R-

**UNITED STATES OF AMERICA STATE OF  
ILLINOIS CITY OF CHICAGO  
Chicago O'Hare International Airport General Airport Senior Lien  
Revenue [Refunding] Bond,  
Series 20**

Maturity Date

January 1, 20

Registered Owner:

Principal Amount:

City of Chicago (the "City"), a municipal corporation and home rule unit of local government duly organized and existing under the laws of the State of Illinois, for value received, hereby promises to pay (but only out of the sources hereinafter provided) to the Registered Owner identified above, or registered assigns, on the maturity date specified above, unless this Bond shall have been called for redemption and payment of the redemption price shall have been duly made or provided for, upon presentation and surrender hereof, the principal sum specified above and to pay (but only out of the sources hereinafter provided) interest on the balance of said principal sum from time to time remaining unpaid from and including the date hereof or from and including the most recent Interest Payment Date (as defined in the hereinafter defined Indenture) with respect to which interest has been paid or duly provided for, until payment of said principal sum has been made or duly provided for, at the interest rate specified above, computed on the basis of a 360-day year consisting of twelve 30-day months, payable on 1, 202\_ and semiannually thereafter on each January 1 and July 1, and to pay interest on overdue principal and, to the extent permitted by law, on overdue premium, if any, and interest at the rate due on this Bond. Principal of, premium, if any, and interest on this Bond shall be payable in lawful money of the United States of America at the corporate trust office in Chicago, Illinois of U.S. Bank National Association, Chicago, Illinois, as trustee, or its successor in trust (the "Trustee"); provided, however, payment of the interest on any Interest Payment Date (as defined in the hereinafter defined Indenture) shall be (i) made to the registered owner hereof as of the close of business on the applicable Record Date (as defined in the hereinafter defined Indenture) with respect to such Interest Payment Date and shall be paid by check or draft mailed to such registered owner hereof at the address of such registered owner as it appears on the registration books of the City maintained by the Trustee as Bond Registrar or at such other address as is furnished in writing by such registered owner to the Trustee as Bond Registrar or (ii) made by wire transfer to such registered owner as of the close of business on such Record Date upon written notice of such wire transfer address in the continental United States by such registered owner to the Bond Registrar given prior to such Record Date (which notice may provide that it will remain in effect until revoked), provided that each such wire transfer shall be made only with respect to an owner of \$1,000,000 or more in aggregate principal

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amount of the Bonds as of the close of business on the Record Date relating to such Interest Payment Date, except, in each case, that if and to the extent that there shall be a default in the payment of the interest due on such Interest Payment Date, such defaulted interest shall be paid to the registered owners as provided in the

Indenture. So long as this Bond is restricted to being registered in the registration books of the City in the name of a Securities Depository (as defined in the Indenture), the provisions of the Indenture governing Book-Entry Bonds shall govern the payment of the principal of and interest on this Bond.

The Bonds are limited obligations of the City and shall not constitute an indebtedness of the City or a loan of credit thereof within the meaning of any constitutional or statutory limitation. Neither the faith and credit nor the taxing power of the City, the State of Illinois or any political subdivision thereof is pledged to the payment of the principal of the Bonds, or the interest or any premium thereon, or other costs incident thereto. The Bonds are payable solely from the revenues in the Indenture (as hereinafter defined) pledged to such payment, and no owner or owners of the Bonds shall ever have the right to compel any exercise of the taxing power of the City, the State of Illinois or any political subdivision thereof.

Reference is hereby made to the further provisions of this Bond set forth on the reverse hereof and such further provisions shall for all purposes have the same effect as if set forth at this place. All capitalized terms used in this Bond shall have the meanings assigned in the Indenture unless otherwise defined herein.

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

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

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In Witness Whereof, the City of Chicago has caused this Bond to be executed in its name by the manual or facsimile signature of its Mayor and the manual or facsimile of its corporate seal to be printed hereon and attested by the manual or facsimile signature of its City Clerk.

Dated:

City of Chicago

By:

Mayor

[SEAL] Attest:

By:

City Clerk

[DTC Legend]

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), any transfer, pledge or other use hereof for value or otherwise by or to any person is wrongful inasmuch as the registered owner hereof, Cede Co., has an interest herein.

[Form of Trustee's Certificate of Authentication]

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

**U.S. Bank National Association,**  
as Trustee

By:

Authorized Signature

[Form of Reverse of Bond]

This Bond is one of an authorized issue of bonds limited in aggregate principal amount to \$ \_\_\_\_\_,000 (the "Bonds") issued pursuant to, under authority of and in full compliance with the

Constitution and laws of the State of Illinois, particularly Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois and an ordinance of the City Council of the City, and executed under a Master Indenture of Trust securing Chicago O'Hare International Airport General Airport Revenue Senior Lien Obligations dated as of June 1, 2018, from the City to U.S. Bank National Association, as Trustee, as supplemented by a Sixty-Ninth Supplemental Indenture securing Chicago O'Hare International Airport General Airport Senior Lien Revenue [Refunding] Bonds, Series 20 , dated 1, 20 , from the City to the Trustee (collectively, the "Indenture"), [for the purpose of (i) refunding certain outstanding Prior Airport Obligations (as defined in the Indenture), and (ii) paying costs and expenses incidental thereto and to the issuance of the Bonds] [for the purpose of (i) paying the costs of certain projects for Chicago O'Hare International Airport which constitute Airport Projects under the Indenture, (ii) funding the Reserve Requirement (as defined in the Indenture) applicable to the Bonds, and (iii) paying costs and expenses incidental thereto and to the issuance of the Bonds].

The Bonds and the interest thereon are payable from Revenues (as defined in the Indenture) pledged to the payment thereof under the Indenture and certain other moneys held by or on behalf of the Trustee.

Copies of the Indenture are on file at the principal corporate trust office of the Trustee, and reference to the Indenture and any and all supplements thereto and modifications and amendments thereof is made for a description of the pledge and covenants securing the Bonds, the nature, extent and manner of enforcement of such pledge, the rights and remedies of the registered owners of the Bonds, and the limitations on such rights and remedies.

The Bonds are issuable only as fully registered Bonds in the authorized denominations described in the Indenture. Bonds may be transferred on the books of registration kept by the Bond Registrar by the owner in person or by his or her duly authorized attorney, upon surrender thereof, together with a written instrument of transfer executed by the owner or his or her duly authorized attorney. Upon surrender for registration of transfer of any Bond with all partial redemptions endorsed thereon at the principal office of the Bond Registrar, the City shall execute and the Trustee shall authenticate and deliver in the name of the transferee or transferees a new Bond or Bonds of the same maturity, series and interest rate, aggregate principal amount and tenor and of any authorized denomination or denominations and bearing numbers not contemporaneously outstanding under the Indenture.

Bonds may be exchanged at the principal office of the Bond Registrar for an equal aggregate principal amount of Bonds in the appropriate form and in the same maturity, series and interest rate, aggregate principal amount and tenor and of any authorized denomination or denominations. The City shall execute and the Trustee shall authenticate and deliver Bonds which the Bondholder making the exchange is entitled to receive.

Such registration of transfer or exchange of Bonds shall be without charge to the owners of such Bonds, but any taxes or other governmental charges required to be paid with respect to the same shall be paid by the owners of the Bond requesting such transfer or exchange as a condition precedent to the exercise of such privilege.

The Bond Registrar shall not be required to register for transfer or exchange any undelivered Bond or Bonds after the giving of notice calling such Bond for redemption or partial redemption has been made.

The person in whose name any Bond is registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of principal, premium, if any, or interest shall be made only to or upon the order of the registered owner thereof or his duly authorized attorney, but such registration may be changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

The Bonds maturing on January 1, 20\_\_ are subject to mandatory redemption, in part by lot as provided in the Indenture from mandatory Sinking Fund Payments, on January 1 in each of the years and in the respective principal amounts set forth below, at a redemption price equal to the principal amount thereof to be redeemed:

Year	Principal Amount
20__	\$ ,000
20__ ,000	

The Bonds maturing on January 1, 20\_\_ are subject to mandatory redemption, in part by lot as provided in the Indenture from mandatory Sinking Fund Payments, on January 1 in each of the years and in the respective principal amounts set forth below, at a redemption price equal to the principal amount thereof to be redeemed:

Year	Principal Amount
20__	\$ ,000
20__ ,000	20__ ,000

If the City redeems Bonds pursuant to optional redemption or purchases Bonds subject to mandatory redemption and cancels the same, then an amount equal to the principal amount of Bonds of such maturity so redeemed or purchased shall be deducted from the Principal Installments as provided for such Bonds of such maturity in such order as the City shall determine.

The Bonds maturing on or after January 1, 20\_\_ are subject to redemption, at the option of the City, on or after January 1, 20\_\_ , 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 Bond to be redeemed, plus accrued interest to the date of the redemption.

Notice of any such redemption must be given by the Trustee by first-class mail (or registered mail in the case of registered owners of at least \$1,000,000 of Bonds) not less than 30 or more than 60 days prior thereto to the registered owners of the Bonds. Failure to mail any such



for such redemption of Bonds.

This Bond and all other Bonds of the series of which it forms a part are issued pursuant to and in full compliance with the Constitution and laws of the State of Illinois, particularly Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois, and pursuant to an ordinance adopted by the City Council of the City, which ordinance authorizes the execution and delivery of the Indenture. This Bond and the series of which it forms a part are limited obligations of the City payable solely from the amounts pledged therefor under the Indenture.

No recourse shall be had for the payment of the principal of, premium, if any, or interest on any of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement in the Indenture contained against any past, present or future officer, employee or agent, or member of the City Council of the City, or any successor to the City, as such, either directly or through the City, or any successor to the City, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officer, employee or agent, or member of the City Council, as such, is hereby expressly waived and released as a condition of and in consideration for the execution of the Indenture and the issuance of any of the Bonds.

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

The Indenture prescribes the manner in which it may be discharged and after which the Bonds shall no longer be secured by or entitled to the benefits of the Indenture, except as provided in the Indenture and for the purposes of registration and exchange of Bonds and of such payment, including a provision that the Bonds shall be deemed to be paid if Federal Obligations, as defined therein, maturing as to principal and interest in such amounts and at such times as to insure the availability of sufficient moneys to pay the principal of, premium, if any, and interest on the Bonds and all necessary and proper fees, compensation and expenses of the Trustee shall have been deposited with the Trustee.

Modifications or alterations of the Indenture, or of any supplements thereto, may be made only to the extent and in the circumstances permitted by the Indenture.

[Form of Assignment]

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

Ten Com - as tenants in common Ten Ent - as tenants by the entireties Jt Ten - as joint tenants with right of survivorship and not as tenants in common

Unif Gift Min Act -Custodian (Cust) (Minor) under Uniform Gifts to Minors Act (State)

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

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

(Name and Address of Assignee) ^

the within Bond of the City of Chicago and does hereby irrevocably constitute and appoint to transfer said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated:

Signature:

Signature Guaranteed:

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

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Now, Therefore, This Sixty-Ninth Supplemental Indenture Witnesseth:

#### Granting Clauses

*That the City, in consideration of the premises and the acceptance by the Trustee of the trusts hereby created and of the purchase and acceptance of the Bonds by the Registered Owners thereof, and of the sum of one dollar, lawful money of the United States of America, to it duly paid by the Trustee at or before the execution and delivery of these presents, and for other good and valuable consideration, the receipt of which is hereby acknowledged, in order to secure the payment of the principal of, premium, if any, and interest on the Bonds according to their tenor and effect, to secure the performance and observance by the City of all the covenants expressed or implied herein and in the Bonds, does hereby assign and grant a security interest in and to the following to the Trustee, and its successors in trust and assigns forever, for the securing of the performance of the obligations of the City hereinafter set forth (the "Trust Estate"):*

#### Granting Clause First

All right, title and interest of the City in and to Revenues (as defined in the Indenture), to the extent pledged and assigned in the granting clauses of the Indenture.

#### Granting Clause Second

All moneys and securities from time to time held by the Trustee under the terms of this Sixty-Ninth Supplemental Indenture, except for moneys deposited with or paid to the Trustee and held in trust hereunder for the redemption of Bonds, notice of the redemption of which has been duly given.

#### Granting Clause Third

All moneys and securities from time to time held by the Trustee in the Common Debt Service Reserve Sub-Fund on a parity with the security interest in said Sub-Fund granted or to be granted to the present and future owners of Common Reserve Bonds (as defined in the Indenture).

#### Granting Clause Fourth

Any and all other property, rights and interests of every kind and nature from time to time hereafter by delivery or by writing of any kind granted, bargained, sold, alienated, demised, released, conveyed, assigned, transferred, mortgaged, pledged, hypothecated or otherwise subjected hereto, as and for additional security hereunder by the City or by any other person on its behalf or with its written consent to the Trustee, and the Trustee is hereby authorized to receive any and all property thereof at any and all times and to hold and apply the same subject to the terms hereof.

To Have and to Hold all and singular the Trust Estate, whether now owned or hereafter acquired, unto the Trustee and its successors in said trust and assigns forever;

In Trust Nevertheless, upon the terms and trusts herein set forth for the equal and proportionate benefit, security and protection of all present and future owners of the Bonds,

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without privilege, priority or distinction as to the lien or otherwise of any of the foregoing over any other of the foregoing except to the extent herein or in the Indenture otherwise specifically provided;

Provided, However, that if the City, its successors or assigns shall well and truly pay, or cause to be paid, the principal of, premium, if any, and interest on the Bonds due or to become due thereon, at the times and in the manner set forth therein according to the true intent and meaning thereof, and shall cause the payments to be made on the Bonds as required under Article VI hereof, or shall provide, as permitted hereby, for the payment thereof and shall well and truly cause to be kept, performed and observed all of its covenants and conditions pursuant to the terms of the Indenture and this Sixty-Ninth Supplemental Indenture and shall pay or cause to be paid to the Trustee all sums of money due or to become due to it in accordance with the terms and provisions hereof, then upon the final payment thereof this Sixty-Ninth Supplemental Indenture and the rights hereby granted shall cease, determine and be void; otherwise this Sixty-Ninth Supplemental Indenture shall remain in full force and effect.

This Sixty-Ninth Supplemental Indenture Further Witnesseth, and it is expressly declared, that all Bonds issued and secured hereunder are to be issued, authenticated and delivered and all said property, rights and interests and any other amounts hereby assigned and pledged are to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as herein expressed, and the City has agreed and covenanted, and does hereby agree and covenant, with the Trustee and with the respective owners of the Bonds, as follows:

### ARTICLE I Definitions

All capitalized terms used herein unless otherwise defined shall have the same meaning as used in Article I of the Indenture. In addition, the following words and phrases shall have the following meanings for purposes of this Sixty-Ninth Supplemental Indenture:

"Authorized Denomination" means the principal amount of \$5,000 or any integral multiple thereof.

"Bond Registrar" means the person designated to serve as Bond Registrar pursuant to Section 2.09.

"Bondholder" or "holder" or "owner of the Bonds" or "registered owner" means the Registered Owner of any Bond.

"Bonds" means the Chicago O'Hare International Airport General Airport Senior Lien

Revenue [Refunding] Bonds, Series 20 , authorized to be issued pursuant to Article II.

"Business Day" means a day on which banks located in the city in which the principal corporate trust office of the Trustee is located are not required or authorized to remain closed, and are not in fact closed.

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"Costs of Issuance Account" means the account of that name established in the 20 Dedicated Sub-Fund as described in Section 4.02.

"Date of Issuance" means \_\_\_\_\_, 20\_\_\_\_, the date of original issuance and delivery of the Bonds hereunder.

"Debt Service Reserve Account" means the account of that name established in the 20 Dedicated Sub-Fund as described in Section 4.02.

"DTC means Depository Trust Company, and its successors and assigns.

"Indenture" means the Master Indenture of Trust securing Chicago O'Flare International Airport General Airport Revenue Senior Lien Obligations, dated as of June 1, 2018, from the City to the Trustee, pursuant to which Senior Lien Obligations are authorized to be issued, and any amendments and supplements thereto, including this Sixty-Ninth Supplemental Indenture. References to Articles and Sections of the Indenture shall be deemed to refer to Articles and Sections of the Indenture.

^Insured Bonds" means the \_\_\_\_\_,000 principal amount of Bonds maturing on January 1, 20\_\_\_\_.]

! ["Insurer" or \_\_\_\_\_ " means \_\_\_\_\_, or any successor thereto or assignee thereof]

"Interest Payment Date" means January 1 and July 1 of each year, commencing \_\_\_\_\_ 1, 202\_\_.

"Moody's" means Moody's Investors Service, Inc., a corporation organized and existing under the laws of the State of Delaware, its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "Moody's" shall be deemed to refer to any other nationally recognized securities rating agency designated by the City by notice to the Trustee.

"Ordinance" means the ordinance duly adopted and approved by the City Council of the City on \_\_\_\_\_, 2021, which authorizes the issuance and sale of the Bonds and the execution of this Sixty-Ninth Supplemental Indenture.

"Participant," when used with respect to any Securities Depository, means any participant of such Securities Depository.

["Policy" means the Municipal Bond Insurance Policy issued by the Insurer guaranteeing the scheduled payment of principal and interest on the Insured Bonds when due. ]

"Principal and Interest Account" means the account of that name established in the 20 Dedicated Sub-Fund as described in Section 4.02.

"Prior Airport Obligations" means the \$ \_\_\_\_\_,000 outstanding aggregate principal amount of Chicago O'Hare International Airport General Airport [Senior] [Third] Lien Revenue

[Refunding] Bonds, Series , constituting Senior Lien Obligations and more particularly described as follows:

Principal Amount

20 20 20 20 20 20 20 20 20  
,000 ,000 ,000 ,000 ,000 ,000 ,000 ,000 ,000

"Project Account" means the account of that name established in the 20 Dedicated Sub-Fund as described in Section 4.02.

"Program Fee Account" means the account of that name established in the 20 Dedicated Sub-Fund as described in Section 4.02.

"Qualified Credit Provider" means the issuer of a Qualified Reserve Account Credit Instrument, if any.

"Qualified Reserve Account Credit Instrument" means a letter of credit, surety bond or non-cancellable insurance policy issued by a domestic or foreign bank, insurance company or other financial institution whose debt obligations on the date of issuance thereof are rated in the highest rating category by S&P and Moody's and, if rated by A.M. Best & Company, is rated in the highest rating category by A.M. Best & Company. Any such letter of credit, surety bond or insurance policy shall be issued in the name of the Trustee and shall contain no restrictions on the ability of the Trustee to receive payment thereunder other than a certification of the Trustee that the funds drawn thereunder are to be used for purposes for which moneys in the Debt Service Reserve Account may be used under this Sixty-Ninth Supplemental Indenture.

"Record Date" means June 15 and December 15 of each year.

"Registered Owner" means the person or persons in whose name or names a Bond shall be registered on the books of the City kept for that purpose in accordance with provisions hereof.

"Reserve Requirement" means, as of the date of computation, an amount equal to the lesser of (a) \$ and (b) the maximum amount of principal of and interest on the Bonds payable in the current or any future Bond Year.

"Securities Depository" means DTC and any other securities depository registered as a clearing agency with the Securities and Exchange Commission pursuant to Section 17A of the

Securities Exchange Act of 1934, as amended, and appointed as the securities depository for the Bonds.

"Sixty-Ninth Supplemental Indenture" means this Sixty-Ninth Supplemental Indenture and any amendments and supplements hereto.

"S&P" means S&P Global Ratings, a business unit of Standard & Poor's Financial Services LLC, a

corporation organized and existing under the laws of the State of New York, its successors and assigns, and, if such entity shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "S&P" shall be deemed to refer to any other nationally recognized securities rating agency designated by the City by notice to the Trustee.

"State" means the State of Illinois.

"Tax Certificates" means the Tax Compliance Certificate and the General Tax Certificate of the City with respect to the Bonds, each dated the date of issuance of the Bonds.

"Trust Estate" means the property conveyed to the Trustee pursuant to the Granting Clauses hereof.

"20 Airport Projects" means the Airport Projects being financed with the proceeds of the Bonds as described in the Tax Certificates.

"20 Dedicated Sub-Fund" means the fund of that name established and described in Section 4.02.

## ARTICLE II The Bonds

Section 2.01. Authorized Amount of Bonds. No Bonds may be issued under the provisions of this Sixty-Ninth Supplemental Indenture except in accordance with this Article. [The Bonds are being issued to provide funds to redeem the Prior Airport Obligations and to pay costs of issuance of the Bonds.] [The Bonds are being issued to provide funds to pay, or to reimburse the City for payment of, costs of the 20 Airport Projects, to fund the Reserve Requirement, and to pay costs of issuance of the Bonds.] Except as provided in Section 2.08 hereof, the total original principal amount of Bonds that may be issued hereunder is hereby expressly limited to \$ ,000.

Section 2.02. Issuance of Bonds; Denominations; Numbers. The Bonds shall be issued in the aggregate principal amount of \$ ,000 and shall be designated "City of Chicago, Chicago O'Hare International Airport General Airport Senior Lien Revenue [Refunding] Bonds, Series 20 ."

The Bonds shall be issued as registered bonds without coupons. The Bonds shall be issued only in Authorized Denominations. The Bonds shall be numbered consecutively from 1 upward

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bearing numbers not then contemporaneously outstanding (in order of issuance) according to the records of the Bond Registrar.

The Bonds shall be dated as of the Interest Payment Date next preceding their date of authentication, unless such date of authentication is an Interest Payment Date, in which case the Bonds shall be dated as of such Interest Payment Date, or unless such Bonds are authenticated prior to the first Interest Payment Date, in which event the Bonds shall be dated as of the Date of Issuance.





Except as provided in Sections 2.09 and 2.10 hereof, the interest on the Bonds shall be paid by check drawn upon the Trustee and mailed to the persons in whose names the Bonds are registered at the address of each such person as it appears on the registration books maintained by the Bond Registrar at the close of business on the Record Date next preceding each Interest Payment Date or at such other address as is furnished in writing by such Registered Owner to the Bond Registrar. Interest on the Bonds shall be paid by wire transfer to any Registered Owner who at the close of business on such Record Date has given written notice of its wire transfer address in the continental United States to the Bond Registrar prior to such Record Date (which notice may provide that it will remain in effect until revoked), provided that each such wire transfer shall be made only with respect to a Registered Owner of \$1,000,000 or more in aggregate original principal amount of the Bonds as of the close of business on such Record Date.

Section 2.04. Execution; Limited Obligations. The Bonds shall be executed on behalf of the City with the official manual or facsimile signature of the Mayor of the City and attested with the official manual or facsimile signature of its City Clerk, and shall have affixed, impressed, imprinted or otherwise reproduced thereon the corporate seal of the City or a facsimile thereof. In case any officer whose signature or a facsimile of whose signature shall appear on the Bonds shall cease to be such officer before the delivery of such Bonds, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, as if he or she had remained in office until delivery.

The Bonds are issued pursuant to and in full compliance with the Constitution and laws of the State of Illinois, and pursuant to the Ordinance, which authorizes the execution and delivery of this Sixty-Ninth Supplemental Indenture. The Bonds are not general obligations of the City but limited obligations payable solely from Revenues (except to the extent paid out of moneys attributable to the proceeds derived from the sale of the Bonds or to income from the temporary investment thereof) and shall be a valid claim of the respective Registered Owners thereof only against the 20 Dedicated Sub-Fund [, the Common Debt Service Reserve Sub-Fund on a parity with other Common Reserve Bonds] and other moneys held by the Trustee or otherwise pledged therefor, which amounts are hereby pledged, assigned and otherwise held as security for the equal and ratable payment of the Bonds and shall be used for no other purpose than to pay the principal of, premium, if any, and interest on the Bonds, except as may be otherwise expressly authorized in the Indenture or in this Sixty-Ninth Supplemental Indenture.

The Bonds shall not constitute an indebtedness of the City or a loan of credit thereof within the meaning of any constitutional or statutory limitation, and neither the faith and credit nor the taxing power of the City, the State or any political subdivision thereof is pledged to the payment of the principal of, premium, if any, or interest on the Bonds or other costs incident thereto.

Section 2.05. Authentication. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Sixty-Ninth Supplemental Indenture unless and until such certificate of authentication in substantially the form hereinabove set forth shall have been duly executed by the Trustee, and such executed certificate of the Trustee upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Sixty-Ninth Supplemental Indenture. The Trustee's certificate of authentication on any Bond shall

be deemed to have been executed by it if (a) signed by an authorized signatory of the Trustee, but it shall not be

necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder, and (b) the date of authentication on the Bond is inserted in the place provided therefor on the certificate of authentication.

Section 2.06. Form of Bonds; Temporary Bonds. The Bonds issued under this Sixty-Ninth Supplemental Indenture shall be substantially in the form hereinbefore set forth, with such appropriate variations, omissions and insertions as are permitted or required by this Sixty-Ninth Supplemental Indenture.

Pending preparation of definitive Bonds, or by agreement with the purchasers of the Bonds, the City may issue and, upon its request, the Trustee shall authenticate, in lieu of definitive Bonds, one or more temporary printed or typewritten Bonds in Authorized Denominations and of substantially the tenor recited above. Upon request of the City, the Trustee shall authenticate definitive Bonds in exchange for and upon surrender of any equal principal amount of temporary Bonds. Until so exchanged, temporary Bonds shall have the same rights, remedies and security hereunder as definitive Bonds.

Section 2.07. Delivery of Bonds. Upon the execution and delivery of this Sixty-Ninth Supplemental Indenture, the City shall execute and deliver to the Trustee, and the Trustee shall authenticate, the Bonds and deliver them to the purchasers as may be directed by the City as hereinafter in this Section 2.07 provided.

Prior to the delivery by the Trustee of any of the Bonds there shall be filed with the Trustee:

- a) A copy, duly certified by the City Clerk, of the Ordinance;
- b) Original executed counterpart of the Indenture;
- c) Original executed counterpart of this Sixty-Ninth Supplemental Indenture;
- d) A Counsel's Opinion to the effect that (i) the Indenture and this Sixty-Ninth Supplemental Indenture have been duly and lawfully authorized by all necessary action on the part of the City, have been duly and lawfully executed by authorized officers of the City, are in full force and effect and are valid and binding upon the City and enforceable in accordance with their terms (except as limited by any applicable bankruptcy, liquidation, reorganization, insolvency or other similar laws or by general principles of equity if equitable remedies are sought); (ii) the Indenture and this Sixty-Ninth Supplemental Indenture create the valid pledge of Revenues, moneys and securities which they purport to create; and (iii) upon their execution, authentication and delivery, the Bonds will have been duly and validly authorized and issued in accordance with the Constitution and laws of the State of Illinois, the Indenture and this Sixty-Ninth Supplemental Indenture;
- e) A written order as to the delivery of the Bonds, executed by an Authorized Officer stating (i) the identity of the purchasers, aggregate purchase price and date and place of delivery of the Bonds and (ii) that no Event of Default has occurred and is continuing under the Indenture or this Sixty-Ninth Supplemental Indenture;

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- (f) The Certificate of the City required by Section 206(e) of the Indenture; and

[(g) A Certificate of an Independent Airport Consultant or a Certificate of the City complying with Section 206(f) of the Indenture.]

[(h) Either the Certificate required by Section 206(f) of the Indenture or the Certificate of the City required by Section 207(b) of the Indenture.]

Section 2.08. Mutilated, Lost, Stolen or Destroyed Bonds. If any Bond is mutilated, lost, stolen or destroyed, the City may execute and the Trustee may authenticate a new Bond of like date, maturity, interest rate and denomination as the Bond mutilated, lost, stolen or destroyed, provided that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Trustee, and in the case of any lost, stolen or destroyed Bond, there shall be first furnished to the City and the Trustee evidence of such loss, theft or destruction satisfactory to the City and the Trustee, together with indemnity satisfactory to them. In the event any such Bond shall have matured, instead of issuing a substitute Bond the City may pay the same without surrender thereof. The City and the Trustee may charge the Registered Owner of such Bond with their reasonable fees and expenses in this connection. All Bonds so surrendered to the Trustee shall be cancelled and destroyed, and evidence of such destruction shall be given to the City. Upon the date of final maturity or redemption of all of the Bonds, the Trustee shall destroy any inventory of unissued certificates.

**Section 2.09. Registration and Exchange of Bonds; Persons Treated as Owners.**

The City shall cause books for the registration and for the transfer of the Bonds as provided in this Sixty-Ninth Supplemental Indenture to be kept by the Trustee as the Bond Registrar of the City. Upon surrender for transfer of any Bond at the principal office of the Bond Registrar, duly endorsed for transfer or accompanied by an assignment duly executed by the Registered Owner or his or her attorney duly authorized in writing, the City shall execute and the Bond Registrar shall authenticate and deliver in the name of the transferee or transferees a fully registered Bond for a like aggregate principal amount.

Bonds may be exchanged at the principal office of the Bond Registrar for a like aggregate principal amount of fully registered Bonds of the same maturity of other authorized denominations. The City shall execute and the Bond Registrar shall authenticate and deliver Bonds which the Bond owners making the exchange are entitled to receive, bearing numbers not contemporaneously then outstanding. The execution by the City of any Bond of any denomination shall constitute full and due authorization of such denomination and the Bond Registrar shall thereby be authorized to authenticate and deliver such Bond.

The Bond Registrar shall not be required to register for transfer or exchange any undelivered Bond or any Bond after the giving of notice calling such Bond for redemption or partial redemption.

The person in whose name any fully registered Bond is registered at the close of business on any Record Date with respect to any Interest Payment Date shall be entitled to receive the interest payable on such Interest Payment Date notwithstanding the cancellation of such registered Bond upon any transfer or exchange thereof subsequent to the Record Date and prior to such

Interest Payment Date, except if and to the extent there shall be a default in the payment of the interest due on such Interest Payment Date, in which case such defaulted interest shall be paid to the person in whose name such Bond is registered either at the close of business on the day preceding the date of payment of such

defaulted interest or on a subsequent Record Date for such payment if one shall have been established as hereinafter provided. A subsequent Record Date may be established by or on behalf of the City by notice mailed to the Registered Owners of Bonds not less than 10 days preceding such Record Date, which Record Date shall be not more than 30 days prior to the subsequent interest payment date.

Except as provided in the Indenture, as to any Bond the person in whose name the same shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of principal, premium, if any, or interest on any Bond shall be made only to or upon the written order of the Registered Owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

In each case the Bond Registrar shall require the payment by the Bondowner requesting exchange or transfer of any tax or other governmental charge required to be paid with respect to such exchange or transfer, but otherwise no charge shall be made to the Bondowner for such exchange or transfer.

Section 2.10. Book-Entry Provisions. The provisions of this Section shall apply so long as the Bonds are maintained in book-entry form with DTC or another Securities Depository, any provisions of this Sixty-Ninth Supplemental Indenture to the contrary notwithstanding.

a) Payments. The Bonds shall be payable to the Securities Depository, or its nominee, as the Registered Owner of the Bonds, in next day funds on each date on which the principal of, premium, if any, and interest on the Bonds is due as set forth in this Sixty-Ninth Supplemental Indenture and in the Bonds. Such payments shall be made to the offices of the Securities Depository specified by the Securities Depository to the City and the Trustee in writing. Without notice to or the consent of the beneficial owners of the Bonds, the City and the Securities Depository may agree in writing to make payments of principal and interest in a manner different from that set forth herein. If such different manner of payment is agreed upon, the City shall give the Trustee notice thereof, and the Trustee shall make payments with respect to the Bonds in the manner specified in such notice as set forth herein. Neither the City nor the Trustee shall have any obligation with respect to the transfer or crediting of the principal of, premium, if any, and interest on the Bonds to Participants or the beneficial owners of the Bonds or their nominees.

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

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c) Discontinuance of Book-Entry or Change of Securities Depository. If, following a determination or event specified in paragraph (b) above, the City discontinues the maintenance of the Bonds in book-entry form with the then current Securities Depository, the City will issue replacement Bonds to the replacement Securities Depository, if any, or, if no replacement Securities Depository is selected for the Bonds, directly to the Participants as shown on the records of the former Securities Depository or, to the extent requested by any

Participant, to the beneficial owners of the Bonds shown on the records of such Participant. Replacement Bonds shall be in fully registered form and in Authorized Denominations, be payable as to interest on the Interest Payment Date of the Bonds by check or draft mailed to each Registered Owner at the address of such Registered Owner as it appears on the bond registration books maintained by the City for such purpose at the principal corporate trust office of the Trustee or at the option of any Registered Owner of not less than \$1,000,000 original principal amount of Bonds, by wire transfer to any address in the continental United States of America on such Interest Payment Date to such Registered Owner as of such Record Date, if such Registered Owner provides the Trustee with written notice of such wire transfer address not later than the Record Date (which notice may provide that it will remain in effect with respect to subsequent Interest Payment Dates unless and until changed or revoked by subsequent notice). Principal and redemption premium, if any, on the replacement Bonds are payable only upon presentation and surrender of such replacement Bond or Bonds at the principal corporate trust office of the Trustee.

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

### ARTICLE III

#### Redemption of Bonds Before Maturity

Section 3.01. Redemption Dates and Prices. The Bonds shall be subject to redemption prior to maturity in the amounts, at the times and in the manner provided in this Article III.

(a) Optional Redemption. The Bonds maturing on and after January 1, 20\_\_ are subject to redemption at the option of the City on or after January 1, 20\_\_, 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 Bond to be redeemed, plus accrued interest to the date of the redemption.

(b) Mandatory Sinking Fund Redemption. The Bonds maturing on January 1, 20\_\_ are subject to mandatory redemption, in part by lot as provided in the Indenture from mandatory Sinking Fund Payments, on January 1 in each of the years and in the respective principal amounts set forth below, at a redemption price equal to the principal amount thereof to be redeemed:

Year	Principal Amount
20__	\$ ,000
20__,000	

The January 1, 20\_\_ Principal Installment of the 20\_\_ term Bonds is \$ \_\_,000.

The Bonds maturing on January 1, 20\_\_ are subject to mandatory redemption, in part by lot as provided in the Indenture from mandatory Sinking Fund Payments, on January 1 in each of the years and in the respective principal amounts set forth below, at a redemption price equal to the principal amount thereof to be redeemed:

Year	Principal Amount
20__	\$ __,000
20__,000 20__,000	

The January 1, 20\_\_ Principal Installment of the 20\_\_ term Bonds is \$ \_\_,000.

If the City redeems Bonds pursuant to optional redemption or purchases Bonds subject to mandatory redemption and cancels the same, then an amount equal to the principal amount of Bonds of such maturity so redeemed or purchased shall be deducted from the Principal Installments as provided for such Bonds of such maturity in such order as the Chief Financial Officer of the City shall determine.

Section 3.02. Notice of Redemption. Notice of the redemption of Bonds or any portion thereof pursuant to Section 3.01 hereof identifying the Bonds or portions thereof to be redeemed, specifying the redemption date, the Redemption Price, the places and dates of payment, that from the redemption date interest will cease to accrue, and whether the redemption is conditioned upon sufficient moneys being available on the redemption date (or any other condition), shall be given by the Trustee by mailing a copy of such redemption notice not less than 30 nor more than 60 days prior to the date fixed for redemption, to the Registered Owner of each Bond to be redeemed in whole or in part at the address shown on the registration books. Redemption notices shall be sent by first class mail, except that notices to Registered Owners of at least \$1,000,000 of Bonds shall be sent by registered mail. Failure to mail any such notice to the Registered Owner of any Bond or any defect therein shall not affect the validity of the proceedings for such redemption of Bonds.

Any notice mailed as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Registered Owner of any Bond receives the notice.

Section 3.03. Deposit of Funds. For the redemption of any of the Bonds, the City shall cause to be deposited in the Principal and Interest Account moneys sufficient to pay when due the principal of and premium, if any, and interest on the redemption date to be applied in accordance with the provisions of Section 4.05 hereof.

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**Section 3.04. Partial Redemption of Bonds.**

a) If a Bond is of a denomination larger than the minimum Authorized Denomination, all or a portion of such Bond (equal to the minimum Authorized Denomination or any integral multiple thereof) may be redeemed but such Bond shall be redeemed only in a principal amount equal to the minimum Authorized

Denomination or any integral multiple thereof.

b) Upon surrender of any Bond for redemption in part only, the City shall execute and the Bond Registrar shall authenticate and deliver to the Registered Owner thereof, at the expense of the City, a new Bond or Bonds of Authorized Denominations in aggregate principal amount equal to the unredeemed portion of the Bond surrendered.

Section 3.05. Selection of Bonds for Redemption. If less than all of the Bonds of like maturity and interest rate are called for redemption, the Bonds (or portions thereof) to be redeemed shall be selected by lot by the Trustee.

## ARTICLE IV Revenues and

### Funds

Section 4.01. Source of Payment of Bonds. The Bonds are not general obligations of the City but are limited obligations as described in Section 2.04 hereof and as provided herein and in the Indenture.

#### Section 4.02. Creation of Dedicated Sub-Fund and Accounts in the Debt Service Fund.

a) Creation of 20 Dedicated Sub-Fund. There is hereby created by the City and ordered established with the Trustee a separate and segregated Dedicated Sub-Fund within the Debt Service Fund, such Dedicated Sub-Fund to be designated the "Chicago O'Hare International Airport 20 Senior Lien Bond Dedicated Sub-Fund" (hereinafter called the "20 Dedicated Sub-Fund"). Moneys on deposit in the 20 Dedicated Sub-Fund, and in each Account established therein as hereinafter provided, shall be held in trust by the Trustee for the sole and exclusive benefit of the Registered Owners of the Bonds, and shall not be used or available for the payment of any other Senior Lien Obligations.

b) Creation of Accounts. There are hereby created by the City and ordered established

b) with the Trustee separate Accounts within the 20 Dedicated Sub-Fund, designated as follows:

i) Costs of Issuance Account: an Account to be designated the "Chicago O'Hare International Airport 20 Senior Lien Costs of Issuance Account" (hereinafter called the "Costs of Issuance Account");

ii) Program Fee Account: an Account to be designated the "Chicago O'Hare International Airport 20 Senior Lien Program Fee Account" (hereinafter called the "Program Fee Account");

iii) Principal and Interest Account: an Account to be designated the "Chicago O'Hare International Airport 20 Senior Lien Principal and Interest Account" (hereinafter called the "Principal and Interest Account");

iv) Project Account: an Account to be designated the "Chicago O'Hare International Airport 20 Senior Lien Project Account" (hereinafter called the "Project Account"); and

v) Debt Service Reserve Account: an Account to be designated the "Chicago O'Hare International Airport 20 Senior Lien Debt Service Reserve Account" (the "Debt Service Reserve Account").

Section 4.03. Application of Bond Proceeds and Available Funds. The proceeds received by the City from the sale of the Bonds shall be applied as follows:

(a) Redemption, Payment or Defeasance of Prior Airport Obligations: the amount of \$ shall be applied by the Trustee for the redemption, payment or defeasance of the Prior Airport Obligations;

b) Deposit to Costs of Issuance Account: the Trustee shall deposit the amount

b) of \$ into the Costs of Issuance Account;

c) Deposit to Debt Service Reserve Account: the Trustee shall deposit the amount of \$ into the Debt Service Reserve Account, being an amount equal to the Reserve Requirement;

d) Deposit to Project Account: the Trustee shall deposit the amount of

d) \$ into the Project Account;

e) Deposit to Common Debt Service Reserve Sub-Fund: the Trustee shall

e) deposit the amount of \$ into the Common Debt Service Reserve Sub-

e) Fund.

(f) Payment to the Insurer: the amount of shall be applied to pay the premium due to the Insurer for the Policy.

On the Date of Issuance, the Trustee shall transfer from the Debt Service Reserve Account of the Chicago O'Hare International Airport Bond Dedicated Sub-Fund to the Debt Service Reserve Account, the sum of \$ , being the Reserve Requirement for the Bonds.

Section 4.04. Deposits into 20 Dedicated Sub-Fund and Accounts Therein. On January 1 and July 1 of each year, commencing 1, 202 (each such date referred to herein as the "Deposit Date") there shall be deposited into the 20 Dedicated Sub-Fund from amounts on deposit in the Debt Service Fund an amount equal to the aggregate of the following amounts, which amounts shall have been calculated by the Trustee on the next preceding December 5 or June 5 (in the case of each January 1 or July 1, respectively) (such



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aggregate amount with respect to any Deposit Date being referred to herein as the "20 Deposit Requirement"):

(a) for deposit into the Principal and Interest Account, an amount equal to the aggregate of: (i) [for the January 1, 20 Deposit Date, the Principal Installment due January 1, 20 , and thereafter,] one-half of the Principal Installment coming due on the Bonds on the January 1 next succeeding such date of calculation and (ii) the amount of interest due on the Bonds on the current Deposit Date (reduced, in the case of each January 1 Deposit Date, by investment earnings credited as of the immediately prior calculation date to the Principal and Interest Account);

b) for deposit into the Debt Service Reserve Account, the amount, if any, required as of the close of business on such Deposit Date to restore the Debt Service Reserve Account to an amount equal to the Reserve Requirement, including reimbursement of any Qualified Credit Provider; and

c) for deposit into the Program Fee Account, the amount estimated by the City to be required as of the close of business on such Deposit Date to pay all fees and expenses with respect to the Bonds during the semi-annual period commencing on such Deposit Date.

In addition to the 20 Deposit Requirement, there shall be deposited into the 20 Dedicated Sub-Fund any other moneys received by the Trustee under and pursuant to the Indenture or this Sixty-Ninth Supplemental Indenture, when accompanied by directions from the person depositing such moneys that such moneys are to be paid into the 20 Dedicated Sub-Fund and to one or more accounts therein.

Section 4.05. Use of Moneys in Principal and Interest Account and the Debt Service Reserve Account for Payment of Bonds. Moneys in the Principal and Interest Account shall be used solely for payment of principal of, premium, if any, and interest due on each Payment Date with respect to the Bonds (including the optional redemption of Bonds pursuant to Section 3.01(a) hereof) and not otherwise provided for, ratably, without preference or priority of any kind.

Moneys in the Debt Service Reserve Account shall be used solely for the payment of the principal of, premium, if any, and interest on the Bonds, without preference or priority of any kind, but only if and to the extent moneys are not available for such purpose in the Principal and Interest Account.

Section 4.06. Use of Moneys in the Costs of Issuance Account and the Program Fee Account. Moneys in the Costs of Issuance Account shall be used solely for the payment or reimbursement of Costs of Issuance of the Bonds as directed in a Certificate filed with the Trustee. If after the payment of all Costs of Issuance, as specified in a Certificate filed with the Trustee, there shall be any balance remaining in the Costs of Issuance Account, such balance shall be transferred to the Program Fee Account.

Moneys in the Program Fee Account shall be used solely for the payment of fees and expenses with respect to the Bonds as set forth in a Certificate filed with the Trustee.

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Section 4.07. Tax Covenants. The City covenants to take any action required by the provisions of the Code and within its power to take in order to preserve the exemption from federal income taxation of interest on the Bonds (other than with respect to an alternative minimum tax imposed on interest on the Bonds), including, but not limited to, the provisions of Section 148 of the Code relating to "arbitrage bonds." The City covenants to comply with the provisions of the Tax Certificates.

Section 4.08. Nonpresentment of Bonds. If any Bond shall not be presented for payment when the principal thereof becomes due, either at maturity, or at the date fixed for redemption thereof, or otherwise, if moneys sufficient to pay any such Bond shall have been made available to the Trustee for the benefit of the Registered Owner or Owners thereof, subject to the provisions of the immediately following paragraph, all liability of the City to the Registered Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such moneys, without liability for interest thereon, for the benefit of the Registered Owner of such Bond who shall thereafter be restricted exclusively to such moneys, for any claim of whatever nature under the Indenture or this Sixty-Ninth Supplemental Indenture or on, or with respect to, such Bond.

Any moneys so deposited with and held by the Trustee not so applied to the payment of Bonds within two years after the date on which the same shall have become due shall be repaid by the Trustee to the City upon direction of an Authorized Officer, and thereafter the Registered Owners of such Bonds shall be entitled to look only to the City for payment, and then only to the extent of the amount so repaid, and all liability of the Trustee with respect to such moneys shall thereupon cease, and the City shall not be liable for any interest thereon and shall not be regarded as a trustee of such moneys.

Before being required to make any such payment to the City, the Trustee may, at the expense of the City, publish such notice as may be deemed appropriate by the Trustee listing the Bonds so payable and not presented, and stating that such moneys remain unclaimed and that after a date set forth therein any balance thereof then remaining will be paid to the City. The obligation of the Trustee under this Section 4.08 to pay any such funds to the City shall be subject, however, to any provisions of law applicable to the Trustee or to such funds providing other requirements for disposition of unclaimed property.

Section 4.09. Moneys to Be Held in Trust. All moneys required to be deposited with or paid to the Trustee for the account of any Fund or Account referred to in any provision of this Sixty-Ninth Supplemental Indenture shall be held by the Trustee in trust as provided in Section 1003 of the Indenture, and shall, while held by the Trustee, constitute part of the Trust Estate and be subject to the lien or security interest created hereby.

#### **Section 4.10. Debt Service Reserve Account.**

(a) The City shall maintain the Debt Service Reserve Account in an amount equal to the Reserve Requirement, which requirement may be satisfied with (i) one or more Qualified Reserve Account Credit Instruments, (ii) Qualified Investments, or (iii) a combination thereof. Any Qualified Investments held to the credit of the Debt Service Reserve Account shall be valued in accordance with Section 307 of the Indenture. If on any valuation date as provided in

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Section 307 of the Indenture the amount on deposit in the Debt Service Reserve Account is more than the Reserve Requirement, the amount of such excess shall be transferred by the Trustee for deposit into the Revenue Fund established under the Indenture.

(b) If at any time the Debt Service Reserve Account holds both a Qualified Reserve Account Credit Instrument and Qualified Investments, the Qualified Investments shall be liquidated and the proceeds applied for the purposes for which Debt Service Reserve Account moneys may be applied under this Sixty-Ninth Supplemental Indenture prior to any draw being made on the Qualified Reserve Account Credit Instrument. If the Debt Service Reserve Account holds Qualified Reserve Account Credit Instruments issued by more than one issuer, draws shall be made under such credit instruments on a pro rata basis to the extent of available funds.

Amounts deposited in the 20            Dedicated Sub-Fund for the purpose of restoring amounts withdrawn from the Debt Service Reserve Account shall be applied first to reimburse the Qualified Credit Provider and thereby reinstate the Qualified Reserve Account Credit Instrument and next to make deposits into the Debt Service Reserve Account.

[Section 4.11. Common Debt Service Reserve Sub-Fund. The City hereby designates the Bonds as Common Reserve Bonds. The City and the Trustee covenant and agree that the Common Debt Service Reserve Sub-Fund is to be administered for the equal benefit, protection and security of the Owners of the Common Reserve Bonds and that, with respect to the Common Debt Service Reserve Sub-Fund, all Outstanding Common Reserve Bonds are on a parity and rank equally without preference, priority or distinction.]

Section 4.12. Deposits into Project Account. Pending application as provided in Section 4.13, moneys in the Project Account shall be held in trust by the Trustee as provided in Section 4.09.

Section 4.13. Costs of 20    Airport Projects. For the purposes of this Indenture, the costs of the 20    Airport Projects shall include:

(a)    Obligations incurred for labor and to contractors, builders, and materialmen in connection with the construction, installation and acquisition of the 20            Airport Projects or any part thereof, and obligations incurred for the installation and acquisition of machinery and equipment;

b) Payment to owners and others for real property including payments for options, easements or other contractual rights;

c) All expenses incurred in the acquisition of real property, including all costs and expenses of whatever kind in connection with the exercise of the power of eminent domain, and including the cost of title searches and reports, abstracts of title, title certificates and opinions, title guarantees, title insurance policies, appraisals, negotiations and surveys;

d)    The amount of any damage incidence to or consequent upon the

d)    construction, installation and acquisition of the 20    Airport Projects;

e) The cost of any indemnity, fidelity and surety bonds, the fees and expenses of the Fiduciaries during construction, installation and acquisition of 20 Airport Projects, and premiums on insurance, if any, in connection with such 20 Airport Projects during construction, installation and acquisition, including builders' risk insurance;

f) The cost of engineering and architectural services which includes borings and other preliminary investigations to determine foundation or other conditions, expenses necessary or incident to the development of contract documents and supervising construction, as well as for the performance of all other duties of engineers and architects set forth herein in relation to the construction, installation and acquisition of such 20 Airport Projects or the issuance of the Bonds therefor;

g) Costs of Issuance;

h) Any cost properly chargeable to such 20 Airport Projects prior to and during construction, installation and acquisition;

(i) The cost of restoring, repairing and placing in its original condition, as

nearly as practicable, all public or private property damaged or destroyed in the construction of such 20 Airport Projects and the cost thereof, or the amount required to be paid by the City as adequate compensation for such damage or destruction, and all costs lawfully incurred or damages lawfully payable, with respect to the restoration, relocation, removal, reconstruction or duplication of property made necessary or caused by the construction and installation of such 20 Airport Projects and the cost thereof;

(j) Any obligation or expense incurred by the City for moneys advanced in connection with the construction, installation and acquisition of 20 Airport Projects and the cost thereof; and

(k) All other items of cost and expense not elsewhere in this Section specified, incident to the construction, installation and acquisition of 20 Airport Projects and the financing thereof, including the payment of interest on Bonds.

Section 4.14. Disbursements from Project Account, (a) All disbursements from the Project Account shall be made in accordance with requisitions signed by the Chief Financial Officer or the City Comptroller in respect of each payment, as to the following:

i) Item number of the payment;

ii) The name of the person, firm or corporation to whom the payment is due;

iii) The amount to be paid;

iv) The 20 Airport Project and purpose, by general classification, for which payment is to be made;

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v) That the obligations in stated amounts have been incurred by the City, and that each item thereof is a proper charge against the Project Account (or such sub-account) and is due and has not been included in any prior requisition which has been paid;

vi) That there has not been filed with or served upon the City any notice of any lien, right to lien, or attachment upon or claim affecting the right to receive payment of any of the moneys payable to any of the persons, firms or corporations named which have not been released or will not be released simultaneously with the payment of such obligations, and in the event that any assignment of right to receive payment has been made and notice thereof has been given to the City and the City has accepted such assignment, the order directing payment shall recite that fact and direct the payment to be made to the assignee thereof as shown by the records of the City; and

vii) If applicable, that certain specified disbursements are not required to be certified by a Consulting Engineer pursuant to (b) below, specifying the amount of such disbursements and the reason that such disbursements need not be so certified.

b) In respect to disbursements from the Project Account in payment for work done in connection with the construction, acquisition and installation of 20 Airport Projects, such requisition, signed by the Chief Financial Officer or the City Comptroller, shall be accompanied by a certificate signed by a Consulting Engineer certifying that the obligations in stated amounts have been incurred by the City, and that each item thereof is a proper charge against the designated sub-account of the Project Account and has not been included in any prior requisition which has been paid, and insofar as any such obligation was incurred for work, materials, equipment or supplies, such work was actually performed in the furtherance of the construction, acquisition and installation of such 20 Airport Projects delivered at the site of the Airport for those purposes, or delivered for storage or fabrication at a place or places approved by a Consulting Engineer and under the control of the City. Notwithstanding the foregoing, no certificate of a Consulting Engineer shall be required with respect to disbursements for Costs of Issuance or other costs that the Chief Financial Officer or the City Comptroller shall have certified as being costs that are not directly related to the actual construction, acquisition and installation of 20 Airport Projects such as land acquisition, payment of auditor's fees and other similar costs that may otherwise be paid from the Project Accounts in compliance with the Tax Certificates.

c) Upon receipt of any such orders and accompanying certificates the Trustee shall pay each such obligation from the appropriate sub-account of the Project Account and the Trustee shall make disbursements in accordance with the directions from the Chief Financial Officer or the City Comptroller. The moneys held in the Project Account shall be invested in accordance with the requirements of Article V hereof.

Section 4.15. Progress Reports and Completion Certificate, (a) At least once each month during the period of the construction, installation and acquisition of each 20 Airport Project, the cost of which has been paid in whole or in part from Bond proceeds, the City will cause the Consulting Engineer to prepare a progress report in connection with such construction, installation and acquisition of such 20 Airport Project, including comparisons between the actual

time elapsed and the actual costs incurred and the estimates of such time and costs, which shall have been set forth in a statement prepared by the Consulting Engineer and filed with the City:

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Copies of such progress reports shall be filed with the Trustee and mailed to the holders of the Bonds requesting copies thereof.

(b) Promptly after the completion of the construction, installation and acquisition of each such 20 Airport Project, the City will deliver to the Trustee a Certificate stating the date of such completion.

Section 4.16. Permitted Transfers, (a) Moneys in the Project Account (or any sub-account therein) may be transferred or withdrawn as shall be specified by a Certificate of the City pursuant to paragraph (b) of this Section for any one or more of the following purposes: (i) to make transfers to one or more other Project Accounts, which costs are permitted to be paid from Bond proceeds, (ii) to make transfers into the Debt Service Reserve Account to make up any deficiency therein, (iii) to make transfers to the Principal and Interest Account, (iv) to redeem Bonds in accordance with the provisions of this Sixty-Ninth Supplemental Indenture, or (v) upon an Event of Default to pay the principal of and interest on the Bonds.

(b) Before any such transfer or withdrawal shall be made, the City shall file with the Trustee:

i) its requisition therefor, stating the amount of the transfer or withdrawal and directing the Trustee as to the application of such amount;

ii) a Counsel's Opinion stating that in the opinion of the signer, such transfer or withdrawal will not constitute a breach or default on the part of the City of any of the covenants or agreements contained in this Sixty-Ninth Supplemental Indenture; and

(iii) an opinion of Bond Counsel to the effect that such transfer or withdrawal will not adversely affect any exemption from Federal income taxes of interest on any Bonds, theretofore issued.

## ARTICLE V

### Investment of Moneys

Section 5.01. Investment of Moneys. Moneys held in the funds, accounts and subaccounts established hereunder shall be invested and reinvested in accordance with the provisions governing investments contained in the Indenture. All such investments shall be held by or under the control of the Trustee and shall be deemed at all times a part of the fund, account or subaccount for which they were made.

Section 5.02. Investment Income. The interest earned on any investment of moneys held hereunder, any profit realized from such investment and any loss resulting from such investment shall be credited or charged to the fund, account or subaccount for which such investment was made.

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## ARTICLE VI

### Discharge of Lien

Section 6.01. Defeasance. If the City shall pay to the Registered Owners of the Bonds, or provide for the payment of, the principal, and interest and Redemption Price, if any, to become due thereon, at the times and in the manner stipulated in Section 1101 of the Indenture, then this Sixty-Ninth Supplemental Indenture shall be fully discharged and satisfied. Upon the satisfaction and discharge of this Sixty-Ninth Supplemental Indenture, the Trustee shall, upon the request of the City, execute and deliver to the City all such instruments as may be desirable to evidence such discharge and satisfaction and the Fiduciaries shall pay over or deliver to the City all Funds, Accounts and other moneys or securities held by them pursuant to this Sixty-Ninth Supplemental Indenture which are not required for the payment or redemption of the Bonds not theretofore surrendered or presented for such payment or redemption.

## ARTICLE VII

### Concerning the Trustee

Section 7.01. Acceptance of Trusts. The Trustee hereby accepts the trusts imposed upon it by this Sixty-Ninth Supplemental Indenture, and agrees to perform said trusts, but only upon and subject to the express terms and conditions set forth herein and in the Indenture. Except as otherwise expressly set forth in this Sixty-Ninth Supplemental Indenture, the Trustee assumes no duties, responsibilities or liabilities by reason of its execution of this Sixty-Ninth Supplemental Indenture other than as set forth in the Indenture and this Sixty-Ninth Supplemental Indenture, and this Sixty-Ninth Supplemental Indenture is executed and accepted by the Trustee subject to all the terms and conditions of its acceptance of the trust under the Indenture, as fully as if said terms and conditions were herein set forth at length.

Section 7.02. Dealing in Bonds. The Trustee, in its individual capacity, either as principal or agent, may also engage in or be interested in any financial or other transaction with the City, and may act as depository, trustee or agent for any committee or body of the owners of Bonds secured hereby or other obligations of the City as freely as if it did not act in any capacity hereunder.

## ARTICLE VIII

### Supplemental Indentures

Section 8.01. Supplements or Amendments to Sixty-Ninth Supplemental Indenture. This Sixty-Ninth Supplemental Indenture may be supplemented or amended in the manner set forth in Articles VII and VIII, respectively, of the Indenture.

## ARTICLE IX

### Indenture Amendment

Section 9.01. Written Consent to Indenture Amendment. The Thirty-Seventh Supplemental Indenture from the City to the Trustee dated April 1, 2010, authorizes the amendment of the Indenture (the "2010 Amendment"). The 2010 Amendment deletes in full Section 413 of the Indenture which contains restrictions on the sale or transfer of the Airport. In consideration for the security interests granted by the City for the benefit of the Owners of the Bonds, the Owners from time to time of the Bonds hereby consent to the Thirty-Seventh Supplemental Indenture and to the 2010 Amendment of the Indenture. Such consents shall be fully effective for all purposes of Article VIII of the Indenture. The consent of any Owner made pursuant to this Section may be revoked in writing as provided by subsection (b) of Section 803 of the Indenture.

## ARTICLE X Insurer

### Provisions

Section 10.01. Insurer Provisions. The City hereby designates as the Insurer with respect to the Insured Bonds. The Insurer shall be entitled to the benefits of Section 1104 of the Indenture. Anything contained in this Sixty-Ninth Supplemental Indenture or in the Bonds to the contrary notwithstanding, the existence of all rights given to the Insurer hereunder or under the Indenture are expressly conditioned on the timely and full performance of the payment obligations of the Insurer under the Policy.

This Section 10.01 contains certain covenants and restrictions for the benefit of which apply in addition to, and not in substitution of, the provisions of the Indenture. The following covenants shall apply only to the Insured Bonds and shall only be applicable during the period in which any Insured Bonds are Outstanding or any amounts are due to under the Policy, and 's rights have not terminated pursuant to clause (a) of this Section 10.01. The covenants contained in this Section 10.01 may only be enforced by and may be modified, amended or waived at any time with the prior written consent of and without the consent of the Trustee (so long as such modification or amendment imposes no additional duties on the Trustee) or any holder of the Bonds.

(a) The existence of all rights given to - under this Sixty-Ninth Supplemental Indenture or the Indenture are expressly conditioned on the timely and full performance of the payment obligations of under the Policy.

(b) shall be considered the sole Owner of the Insured Bonds as provided in Section 1104 of the Indenture.

(c) It shall constitute an event of default hereunder for purposes of Section 901(d) of the Indenture if the City fails or refuses to comply with the provisions of the Indenture, or defaults



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in the performance or observance of any covenants, agreements or conditions on its part contained in the Indenture or the Senior Lien Obligations, which materially affects the rights of the Owners of the Senior Lien Obligations and the failure, refusal or default continues for a period of 45 days after written notice of it by the Trustee or the Owners of not less than 25% in principal amount of the Outstanding Senior Lien Obligations; provided, however, that in the case of any such default which can be cured by due diligence but which cannot be cured within the 45-day period, the time to cure is extended for such period as may be necessary to remedy the default with all due diligence, provided that such extension shall not exceed 45 days without the prior written consent of \_\_\_\_\_ (which consent shall not be unreasonably withheld).

d) To the extent that this Sixty-Ninth Supplemental Indenture confers upon or gives or grants to \_\_\_\_\_ any right, remedy or claim under this Sixty-Ninth Supplemental Indenture, \_\_\_\_\_ is hereby explicitly recognized as being a third-party beneficiary hereunder and may enforce any such right, remedy or claim conferred, given or granted hereunder.

e) No amendment or modification of any provisions of this Sixty-Ninth Supplemental Indenture giving any right, remedy or claim to \_\_\_\_\_ may be made without the prior written consent of \_\_\_\_\_ (which consent shall not be unreasonably withheld).

(f) No amendment of the Indenture that materially and adversely alters the security for the Insured Bonds shall become effective without the prior written consent of \_\_\_\_\_ (which consent shall not be unreasonably withheld).

g) The rights granted to \_\_\_\_\_ hereunder to request, consent to or direct any action are rights granted to \_\_\_\_\_ in consideration of its issuance of the \_\_\_\_\_ Policy. Any exercise by \_\_\_\_\_ of such rights is merely an exercise of \_\_\_\_\_'s contractual rights and shall not be construed or deemed to be taken for the benefit or on behalf of the holders of the Insured Bonds nor does such action evidence any position of \_\_\_\_\_, positive or negative, as to whether Bondholder consent is required in addition to the consent of \_\_\_\_\_.

h) Notwithstanding anything in the Indenture to the contrary, in the event that the principal and/or interest due on the Insured Bonds shall be paid by \_\_\_\_\_ pursuant to the Policy, the Insured Bonds shall remain Outstanding for all purposes, not be defeased or otherwise satisfied and not be considered paid by the City and all covenants, agreements and other obligations of the City to the registered owners shall continue to exist and \_\_\_\_\_ shall run to the benefit of \_\_\_\_\_, and \_\_\_\_\_ shall be subrogated to the rights of such registered owners. The term "Outstanding" under the Indenture includes Insured Bonds described in this clause (h). The lien of the Indenture shall not be discharged unless \_\_\_\_\_

all amounts due or to become due to  
duly provided for.

hereunder have been paid in full or

(i) The City shall pay or reimburse , but only from Revenues and subject and subordinate to all then existing liens on and pledges of Revenues as security for the payment of Airport Obligations, any and all charges, fees, costs and expenses which

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may reasonably pay or incur in connection with (i) the administration, enforcement, defense or preservation of any rights or security in the Indenture; (ii) the pursuit of any remedies under the Indenture or otherwise afforded by law or equity, (iii) any amendment, waiver or other action with respect to, or related to, the Indenture whether or not executed or completed, (iv) the violation by the City of any law, rule or regulation, or any judgment, order or - decree applicable to it or (v) any litigation or other dispute in connection with the Indenture or the transactions contemplated thereby, other than amounts resulting from the failure of

to honor its obligations under the Policy. reserves  
the right to charge a reasonable fee as a condition to executing any amendment, waiver or consent proposed in respect of the Indenture.

## ARTICLE

XI

### Miscellaneous

Section 11.01. Sixty-Ninth Supplemental Indenture as Part of Indenture. This Sixty-Ninth Supplemental Indenture shall be construed in connection with and as a part of the Indenture and all terms, conditions and covenants contained in the Indenture, except as herein modified and except as restricted in the Indenture to Senior Lien Obligations of another Series, shall apply and be deemed to be for the equal benefit, security and protection of the Bonds.

Section 11.02. Severability. If any provision of this Sixty-Ninth Supplemental Indenture shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

Section 11.03. Payments Due on Saturdays, Sundays and Holidays. If any payment of interest or principal or redemption premium on the Bonds is due on a date that is not a Business Day, payment shall be made on the next succeeding Business Day with the same force and effect as if made on the date which is fixed for such payment, and no interest shall accrue on such amount for the period after such due date.

Section 11.04. Counterparts. This Sixty-Ninth Supplemental Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 11.05. Rules of Interpretation. Unless expressly indicated otherwise, references to Sections or Articles are to be construed as references to Sections or Articles of this instrument as originally executed.

Use of the words "herein," "whereby," "hereunder," "hereof," "hereinbefore," "hereinafter" and other equivalent words refer to this Sixty-Ninth Supplemental Indenture and not solely to the particular portion in which any such word is used.

Section 11.06. Captions. The captions and headings in this Sixty-Ninth Supplemental Indenture are for convenience only and in no way define, limit or describe the scope or intent of any provisions or Sections of this Sixty-Ninth Supplemental Indenture.

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Section 11.07. Additional Notices. Copies of all notices, certificates or other communications given to the City or the Trustee pursuant to the requirements of the Indenture or this Sixty-Ninth Supplemental Indenture at the addresses set forth in Section 1105 of the Indenture shall be given to the Insurer and to any Qualified Credit Provider of Qualified Credit Instruments held in the Debt Service Reserve Account at the same time and in the same manner.

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In Witness Whereof, the City has caused these presents to be executed in its name and with its official seal hereunto affixed and attested by its duly authorized officials; and to evidence its acceptance of the trusts hereby created, the Trustee has caused these presents to be executed in its corporate name and attested by its duly authorized officers, as of the date first above written.

City of Chicago

By:  
Chief Financial Officer

[SEAL] Attest:

By:  
City Clerk

U.S. Bank National Association,  
as Trustee

By:  
Authorized Signatory

Attest:

By:  
Authorized Signatory

*[Signature page to Sixty-Ninth Supplemental Indenture]*

**Exhibit 6-B**

City of Chicago

**To**

The Bank of New York Mellon Trust Company, N.A.,  
as Trustee

Ninth Supplemental Indenture

Securing  
Chicago O'Hare International Airport Passenger Facility Charge Revenue  
[Refunding] Bonds,  
Series 20

Dated as of \_\_\_\_\_, 20

Supplementing a Master Trust Indenture Securing Chicago O'Hare International Airport Passenger Facility Charge Obligations dated as of January 1, 2008, from the City of Chicago to The Bank of New York Mellon Trust Company, N.A., as Trustee.

**(i)**  
**NINTH SUPPLEMENTAL INDENTURE**

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### NINTH SUPPLEMENTAL INDENTURE

This Ninth Supplemental Indenture, made and entered into as of \_\_\_\_\_, 20\_\_\_\_, from the City of Chicago (the "City"), a municipal corporation and home rule unit of local government duly organized and existing under the Constitution and laws of the State of Illinois, to The Bank of New York Mellon Trust Company, N.A. (the "Trustee"), a national banking association duly organized, existing and authorized to accept and execute trusts of the character herein set out under the laws of the United States of America and the State of Illinois;

#### WITNESSETH:

Whereas, the City is a home rule unit of local government, duly organized and existing under the laws of the State of Illinois, and in accordance with the provisions of Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois is authorized to own and operate commercial and general aviation facilities; and

Whereas, the City owns and operates an airport known as Chicago O'Hare International Airport ("O'Hare"); and

Whereas, the City has entered into a Master Trust Indenture Securing Chicago O'Hare International Airport Passenger Facility Charge Obligations, dated as of January 1, 2008 with the Trustee (the "Indenture") which authorizes the issuance of PFC Obligations (as defined in the Indenture) in one or more Series pursuant to one or more Supplemental Indentures and the incurrence by the City of Section 208 Obligations (as defined in the Indenture); and



[Whereas, in order to pay a portion of the Cost of the Projects (as defined in the Indenture), the City has authorized the issuance and sale of \$ aggregate principal amount of Chicago O'Hare International Airport Passenger Facility Charge Revenue Bonds, Series 20 (the "20\_ Bonds" or the "Bonds"); and]

[Whereas, the City has determined to refund or defease the Prior PFC Bonds (as hereinafter defined) and in order to finance the costs of refunding the Prior PFC Bonds, the City has authorized the issuance and sale of S aggregate principal amount of Chicago O'Hare International Airport Passenger Facility Charge Revenue Refunding Bonds, Series 20 (the "20\_ Bonds" or the "Bonds"); and]

Whereas, the Indenture provides that the City shall execute and deliver to the Trustee a Supplemental Indenture in connection with the issuance of the Bonds; and

Whereas, the City has taken all action necessary to cause the Bonds issued pursuant to this Ninth Supplemental Indenture to be valid and binding PFC Obligations; and

Whereas, the Bonds, and the Trustee's Certificate of Authentication to be endorsed on such Bonds, are to be in substantially the following forms with necessary and appropriate variations, omissions and insertions as permitted or required by the Indenture or this Ninth Supplemental Indenture, to wit:

[Form of Bond]

No. R- \$

UNITED STATES OF AMERICA  
STATE OF ILLINOIS  
CITY OF CHICAGO  
Chicago O'Hare International Airport  
Passenger Facility Charge Revenue [Refunding] Bond, Series 20

Interest Rate                      Maturity Date                      Dated Date Cusip

Registered Owner: Cede & Co. Principal

Amount:

City of Chicago (the "City"), a municipal corporation and home rule unit of local government duly organized and existing under the laws of the State of Illinois, for value received, hereby promises to pay (but only out of the sources hereinafter provided) to the Registered Owner identified above, or registered assigns, on the maturity date specified above, unless this Bond shall have been called for redemption and payment of the redemption price shall have been duly made or provided for, upon presentation and surrender hereof, the principal amount specified above, and to pay (but only out of the sources hereinafter provided)

interest on the balance of said principal amount from time to time remaining unpaid from and including the date hereof or from and including the most recent Interest Payment Date (as defined in the hereinafter defined Indenture) with respect to which interest has been paid or duly provided for, until payment of said principal sum has been made or duly provided for, at the interest rate specified above, computed on the basis of a 360 day year consisting of twelve 30 day months, payable on 1, 20 and semi-annually thereafter on each January 1 and July 1, and to pay interest on overdue principal and, to the extent permitted by law, on overdue premium, if any, and interest at the rates due on this Bond. Principal of, premium, if any, and interest on this Bond shall be payable in lawful money of the United States of America at the corporate trust office in the City of Chicago, Illinois of The Bank of New York Mellon Trust Company, N.A., as Trustee, or its successor in trust (the "Trustee"); provided, however, that payment of the interest on any Interest Payment Date shall be (i) made to the registered owner hereof as of the close of business on the applicable Record Date (as defined in the Indenture) with respect to such Interest Payment Date and shall be paid by check or draft mailed to such registered owner hereof at his or her address as it appears on the registration books of the City maintained by the Trustee as Bond Registrar or at such other address as is furnished in writing by such registered owner to the Trustee as Bond Registrar as of the close of business on such Record Date or (ii) made by wire transfer to such registered owner as of the close of business on such Record Date upon written notice of such wire transfer address in the continental United States by such owner to the Bond Registrar given prior to such Record Date (which notice may provide that it will remain in effect until revoked), provided that each such wire transfer shall only be made with respect to an owner of \$1,000,000 or more in aggregate principal amount of the Bonds as of the close of business on the Record Date relating to such Interest Payment Date; except, in each case, that if and to the extent that there shall be a default in the

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payment of the interest due on such Interest Payment Date, such defaulted interest shall be paid to the registered owners as provided in the Indenture. So long as this Bond is restricted to being registered in the registration books of the City in the name of a Securities Depository (as defined in the Indenture), the provisions of the Indenture governing Book-Entry Bonds shall govern the payment of the principal of and interest on this Bond.

This Bond is one of an authorized series of bonds limited in aggregate principal amount to \$ (the "Bonds") issued pursuant to, under authority of and in full compliance with the Constitution and laws of the State of Illinois, particularly Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois and an ordinance of the City Council of the City, and executed under a Master Trust Indenture Securing Chicago O'Hare International Airport Passenger Facility Charge Obligations dated as of January 1, 2008, from the City to The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee"), as supplemented by a Ninth Supplemental Indenture Securing Chicago O'Hare International Airport Passenger Facility Charge Revenue Bonds, Series 20 , dated as of , 20 , from the City to the Trustee (collectively, the "Indenture"), for the purpose of paying costs [related to the refunding of passenger facility charge revenue bonds of the City previously issued to finance certain projects at Chicago O'Hare International Airport], [paying costs relating to certain Projects at the Airports], funding the debt service reserve account, and paying costs and expenses incidental thereto and to the issuance of the Bonds.

The Bonds are limited obligations of the City and shall not constitute an indebtedness of the City or a loan of credit thereof within the meaning of any constitutional or statutory limitation. Neither the faith and credit nor the taxing power of the City, the State of Illinois or any political subdivision thereof is pledged to the

payment of the principal of the Bonds, or the interest or any premium thereon, or other costs incident thereto. The Bonds are payable solely from the revenues in the Indenture pledged to such payment, and no owner or owners of the Bonds shall ever have the right to compel any exercise of the taxing power of the City, the State of Illinois or any political subdivision thereof.

Reference is hereby made to the further provisions of this Bond set forth on the reverse hereof and such further provisions shall for all purposes have the same effect as if set forth at this place. All capitalized terms used in this Bond shall have the meanings assigned in the Indenture unless otherwise defined herein.

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

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

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In Witness Whereof, the City of Chicago has caused this Bond to be executed in its name by the manual or facsimile signature of its Mayor and the manual or facsimile of its corporate seal to be printed hereon and attested by the manual or facsimile signature of its City Clerk.

**City of Chicago**

By:

Mayor

[SEAL] Attest:

City Clerk

**[DTC Legend]**

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC), to the issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other

entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

**[Form of Trustee's Certificate of Authentication]**

Certificate of Authentication

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

**Date of Authentication:**

**The Bank of New York Mellon Trust  
Company, N.A., as Trustee**

By:

Authorized Signature

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**[Form of Reverse of Bond]**

The Bonds and the interest thereon are payable from PFC Revenues pledged to the payment thereof under the Indenture and certain other moneys held by or on behalf of the Trustee. Copies of the Indenture are on file at the corporate trust office of the Trustee, and reference to the Indenture and any and all supplements thereto and modifications and amendments thereof is made for a description of the pledge and covenants securing the Bonds, the nature, extent and manner of enforcement of such pledge, the rights and remedies of the registered owners of the Bonds, and the limitations on such rights and remedies.

The Bonds are issuable only as fully registered Bonds in the authorized denominations described in the Indenture. Bonds may be transferred on the books of registration kept by the Bond Registrar by the owner in person or by the owner's duly authorized attorney, upon surrender thereof, together with a written instrument of transfer executed by the owner or the owner's duly authorized attorney. Upon surrender for registration of transfer of any Bond with all partial redemptions endorsed thereon at the office of the Bond Registrar, the City shall execute and the Trustee shall authenticate and deliver in the name of the transferee or transferees a new Bond or Bonds of the same maturity and interest rate, aggregate principal amount and tenor and of any authorized denomination or denominations and bearing numbers not contemporaneously outstanding under the Indenture.

Bonds may be exchanged at the office of the Bond Registrar for an equal aggregate principal amount of Bonds in the appropriate form and in the same maturity and interest rate, aggregate principal amount and tenor and of any authorized denomination or denominations. The City shall execute and the Trustee shall authenticate and deliver Bonds which the Bondholder making the exchange is entitled to receive.

Such registration of transfer or exchange of Bonds shall be without charge to the owners of such Bonds, but any taxes or other governmental charges required to be paid with respect to the same shall be paid by the owners of the Bond requesting such transfer or exchange as a condition precedent to the exercise of such privilege.

The Bond Registrar shall not be required to register for transfer or exchange any undelivered Bond or Bonds after the giving of notice calling such Bond for redemption or partial redemption has been made.

The person in whose name any Bond is registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of principal, premium, if any, or interest shall be made only to or upon the order of the registered owner thereof or the owner's duly authorized attorney, but such registration may be changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

The Bonds maturing on January 1, 20\_\_ , are subject to mandatory redemption, in part by lot as provided in the Indenture from mandatory Sinking Fund Payments, on January 1 in each of the years and in the respective principal amounts set forth below, at a redemption price equal to the principal amount thereof to be redeemed:

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Principal Amount

20\_ \$  
20\_  
20\_  
20\_  
20\_  
20\_

The Bonds maturing on January 1, 20\_\_ , are subject to mandatory redemption, in part by lot as provided in the Indenture from mandatory Sinking Fund Payments, on January 1 in each of the years and in the respective principal amounts set forth below, at a redemption price equal to the principal amount thereof to be redeemed:

Year                      Principal Amount

20\_ \$  
20\_  
20\_  
20\_  
20\_

The Bonds maturing on or after January 1, 20\_\_ , are subject to redemption, otherwise than from mandatory Sinking Fund Payments, at the option of the City, on or after January 1, 20\_\_ , 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 the respective Redemption Prices (expressed as percentages of the principal amount of such Bonds or portions thereof to be redeemed) set forth below, in each case together with accrued interest to the redemption date:

Period (both dates inclusive)	Redemption Price (expressed as a percentage)
January 1, 20 through December 31, 20	%
January 1, 20 through December 31, 20	
January 1, 20 and thereafter	

Notice of any such redemption must be given by the Trustee by first class mail not less than 30 nor more than 60 days prior to the date fixed for redemption to the registered owners of the Bonds. Failure to mail any such notice to the registered owner of any Bond or any defect therein shall not affect the validity of the proceedings for the redemption of Bonds for which notice has been validly given.

This Bond and all other Bonds of the series of which it forms a part are issued pursuant to an ordinance adopted by the City Council of the City, which ordinance authorizes the execution and delivery of the Indenture. This Bond and the series of which it forms a part are limited obligations of the City payable solely from the amounts pledged therefor under the Indenture.

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No recourse shall be had for the payment of the principal of, premium, if any, or interest on any of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement in the Indenture contained, against any past, present or future officer, employee or agent, or member of the City Council, of the City, or any successor to the City, as such, either directly or through the City, or any successor to the City, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officer, employee or agent, or member of the City Council, as such, is hereby expressly waived and released as a condition of and in consideration for the execution of the Indenture and the issuance of any of the Bonds.

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

The Indenture prescribes the manner in which it may be discharged and after which the Bonds shall no longer be secured by or entitled to the benefits of the Indenture, except as provided in the Indenture and for the purposes of registration and exchange of Bonds and of such payment, including a provision that the Bonds shall be deemed to be paid if Defeasance Obligations maturing as to principal and interest in such amounts and at such times as to insure the availability of sufficient moneys to pay the principal of, premium, if any, and interest on the Bonds and all necessary and proper fees, compensation and expenses of the Trustee shall have been deposited with the Trustee.

Modifications or alterations of the Indenture, or of any supplements thereto, may be made

only to the extent and in the circumstances permitted by the Indenture.

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**[Form of Assignment]**

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and Address of Assignee)

the within Bond of the City of Chicago and does hereby irrevocably constitute  
and appoint  
to transfer said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated:

Signature:

Signature Guaranteed:

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

Now, Therefore, This Ninth Supplemental Indenture Witnesseth:

#### Granting Clauses

*That the City, in consideration of the premises and the acceptance by the Trustee of the trusts hereby created and of the purchase and acceptance of the Bonds by the Registered Owners thereof, and of the sum of one dollar, lawful money of the United States of America, to it duly paid by the Trustee at or before the execution and delivery of these presents, and for other good and valuable consideration, the receipt of which is hereby acknowledged, in order to secure the payment of the principal of, premium, if any, and interest on the Bonds according to their tenor and effect, and to secure the performance and observance by the City of all the covenants expressed or implied herein and in the Bonds, does hereby assign and grant a security interest in and to the following to the Trustee, and its successors in trust and assigns forever, for the securing of the performance of the obligations of the City hereinafter set forth (the "Trust Estate"):*

#### Granting Clause First

All right, title and interest of the City in and to PFC Revenues, to the extent pledged and assigned in the granting clauses of the Indenture.

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#### Granting Clause Second

All moneys and securities from time to time held by the Trustee under the terms of this Ninth Supplemental Indenture, except for moneys deposited with or paid to the Trustee and held in trust hereunder for the redemption of Bonds, notice of the redemption of which has been duly given.

#### Granting Clause Third

Any and all other property, rights and interests of every kind and nature from time to time hereafter by delivery or by writing of any kind granted, bargained, sold, alienated, demised, released, conveyed, assigned, transferred, mortgaged, pledged, hypothecated or otherwise subjected hereto, as and for additional security hereunder by the City or by any other person on its behalf or with its written consent to the Trustee, and the Trustee is hereby authorized to receive any and all property thereof at any and all times and to hold and apply the same subject to the terms hereof.

To Have and to Hold all and singular the Trust Estate, whether now owned or hereafter acquired, unto the Trustee and its successors in said trust and assigns forever;

In Trust Nevertheless, upon the terms and trusts herein set forth for the equal and proportionate benefit, security and protection of all present and future owners of the Bonds without privilege, priority or



distinction as to the lien or otherwise of any of the foregoing over any other of the foregoing except to the extent herein or in the Indenture otherwise specifically provided;

Provided, However, that if the City, its successors or assigns, shall well and truly pay, or cause to be paid, the principal of, premium, if any, and interest on the Bonds due or to become due thereon, at the times and in the manner set forth therein according to the true intent and meaning thereof, and shall cause the payments to be made on the Bonds as required under Article IV of this Ninth Supplemental Indenture, or shall provide, as permitted hereby, for the payment thereof and shall well and truly cause to be kept, performed and observed all of its covenants and conditions pursuant to the terms of the Indenture, this Ninth Supplemental Indenture and shall pay or cause to be paid to the Trustee all sums of money due or to become due to it in accordance with the terms and provisions hereof, then upon the final payment thereof this Ninth Supplemental Indenture and the rights hereby granted shall cease, determine and be void; otherwise this Ninth Supplemental Indenture shall remain in full force and effect;

This Ninth Supplemental Indenture Further Witnesseth, and it is expressly declared, that all Bonds issued and secured hereunder are to be issued, authenticated and delivered and all said property, rights and interests and any other amounts hereby assigned and pledged are to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as herein expressed, and the City has agreed and covenanted, and does hereby agree and covenant, with the Trustee and with the respective owners of the Bonds, as follows:

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## ARTICLE I

### Authorization and Definitions

Section 1.01. Authorization for Ninth Supplemental Indenture. This Ninth Supplemental Indenture is a "Supplemental Indenture" as defined in the Indenture and is executed and delivered by the City by virtue of and pursuant to the home rule powers of the City and Section 701 of the Indenture. The City has ascertained and hereby determines and declares that the execution and delivery of this Ninth Supplemental Indenture is necessary to meet the commercial and general aviation needs of the citizens of the City, that each and every act, matter, thing or course of conduct as to which provision is made herein is necessary or convenient to carry out and effectuate such purposes of the City and to carry out its powers and is in furtherance of the public benefit, safety and welfare of the City and that each and every covenant or agreement herein contained and made is necessary, useful or convenient in order better to secure the Bonds and are contracts or agreements necessary, useful and convenient to carry out and effectuate the corporate purposes of the City.

Section 1.02. Definitions. All capitalized terms used in this Ninth Supplemental Indenture unless otherwise defined shall have the same meaning as used in Article I of the Indenture. In addition, the following words and phrases shall have the following meanings for purposes of this Ninth Supplemental Indenture:

"Authorized Denomination" means \$5,000 or any integral multiple thereof.

"Bondholder" or "holder" or "Bondowner" or "owner of the Bonds" or "registered owner" means

the Registered Owner of any Bond.

"Bond Registrar" means the person appointed to serve as Bond Registrar pursuant to Section 2.04.

"Bonds" means the 20 Bonds.

"Business Day" means a day except Saturday, Sunday or any day on which banking institutions located in the States of New York or Illinois are required or authorized to close.

"City" means the City of Chicago, a municipal corporation and home rule unit of local government, organized and existing under the Constitution and laws of the State.

"Code" means the United States Internal Revenue Code of 1986. References to the Code and to Sections of the Code shall include relevant final, temporary or proposed regulations thereunder as in effect from time to time and as applicable to obligations issued on the date of issuance of the Bonds.

"Date of Issuance" means \_\_\_\_\_, 20\_\_\_\_, the date of original issuance and delivery of the Bonds.

"DTC" means The Depository Trust Company, and its successors and assigns.

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"Indenture" means the Master Trust Indenture Securing Chicago O'Hare International Airport Passenger Facility Charge Obligations, dated as of January 1, 2008, from the City to the Trustee, pursuant to which PFC Obligations are authorized to be issued, and any amendments and supplements thereto, including this Ninth Supplemental Indenture. References to Articles and Sections of the Indenture shall be deemed to refer to Articles and Sections of the Indenture only.

**[Insurer" means \_\_\_\_\_.]**

"Interest Payment Date" means January 1 and July 1 of each year, commencing 1,20\_\_.

"Moody's" means Moody's Investors Service, Inc., a corporation organized and existing under the laws of the State of Delaware, its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "Moody's" shall be deemed to refer to any other nationally recognized securities rating agency designated by the City by written notice to the Trustee.

"Ninth Supplemental Indenture" means this Ninth Supplemental Indenture and any amendments and supplements hereto.

"Ordinance" means the ordinance duly adopted and approved by the City Council of the City on \_\_\_\_\_, 2021, which authorizes the issuance and sale of the Bonds and

the execution of this Ninth Supplemental Indenture.

"Participant," when used with respect to any Securities Depository, means any participant of such Securities Depository.

**["Policy" or "Municipal Bond Insurance Policy" means, with respect to each Series issued under this Ninth Supplemental Indenture, the financial guaranty insurance policy issued by the Insurer insuring the payment when due of the principal of and interest on the Bonds of such Series.]**

**["Prior PFC Bonds" means .]**

"Qualified Reserve Account Credit Instrument" means the Surety Bond and a letter of credit, surety bond or non-cancellable insurance policy issued by a domestic or foreign bank, insurance company or other financial institution whose debt obligations are rated "Aa" or better by Moody's or "AA" or better by S&P as of the date of issuance thereof.

"Record Date" means June 15 and December 15 of each year.

"Registered Owner" or "Owner" means the person or persons in whose name or names a Bond shall be registered on the books of the City kept for that purpose by the Trustee in accordance with the provisions of this Ninth Supplemental Indenture.

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"Reserve Requirement" means, as of the date of the computation, an amount equal to [the lesser of (i) \$ \ , or (ii)] the maximum amount of Annual Debt Service payable on the Bonds for the current or any future Bond Year.

"Securities Depository" means DTC and any other securities depository registered as a clearing agency with the Securities and Exchange Commission pursuant to Section 17A of the Securities Exchange Act of 1934, as amended, and appointed as the securities depository for the Bonds.

"S&P" means S&P Global Ratings, a business unit of Standard & Poor's Financial Services LLC, its successors and assigns, and, if S&P shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "S&P" shall be deemed to refer to any other nationally recognized securities rating agency designated by the City by written notice to the Trustee.

"State" means the State of Illinois.

**["Surety Bond" means the Surety Bond issued by the Insurer as a Qualified Reserve Account Credit Instrument guaranteeing certain payments to the Debt Service Reserve Account of the Series 20 Dedicated Sub-Fund.]**

"Tax Certificates" means the Tax Compliance Certificate and the General Tax Certificate of the City with respect to the Bonds, each dated the Date of Issuance.

"Trustee" means The Bank of New York Mellon Trust Company, N.A., a national banking association, as successor to BNY Midwest Trust Company, and its successors and any entity resulting from or surviving any consolidation or merger to which it or its successors may be a party, and any successor Trustee at the time serving as successor trustee hereunder.

"Trust Estate" means the property conveyed to the Trustee pursuant to the Granting Clauses hereof.

"20 Bonds" means the Chicago O'Hare International Airport Passenger Facility Charge Revenue Bonds, Series 20 , of the City, authorized to be issued by the Ordinance, the Indenture and Section 2.02 of this Ninth Supplemental Indenture.

"20 Projects" means the Projects being financed with the proceeds of the 20 Bonds.

**Section 1.03. Rights of Federal Aviation Administration. The FAA is a third party beneficiary under this Ninth Supplemental Indenture should there be an Event of Default under the Indenture resulting from a violation by the City of the provisions of the PFC Act or the PFC Regulations and such default has not been cured or resolved. The FAA's third party beneficiary rights under this Ninth Supplemental Indenture, if any, shall be subject to the rights of the owners of the Bonds and any Credit Provider, which shall have been subrogated to the rights of the owners of the Bonds.]**

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## ARTICLE II

### The Bonds

**Section 2.01. Authorized Purposes and Amount of Bonds. No Bonds may be issued under the provisions of this Ninth Supplemental Indenture except in accordance with this Article. The Bonds are being issued to provide funds to [refund the Prior PFC Bonds,] [to pay a portion of the costs of the 20 Projects (including capitalized interest),] to fund the Debt Service Reserve Account by the purchase of a Qualified Reserve Account Credit Instrument and to pay Costs of Issuance of the 20 Bonds. Except as provided in Section 2.09, the total principal amount of Bonds that may be issued hereunder is expressly limited to \$ .**

Section 2.02. Issuance of 20 Bonds. The 20 Bonds shall be issued in the aggregate principal amount of \$ ,000, shall constitute a Series of PFC Obligations under the Indenture and shall be designated "City of Chicago, Chicago O'Hare International Airport Passenger Facility Charge Revenue [Refunding] Bonds, Series 20 ."

The 20 Bonds shall be dated as of the Interest Payment Date next preceding their date of authentication, unless such date of authentication is an Interest Payment Date. in

which case the 20 Bonds shall be dated as of such Interest Payment Date, or unless such 20 Bonds are authenticated prior to the first Interest Payment Date, in which event the 20 Bonds shall be dated as of the Date of Issuance.

The 20 Bonds shall be issued as registered bonds without coupons. The 20 Bonds shall be issued only in Authorized Denominations. The 20 Bonds shall be numbered consecutively from R-1 upwards bearing numbers not then contemporaneously outstanding (in order of issuance) according to the records of the Bond Registrar.

The 20 Bonds shall mature on January 1 of each of the following years and bear interest at the following interest rates per annum:

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Year	Principal Amount	Interest Rate
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Interest on the 20 Bonds shall be payable on January 1 and July 1 of each year, commencing 1, 20 . Interest shall be calculated on the basis of a 360-day year consisting of twelve 30 day months.

Section 2.03. Payments on the Bonds. The Trustee is appointed as the Paying Agent and Bond Registrar for the Bonds. Interest on the Bonds shall be payable on each applicable Interest Payment Date. The Bonds shall bear interest from their date or from and including the most recent Interest Payment Date with respect to which interest has been paid or duly provided for. The principal of, premium, if any, and interest on the Bonds shall be payable in lawful money of the United States of America. Except as provided in Section 2.10, the principal of and redemption premium, if any, on all Bonds shall be payable at the principal corporate trust office of the Trustee upon the presentation and surrender of the Bonds as the same become due and payable. Except as provided in Sections 2.09 and 2.10, the interest on the Bonds shall be paid by check or draft drawn upon the Trustee and mailed to the registered owners at such owner's address as it appears on the registration books maintained by the Bond Registrar at the close of business on the Record Date next preceding each Interest Payment Date or at such other address as is furnished in writing by such Registered Owner to the Bond Registrar. Interest on the Bonds shall be paid by wire transfer to any Registered Owner who at the close of business on such Record Date has given written notice of its wire transfer address in the continental United States to the Bond Registrar prior to such Record Date (which notice may provide that it will remain in effect until revoked), provided that each such wire transfer shall only be made with respect to a

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Registered Owner of \$1,000,000 or more in aggregate principal amount of the Bonds of a Series as of the close of business on such Record Date.

Section 2.04. Execution. The Bonds shall be executed on behalf of the City with the official manual or facsimile signature of the Mayor of the City and attested with the official manual or facsimile signature of its City Clerk, and shall have affixed, impressed, imprinted or otherwise reproduced thereon the corporate seal of the City or a facsimile of the seal. The Bonds are issued pursuant to and in full compliance with the Constitution and laws of the State, and pursuant to the Ordinance, which authorizes the execution and delivery of this Ninth Supplemental Indenture. In case any officer whose signature or a facsimile of whose signature shall appear on the Bonds shall cease to be such officer before the delivery of such Bonds, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, as if he or she had remained in office until delivery.

Section 2.05. Authentication. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Ninth Supplemental Indenture unless and until such certificate of authentication

in substantially the form hereinabove set forth shall have been duly executed by the Trustee, and such executed certificate of the Trustee, upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Ninth Supplemental Indenture. The Trustee's certificate of authentication on any Bond shall be deemed to have been executed by it if signed by an authorized signatory of the Trustee, but it shall not be necessary that the same signatory sign the certificate of authentication on all of the Bonds.

Section 2.06. Form of Bonds; Temporary Bonds. The Bonds issued under this Ninth Supplemental Indenture shall be substantially in the form hereinbefore set forth, with such appropriate variations, omissions and insertions as are permitted or required by this Ninth Supplemental Indenture.

Pending preparation of definitive Bonds, or by agreement with the purchasers of the Bonds, the City may issue and, upon its request, the Trustee shall authenticate, in lieu of definitive Bonds, one or more temporary printed or typewritten Bonds in Authorized Denominations of substantially the tenor recited above. Upon request of the City, the Trustee shall authenticate definitive Bonds in exchange for and upon surrender of an equal principal amount of temporary Bonds. Until so exchanged, temporary Bonds shall have the same rights, remedies and security hereunder as definitive Bonds.

Section 2.07. Delivery of Bonds. Upon the execution and delivery of this Ninth Supplemental Indenture, the City shall execute and deliver to the Trustee, and the Trustee shall authenticate, the Bonds and deliver them to the purchasers as may be directed by the City as provided in this Section. Prior to the delivery by the Trustee of any of the Bonds there shall be filed with the Trustee each of the items listed in subsections (a), (b), (c), (d), (e), (f) and (g) of Section 206 of the Indenture.

Section 2.08. Mutilated, Lost, Stolen or Destroyed Bonds. In the event any Bond is mutilated, lost, stolen or destroyed, the City may execute and the Trustee may authenticate a new Bond of like date, Series, maturity, interest rate and denomination as the Bond mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated Bond, such mutilated Bond shall

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first be surrendered to the Trustee, and in the case of any lost, stolen or destroyed Bond, there shall be first furnished to the City and the Trustee evidence of such loss, theft or destruction satisfactory to the City and the Trustee, together with indemnity satisfactory to them. In the event any such Bond shall have matured, instead of issuing a substitute Bond the City may pay the same without surrender thereof. The City and the Trustee may charge the Registered Owner of such Bond with their reasonable fees and expenses in this connection. All Bonds so surrendered to the Trustee shall be cancelled and destroyed, and evidence of such destruction shall be given to the City. Upon the date of final maturity or redemption of all of the Bonds, the Trustee shall destroy any inventory of unissued certificates.

Section 2.09. Registration and Exchange of Bonds; Persons Treated as Owners. The City shall cause books for the registration and for the transfer of the Bonds as provided in this Ninth Supplemental Indenture to be kept by the Trustee as the Bond Registrar of the City. Upon surrender for transfer of any Bond at the principal office of the Bond Registrar, duly endorsed for transfer or accompanied by an assignment duly executed by the Registered Owner or such Owner's attorney duly authorized in writing, the City shall execute and the Bond Registrar shall authenticate and deliver in the name of the transferee or transferees a new fully registered Bond for a like maturity, interest rate and aggregate principal amount.

Bonds may be exchanged at the corporate trust office of the Bond Registrar for a like aggregate principal amount of fully registered Bonds of the same Series and maturity and interest rate and of other Authorized Denominations. The City shall execute and the Bond Registrar shall authenticate and deliver Bonds which the Bondowners making the exchange are entitled to receive, bearing numbers not contemporaneously then outstanding. The execution by the City of any Bond of any denomination shall constitute full and due authorization of such denomination and the Bond Registrar shall thereby be authorized to authenticate and deliver such Bond.

The Bond Registrar shall not be required to register for transfer or exchange any undelivered Bond or any Bond after the giving of notice calling such Bond for redemption or partial redemption.

The person in whose name any fully registered Bond is registered at the close of business on any Record Date with respect to any Interest Payment Date shall be entitled to receive the interest payable on such Interest Payment Date notwithstanding the cancellation of such registered Bond upon any transfer or exchange thereof subsequent to the Record Date and prior to such Interest Payment Date, except if and to the extent there shall be a default in the payment of the interest due on such Interest Payment Date, in which case such defaulted interest shall be paid to the person in whose name such Bond is registered either at the close of business on the day preceding the date of payment of such defaulted interest or on a subsequent Record Date for such payment if one shall have been established as hereinafter provided. A subsequent Record Date for defaulted interest may be established by the Trustee by notice mailed to the Registered Owners of Bonds not less than 10 days preceding such Record Date, which Record Date shall be not more than 30 days prior to the subsequent Interest Payment Date.

Except as provided in the Indenture, as to any Bond the person in whose name the same shall be registered shall be deemed and regarded as the absolute owner thereof for all

purposes, and payment of principal, premium, if any, or interest on any Bond shall be made only to or upon the written order of the Registered Owner thereof or his or her legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

In each case the Bond Registrar shall require the payment by the Bondowner requesting exchange or transfer, of any tax or other governmental charge required to be paid with respect to such exchange or transfer, but otherwise no charge shall be made to the Bondowner for such exchange or transfer.

Section 2.10. Book-Entry Provisions. The provisions of this Section shall apply so long as the Bonds are maintained in book-entry form with DTC or another Securities Depository.

a) Payments. The Bonds shall be payable to the Securities Depository, or its nominee, as the Registered Owner of the Bonds, in same day funds on each date on which the principal of, interest on, and premium, if any, on the Bonds is due as set forth in this Ninth Supplemental Indenture and in the Bonds. Such payments shall be made to the offices of the Securities Depository specified by the Securities Depository to the City and the Trustee in writing. Without notice to or the consent of the beneficial owners of the Bonds, the City and the Securities Depository may agree in writing to make payments of principal and interest in a manner different from that set forth in this Ninth Supplemental Indenture. If such different manner of payment is agreed upon, the City shall give the Trustee written notice thereof, and the Trustee shall make payments with



respect to the Bonds in the manner specified in such notice. Neither the City nor the Trustee shall have any obligation with respect to the transfer or crediting of the principal of, interest on, and premium, if any, on the Bonds to Participants or the beneficial owners of the Bonds or their nominees.

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

c) Discontinuance of Book-Entry or Change of Securities Depository. If, following a determination or event specified in paragraph (b) above, the City discontinues the maintenance of the Bonds in book-entry form with the then current Securities Depository, the City will issue replacement Bonds to the replacement Securities Depository, if any, or, if no replacement Securities Depository is selected for the Bonds, directly to the Participants as shown on the records of the former Securities Depository or, to the extent requested by any Participant, to the beneficial owners of the Bonds shown on the records of such Participant. Replacement Bonds shall be in fully registered form and in Authorized Denominations, be payable as to interest on the Interest Payment Dates of the Bonds by check or draft mailed to each Registered Owner at the address of such Registered Owner as it appears on the bond registration books maintained by the City for

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such purpose at the corporate trust office of the Trustee or at the option of any Registered Owner of not less than \$1,000,000 in aggregate principal amount of Bonds, by wire transfer to any address in the continental United States of America on such Interest Payment Date to such Registered Owner as of such Record Date, if such Registered Owner provides the Trustee with written notice of such wire transfer address not later than the Record Date (which notice may provide that it will remain in effect with respect to subsequent Interest Payment Dates unless and until changed or revoked by subsequent notice). Principal and premium, if any, on the replacement Bonds are payable only upon presentation and surrender of such replacement Bond or Bonds at the principal corporate trust office of the Trustee.

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

## ARTICLE III Redemption of Bonds Before

### Maturity

Section 3.01. Redemption Dates and Prices. The Bonds shall be subject to redemption prior to maturity

in the amounts, at the times and in the manner provided in this Article III.

(a) Optional Redemption. The 20 Bonds maturing on or after January 1, 20 , are subject to redemption, otherwise than from mandatory Sinking Fund Payments, at the option of the City, on or after 1, 20 , 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 the respective Redemption Prices (expressed as percentages of the principal amount of such 20 Bonds or portions thereof to be redeemed) set forth below, in each case together with accrued interest to the redemption date:

Period (both dates inclusive)	Redemption Price (expressed as a percentage)
January 1, 20 through December 31, 20	%
January 1, 20 and thereafter	

(b) Mandatory Sinking Fund Redemption. The 20 Bonds maturing on January 1, 20 , are subject to mandatory redemption, in part by lot as provided in the Indenture, at a redemption price equal to the principal amount thereof to be redeemed, on January 1, 20 , from a mandatory Sinking Fund Payment that is hereby established in the principal amount of \$ ,000.

The 20 Bonds maturing on January 1, 20 , are subject to mandatory redemption, in part by lot as provided in the Indenture from mandatory Sinking Fund Payments

that are hereby established, on January 1 in each of the years and in the respective principal amounts set forth below, at a redemption price equal to the principal amount thereof to be redeemed:

Year	Principal Amount
20_	\$ ,000
20_	,000
20_	,000
20_	,000
20_	,000

The 20 Bonds maturing on January 1, 20 , are subject to mandatory redemption, in part by lot as provided in the Indenture from mandatory Sinking Fund Payments that are hereby established, on January 1 in each of the years and in the respective principal amounts set forth below, at a redemption price equal to the principal amount thereof to be redeemed:

Year	Principal Amount
\$ \$ \$ \$	
,000	,000 ,000 ,000

(c) Reduction of Sinking Fund Payments. In the event of the optional redemption by the City of less than all the Bonds of like Series and maturity with respect to which Sinking Fund Payments have been established, the principal amount so redeemed shall be credited against the unsatisfied balance of future Sinking Fund Payments or the final maturity amount established with respect to such Bonds, in such amount and against such Sinking Fund Payment or final maturity amount as shall be determined by the City in a certificate of the Chief Financial Officer filed with the Trustee prior to the mailing of the notice of redemption of such Bonds or, in the absence of such determination, shall be credited pro-rata (rounded in such manner as the Trustee shall determine) against the unsatisfied balance of the applicable Sinking Fund Payments and final maturity amount.

Section 3.02. Notice of Redemption. Notice of the redemption of Bonds or any portion thereof pursuant to Section 3.01 identifying the Bonds or portions thereof to be redeemed, specifying the redemption date, the Redemption Price, the places and dates of payment and that from the redemption date interest will cease to accrue, and whether the redemption is conditioned upon sufficient moneys being available on the redemption date (or any other condition) shall be given by the Trustee by mailing a copy of such redemption notice by first class mail not less than 30 nor more than 60 days prior to the date fixed for redemption, to the Registered Owner of each Bond to be redeemed in whole or in part at the address of such Registered Owner shown on the registration books. Failure to mail any such notice to the Registered Owner of any Bond or any defect therein shall not affect the validity of the proceedings for the redemption of Bonds for which notice has been validly given.

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Section 3.03. Deposit of Funds. For the redemption of any of the Bonds, the City shall establish a redemption account for the benefit of the owners of the Bonds to be redeemed and shall cause to be deposited in the account moneys sufficient to pay when due the principal of and premium, if any, and interest on the redemption date.

Section 3.04. Partial Redemption of Bonds; Selection of Bonds for Redemption, (a) In case a Bond is of a denomination larger than the minimum Authorized Denomination, all or a portion of such Bond (equal to the minimum Authorized Denomination or any integral multiple thereof) may be redeemed but such Bond shall be redeemed only in a principal amount equal to the minimum Authorized Denomination or any integral multiple thereof.

b) Upon surrender of any Bond for redemption in part only, the City shall execute and the Bond Registrar shall authenticate and deliver to the Registered Owner thereof, at the expense of the City, a new Bond or Bonds of Authorized Denominations in aggregate principal amount equal to the unredeemed portion of the Bond surrendered.

c) If less than all of the Bonds of the same Series and maturity are called for redemption, the Bonds (or portions thereof) to be redeemed shall be selected by lot by the Trustee.

## ARTICLE IV Revenues and

### Funds

Section 4.01. Limited Obligations. The Bonds are not general obligations of the City but are limited

obligations payable from the PFC Revenues (except to the extent paid out of moneys attributable to the proceeds derived from the sale of the Bonds or to income from the temporary investment thereof) and shall be a valid claim of the respective Registered Owners thereof only against the Series 20 Dedicated Sub-Fund created under Section 4.02 and other moneys held by the Trustee or otherwise pledged therefor, which amounts are hereby pledged, assigned and otherwise held as security for the equal and ratable payment of the Bonds and shall be used for no other purpose than to pay the principal of, premium, if any, and interest on the Bonds, except as may be otherwise expressly authorized in the Indenture or in this Ninth Supplemental Indenture. The Bonds shall not constitute an indebtedness of the City or a loan of credit thereof within the meaning of any constitutional or statutory limitation, and neither the faith and credit nor the taxing power of the City, the State or any political subdivision thereof is pledged to the payment of the principal of, premium, if any, or the interest on the Bonds or other costs incident thereto.

**Section 4.02. Creation of Sub-Fund and Accounts in the Bond Fund.**

(a) Creation of Series 20 Dedicated Sub-Fund. There is hereby created by the City and ordered established with the Trustee a separate and segregated sub-fund within the Bond Fund, such sub-fund to be designated the "Chicago O'Hare International Airport Series 20 Passenger Facility Charge Revenue Bond Dedicated Sub-Fund" (the "Series 20 Dedicated Sub-Fund"). Moneys on deposit in the Series 20 Dedicated Sub-Fund, and in each Account established therein as hereinafter provided, shall be held in trust by the Trustee for the sole and exclusive

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benefit of the Registered Owners of the Bonds and shall not be used or available for the payment of any other PFC Obligations.

(b) [Creation of Accounts. There are hereby created by the City and ordered established with the Trustee separate Accounts within the Series 20 Dedicated Sub-Fund, designated as follows:

1) **Construction Account:** an Account to be designated the "Chicago O'Hare International Airport Series 20 Passenger Facility Charge Construction Account" (the "Construction Account");

2) **Capitalized Interest Account:** An Account to be designated the "Chicago O'Hare International Airport Series 20 Passenger Facility Charge Capitalized Interest Account" (the "Capitalized Interest Account");

3) **Costs of Issuance Account:** an Account to be designated the "Chicago O'Hare International Airport Series 20 Passenger Facility Charge Costs of Issuance Account" (the "Costs of Issuance Account");

4) **Administrative Expense Account:** an Account to be designated the "Chicago O'Hare International Airport Series 20 Passenger Facility Charge Administrative Expense Account" (the "Administrative Expense Account");

5) **Debt Service Reserve Account:** an Account to be designated the "Chicago O'Hare International Airport Series 20 Passenger Facility Charge Debt Service Reserve Account" (the "Debt Service Reserve Account");

6) **Principal Account:** an Account to be designated the "Chicago O'Hare International Airport Series 20 Passenger Facility Charge Principal Account" (the "Principal Account");

7) **Interest Account:** an Account to be designated the "Chicago O'Hare International Airport Series 20 Passenger Facility Charge Interest Account" (the "Interest Account"); and

8) **Rebate Account:** an Account to be designated the "Chicago O'Hare International Airport Series 20 Passenger Facility Charge Rebate Account" (the "Rebate Account").]

**Section 4.03. Application of Bond Proceeds.** The proceeds received by the City from the sale of the 20 Bonds shall be applied as follows:

[ (1) **Payment, Redemption and Defeasance of Prior PFC Bonds:** the amount of \$ shall be held in trust by the Trustee for use in connection with the payment, redemption or defeasance of the Prior PFC Bonds;

(2) **Interest Account:** the Trustee shall deposit into the Interest Account any accrued interest received upon the sale of the 20 Bonds;

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3) **Capitalized Interest Account:** the Trustee shall deposit into the

3) **Capitalized Interest Account,** the amount of \$ ;

4) **Construction Account:** the Trustee shall deposit into the Construction

4) **Account** the sum of \$ ;

(5) **Payment to the Insurer:** the amount of \$ shall be applied to pay a portion of the premium due the Insurer for the Policy and the amount of \$ shall be applied to pay a portion of the premium due the Insurer for the Surety Bond;

6) **Debt Service Reserve Account:** the Trustee shall deposit into the Debt

6) **Service Reserve Account,** the amount of \$ ; and

7) **Costs of Issuance:** the balance of the proceeds of the Bonds in the amount of \$ shall be deposited in the Costs of Issuance Account and

applied by the City to the payment of Costs of Issuance of the 20 Bonds.]

Section 4.04. Deposits into Series 20 Dedicated Sub-Fund and Accounts, (a) On the 25<sup>th</sup> day of each month, commencing 25, 20 (each such date referred to herein as the "Deposit Date") there shall be deposited into the Series 20 Dedicated Sub-Fund from amounts on deposit in the Bond Fund an amount equal to the aggregate of the amounts set forth in subsection (b) of this Section, which amounts shall have been calculated by the Trustee on the 15<sup>th</sup> day of each month (such aggregate amount with respect to any Deposit Date being referred to herein as the "Series 20 Deposit Requirement").

(b) On each Deposit Date the Trustee shall make the following deposits in the following order of priority and if the moneys deposited into the Series 20 Dedicated Sub-Fund are insufficient to make any required deposit, the deposit shall be made up on the next Deposit Date after required deposits into other Accounts having a higher priority shall have been made in full:

i) for deposit into the Interest Account, an amount equal to the lesser of (A) (i) prior to , 20 , of the interest due on the Bonds on 1, 20 , and (ii) one-sixth of the interest due on the Bonds on the next Interest Payment Date, other than interest payable from the Capitalized Interest Account; or (B) the amount required so that the sum held in the Interest Account, when added to the interest payable from the Capitalized Interest Account on the next Interest Payment Date, will equal the interest due on the Bonds on the next Interest Payment Date;

ii) commencing on January 25, 20 for deposit into the Principal Account, an amount equal to the lesser of (A) one-twelfth of the Principal Installment due on the Bonds on the first day of January next ensuing, or (B) the amount required so that the sum then held in the Principal Account will equal the Principal Installment due on the Bonds on the first day of January next ensuing;

(iii) commencing on the first Deposit Date following any draw of moneys under the Surety Bond, to as reimbursement for such

draw, any amount specified by the City in a Certificate filed with the Trustee prior to such first Deposit Date, which Certificate shall specify the monthly deposit amounts to be made pursuant to this clause (iii) in order to fully restore the coverage of the Surety Bond within one year of the date of initial draw under the Surety Bond;

iv) for deposit into the Debt Service Reserve Account, the amount, if any, required as of the close of business on such Deposit Date to restore the Debt Service Reserve Account to an amount equal to the Reserve Requirement;

v) for deposit into the Rebate Account, any amount so specified by the City in a Certificate filed with the Trustee; and

vi) for deposit into the Administrative Expense Account, the amount estimated by the City in writing to be required as of the close of business on such Deposit Date to pay all Administrative Expenses with respect to the Bonds during the 60 day period commencing on such Deposit Date.

(c) In addition to the Series 20 Deposit Requirement, there shall be deposited into the Series 20 Dedicated Sub-Fund any other moneys received by the Trustee under and pursuant to the Indenture or this Ninth Supplemental Indenture, when accompanied by directions from the person depositing such moneys that such moneys are to be paid into the Series 20 Dedicated Sub-Fund and to one or more accounts in the Series 20 Dedicated Sub-Fund.

d) Upon calculation by the Trustee of each Series 20 Deposit Requirement under this Section, the Trustee shall notify the City of the Series 20 Deposit Requirement and the Deposit Date to which it relates together with such supporting documentation and calculations as the City may reasonably request.

e) If on any Deposit Date, the amount held in the Series 20 Dedicated Sub-Fund for deposit to the various Accounts shall be less than the unsatisfied amount of the Series 20 Deposit Requirement for such Deposit Date, the City shall withdraw, or cause to be withdrawn, from the PFC Capital Fund and paid to the Trustee for deposit into the Series 20 Dedicated Sub-Fund the amount necessary to cure such deficiency.

Section 4.05. Interest Account. The Trustee shall withdraw from the Interest Account, prior to each Interest Payment Date, an amount equal to the interest due on the Bonds and not payable from the Capitalized Interest Account, and apply the same to the payment of such interest.

Section 4.06. Capitalized Interest Account. The Trustee shall withdraw from the Capitalized Interest Account, prior to each of the following Interest Payment Dates, the amounts set forth in the following table, and apply the same to the payment of the interest on the Bonds due on such Interest Payment Date:

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Interest Payment Date

January 1, 20  
July 1, 20  
January 1, 20  
July 1, 20  
January 1, 20

Any amount remaining in the Capitalized Interest Account on January 2, 20 , shall be withdrawn from the Capitalized Interest Account and deposited into the Interest Account.

Section 4.07. Principal Account, (a) The Trustee shall withdraw from the Principal Account, prior to each January 1 Payment Date, an amount equal to the Principal Installment of the Bonds maturing on that date, and apply the same to the payment of such Principal Installment when due.

b) The Trustee shall establish and maintain in the Principal Account a separate account for each particular group of Bonds of a Series that mature on a single date and for which Sinking Fund Payments are established pursuant to Section 3.01(b). Moneys paid into the Principal Account as a Sinking Fund Payment in any year shall upon receipt be segregated and set aside in said accounts in proportion to the respective amounts of the Sinking Fund Payment on the next ensuing January 1 Payment Date with respect to the particular Bonds for which each such account is maintained.

c) The Trustee shall apply moneys in any account established in the Principal Account as provided in subsection (b) of this Section to the purchase or redemption of the Bonds for which such account is maintained in the manner provided in this Section and Article III or to the payment of the principal thereof at maturity. If at any date there shall be moneys in any such account and there shall be Outstanding none of the Bonds for which such account was established, said account shall be closed and the moneys therein shall be withdrawn therefrom and be applied by the Trustee as if paid into the Principal Account on that date.

d) On or prior to the first day of November of each year, the moneys held for the payment of any particular Sinking Fund Payment, at the written request of an Authorized Officer, may be applied for the purchase of Bonds of the Series and maturity for which such Sinking Fund Payment was established in an amount not exceeding that necessary to complete the retirement of the unsatisfied balance of Bonds to be redeemed from such Sinking Fund Payment on the first day of January next ensuing. Bonds purchased pursuant to this subsection shall be cancelled by the Trustee and the principal amount thereof shall be credited against the unsatisfied balance of the applicable Sinking Fund Payment next due and payable. The purchase price paid by the Trustee (excluding accrued interest but including any brokerage and other charges) for any Bond shall be debited from the Principal Account and shall not exceed the Redemption Price of such Bond applicable upon its redemption on the next date on which such Bond could be redeemed in accordance with its terms by the application of Sinking Fund Payments. Subject to the limitations hereinbefore set forth or referred to in this subsection, the Trustee shall purchase Bonds at such times, for such prices, in such amounts and in such manner (whether after advertisement for tenders or otherwise) as directed by the City in a certificate of an Authorized Officer filed with the Trustee.

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Accrued interest on Bonds purchased pursuant to this subsection shall be paid from the Interest Account.

(e) As soon as practicable after the 60<sup>th</sup> and before the 30<sup>th</sup> day prior to the date of each Sinking Fund Payment, the Trustee shall call for redemption on said date and by application of said Sinking Fund Payment such principal amount of the Bonds entitled to such Sinking Fund Payment as is required to redeem the unsatisfied balance of such Sinking Fund Payment. The Trustee shall withdraw from the Principal Account, prior to each sinking fund redemption date, an amount equal to the Redemption Price of the Bonds called for redemption on said date, and apply the same to the payment of the Redemption Price of said Bonds when due.

Section 4.08. Timing of Bond Payment Withdrawals. All withdrawals from the Interest Account, the Principal Account or the Capitalized Interest Account under Section 4.05, Section 4.06, Section 4.07(a) or Section 4.07(e) shall be made no earlier than three days prior to the Payment Date to which they relate, and the amount so withdrawn shall, for all purposes of this Ninth Supplemental Indenture, be deemed to remain and be a part of the respective Account until the applicable Payment Date.



Section 4.09. Debt Service Reserve Account, (a) The City shall maintain the Debt Service Reserve Account in an amount equal to the Reserve Requirement, which requirement may be satisfied with (i) one or more Qualified Reserve Account Credit Instruments, (ii) Qualified Investments, (iii) cash or (iv) a combination thereof. Any Qualified Reserve Account Credit Instrument shall be issued in the name of the Trustee and shall contain no restrictions on the ability of the Trustee to receive payment thereunder other than a certification of the Trustee that the funds drawn thereunder are to be used for purposes for which moneys in the Debt Service Reserve Account may be used under this Ninth Supplemental Indenture.

b) If at any time the Debt Service Reserve Account holds both a Qualified Reserve Account Credit Instrument and Qualified Investments, the Qualified Investments shall be liquidated and the proceeds applied for the purposes for which Debt Service Reserve Account moneys may be applied under this Ninth Supplemental Indenture prior to any draw being made on the Qualified Reserve Account Credit Instruments. If the Debt Service Reserve Account holds Qualified Reserve Account Credit Instruments issued by more than one issuer, draws shall be made under such credit instruments on a pro-rata basis to the extent of available funds.

c) If on the Business Day prior to any Interest Payment Date there shall not be a sufficient amount in the Interest Account and the Capitalized Interest Account available to provide for the payment of the interest on the Bonds due on such Interest Payment Date, the Trustee shall withdraw from the Debt Service Reserve Account and pay into the Interest Account the amount needed to cure such deficiency.

d) If on the Business Day prior to any January 1 Payment, Date there shall not be a sufficient amount in the Principal Account to provide for the payment of the Principal Installment on the Bonds due on such January 1 Payment Date, the Trustee, after making any withdrawal required by subsection (c) of this Section, shall withdraw from the Debt Service Reserve Account and pay into the Principal Account the amount needed to cure such deficiency.

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e) If on any date all withdrawals or payments from the Debt Service Reserve Account required by any other provision of the Indenture or this Ninth Supplemental Indenture shall have been made, the Trustee, at the direction of the City expressed in a Certificate of an Authorized Officer filed with the Trustee, shall withdraw from the Debt Service Reserve Account the amount of any excess therein over the Reserve Requirement and either (a) deposit such moneys into any one or more of the Funds and Accounts maintained under the Indenture or this Ninth Supplemental Indenture or (b) pay such moneys to the City for deposit in the PFC Capital Fund.

f) At the direction of the City expressed in a Certificate of an Authorized Officer filed with the Trustee, moneys in the Debt Service Reserve Account may be withdrawn from the Debt Service Reserve Account and deposited with the Trustee for the payment of the principal or Redemption Price of or the interest on Bonds in accordance with Section 601 of the Indenture, provided that immediately after such withdrawal the amount held in the Debt Service Reserve Account equals or exceeds the Reserve Requirement.

Section 4.10. Costs of Issuance Account. The Trustee shall apply moneys in the Costs of Issuance Account for the payment of Costs of Issuance of the Bonds as directed in a Certificate of an Authorized Officer

filed with the Trustee. If, after payment of all Costs of Issuance of the Bonds, there shall be any balance remaining in the Costs of Issuance Account, such balance, at the direction of an Authorized Officer filed with the Trustee, shall be withdrawn from the Costs of Issuance Account and deposited in the Construction Account or the Administrative Expense Account.

Section 4.11. Administrative Expense Account. Moneys in the Administrative Expense Account shall be used for the payment of Administrative Expenses as directed by the City in one or more Certificates of an Authorized Officer filed with the Trustee.

Section 4.12. Construction Account, (a) Except as otherwise provided in this Ninth Supplemental Indenture, moneys in the Construction Account shall be disbursed and applied to pay, or to reimburse the payment of, the cost of the Projects.

(b) All disbursements from the Construction Account shall be made in accordance with requisitions, delivered to the Trustee and signed by the Authorized Officer in respect to each payment, setting forth the following:

- i) The name of the person, firm or corporation to whom the payment is due;
- ii) The respective amount to be paid and the forms of payment thereof;
- iii) The purpose, by general classification, for which payment is to be made;

iv) That the obligations in stated amounts have been incurred by the City, and that each item thereof is a proper charge against the Construction Account and is due and has not been included in any prior requisition which has been paid;

v) That the payment is for costs which, pursuant to the PFC Approvals, are permitted to be paid from Bond proceeds; and

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(vi) That there has not been filed with or served upon the City any notice of any lien, right to lien, or attachment upon or claim affecting the right to receive payment of any of the moneys payable to any of the persons, firms or corporations named which have not been released or will not be released simultaneously with the payment of such obligations, and in the event that any assignment of right to receive payment has been made and notice thereof has been given to the City and the City has accepted such assignment, the order directing payment shall recite that fact and direct the payment to be made to the assignee thereof as shown by the records of the City.

(c) Upon receipt of any such requisitions, the Trustee shall pay each such obligation from the Construction Account, and the Trustee shall make disbursements in accordance with the directions of the Authorized Officer.

Section 4.13. Permitted Transfers, (a) Moneys in the Construction Account may be transferred or withdrawn as shall be specified by the City pursuant to paragraph (b) of this Section for any one or more of the following purposes: (i) to make transfers to one or more other construction accounts maintained under the

Indenture to pay the Costs of the Projects, (ii) to make transfers into the Debt Service Reserve Account to make up any deficiency therein, (iii) to make transfers to the Interest Account or the Principal Account, or (iv) to redeem Bonds in accordance with the provisions of this Ninth Supplemental Indenture.

(b) Before any such transfer or withdrawal shall be made, the City shall file with the Trustee:

i) its requisition therefor, stating the amount of the transfer or withdrawal and directing the Trustee as to the application of such amount;

ii) a **Counsel's Opinion stating that in the opinion of the signer, such transfer or withdrawal is permitted under the [Supplemental Record of Decision of the FAA** dated \_\_\_\_\_, 20\_\_ ] and will not constitute a breach or default on the part of the City of any of the covenants or agreements contained in the Indenture or this Ninth Supplemental Indenture; and

iii) an opinion of Bond Counsel to the effect that such transfer or withdrawal will not adversely affect any exemption from Federal income taxes of interest on any Bonds.

Section 4.14. Tax Covenants. The City covenants to take any action required by the provisions of the Code and within its power to take in order to preserve the exemption from Federal income taxation of interest on the Bonds (other than with respect to an alternative minimum tax imposed on interest on the Bonds), including, but not limited to, the provisions of Section 148 of the Code relating to "arbitrage bonds". The City covenants to comply with the provisions of the Tax Certificates.

Section 4.15. Rebate Account. At the written direction of the City, moneys in the Rebate Account shall be withdrawn to make arbitrage rebate payments with respect to the Bonds as required by Section 148(f) of the Code. The Trustee shall not be responsible for determining whether or in what amount such payments should be made.

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Section 4.16. Use of the PFC Capital Fund. The City covenants and agrees that the amounts in the PFC Capital Fund will be used whenever necessary to make punctual payment of the Principal Installments of and the interest on the Bonds and of any arbitrage rebate amount payable pursuant to Section 148(f) of the Code.

Section 4.17. Completion Certificate. Promptly after the earlier of (i) completion of the 20\_\_ Projects and payment of all outstanding Costs of the 20\_\_ Projects or (ii) the date that all Bond proceeds in the Construction Account are spent to pay Costs of the 20\_\_ Projects, the City shall deliver to the Trustee and the FAA a certificate of an Authorized Officer stating that (a) the proceeds of the Bonds have been used in accordance with the requirements of the Indenture and this Ninth Supplemental Indenture, 49 U.S.C. 40117, 14 CFR Part 158 and the [Supplemental Record of Decision of the FAA dated \_\_\_\_\_, 20\_\_ ], to pay Costs of the 20\_\_ Projects (or the Costs of Projects approved by the FAA) and (b) all remaining proceeds, if any, of the Bonds have been transferred to an account or accounts held by the Trustee to pay Annual Debt Service on the Bonds, to redeem Bonds or, with the consent of the FAA, to pay the Costs of Projects approved by the FAA.

Section 4.18. Suspected Violations Notice. Upon notice from the FAA of suspected violations of the PFC Act or the PFC Regulations and of the FAA's direction to air carriers to remit passenger facility charges to

the Trustee, the Trustee agrees to (i) accept such payments from the air carriers; (ii) deposit all such payments into the PFC Revenue Fund in accordance with Section 307 of the Indenture and (iii) follow the instructions of the FAA regarding the disbursement of PFC Revenues.

**Section 4.19. Covenants Upon Notice of Termination. Within 60 days of the date that the FAA issues a final notice to terminate or reduce the authority to impose passenger facility charges at O'Hare in accordance with Section 158.85(d) of the PFC Regulations, the City, in accordance with [the Supplemental Record of Decision of the FAA dated May 10, 2001,]** covenants (i) to provide the FAA with a projection of future passenger facility charge collections at O'Hare and future debt service on PFC Obligations and (ii) to create the escrow account to be held by the Trustee for the payment of such debt service as required by the Supplemental Record of Decision.

Section 4.20. Moneys to be Held in Trust. All moneys required to be deposited with or paid to the Trustee for the account of any Fund or Account referred to in any provision of this Ninth Supplemental Indenture, other than the Rebate Account, shall be held by the Trustee in trust as provided in Section 1003 of the Indenture, and shall, while held by the Trustee, constitute part of the Trust Estate and be subject to the lien or security interest created hereby.

## ARTICLE V Investment of

### Moneys

Section 5.01. Investment of Moneys. Moneys held in the funds, accounts and sub-accounts established hereunder shall be invested and reinvested and valued in accordance with the provisions governing investments contained in the Indenture. All such investments shall be

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held by or under the control of the Trustee and shall be deemed at all times a part of the fund, account or sub-account for which they were made.

Section 5.02. Investment Income. The interest earned on any investment of moneys held hereunder, any profit realized from such investment and any, loss resulting from such investment shall be credited or charged to the fund, account or sub-account for which such investment was made.

## ARTICLE VI Discharge of

### Lien

Section 6.01. Defeasance. If the City shall pay to the Registered Owners of the Bonds, or provide for the payment of, the principal, and interest and Redemption Price, if any, to become due thereon, at the times and in the manner stipulated in Section 601 of the Indenture, then this Ninth Supplemental Indenture shall be fully discharged and satisfied. Upon the satisfaction and discharge of this Ninth Supplemental Indenture, the Trustee shall, upon the request of the City, execute and deliver to the City all such instruments as may be desirable to evidence such discharge and satisfaction and the Trustee shall pay over or deliver to the City all

Funds, Accounts and other moneys or securities held by them pursuant to this Ninth Supplemental Indenture which are not required for the payment or redemption of the Bonds not theretofore surrendered or presented for such payment or redemption.

## **ARTICLE VII Concerning the Trustee**

Section 7.01. Acceptance of Trusts. The Trustee hereby accepts the trusts imposed upon it by this Ninth Supplemental Indenture, and agrees to perform said trusts, but only upon and subject to the express terms and conditions set forth in this Ninth Supplemental Indenture and in the Indenture. Except as otherwise expressly set forth in this Ninth Supplemental Indenture, the Trustee assumes no duties, responsibilities or liabilities by reason of its execution of this Ninth Supplemental Indenture other than as set forth in the Indenture and this Ninth Supplemental Indenture, and this Ninth Supplemental Indenture is executed and accepted by the Trustee subject to all the terms and conditions of its acceptance of the trust under the Indenture, as fully as if said terms and conditions were herein set forth at length.

Section 7.02. Dealing in Bonds. The Trustee, in its individual capacity, either as principal or agent, may also engage in or be interested in any financial or other transaction with the City, and may act as depository, trustee, or agent for any committee or body of the owners of Bonds secured hereby or other obligations of the City as freely as if it did not act in any capacity hereunder.

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## **ARTICLE VIII Supplemental Indentures**

Section 8.01. Supplements or Amendments to Ninth Supplemental Indenture. This Ninth Supplemental Indenture may be supplemented or amended in the manner set forth in Articles VII and VIII, respectively, of the Indenture.

Section 8.02. Consent of Credit Provider Required. Anything herein to the contrary notwithstanding, a supplemental indenture under this Article shall not become effective unless each Credit Provider for the Bonds shall have consented to the execution and delivery of such supplemental indenture, provided that no such consent shall be required of a Credit Provider if such Credit Provider shall have failed to perform its obligations under its Credit Facility with respect to the Bonds.

## **ARTICLE IX [Credit Facilities**

**Section 9.01. Payments Under Each Municipal Bond Insurance Policy.** As long as the Municipal Bond Insurance Policy with respect to a Series shall be in full force and effect with respect to the Bonds of such Series, the City and the Trustee agree to comply with the following provisions:

**Section 9.02. Information to be Supplied to the Insurer, (a)** While any Municipal Bond Insurance Policy is in effect with respect to the Bonds, the applicable party shall furnish to the Insurer the following information:

**Section 9.03. Consent of Insurer.**

**Section 9.04. Rights of Insurer Upon Default or Insolvency.**

**Section 9.05. Bond Insurer Performance.** The existence of all rights given to the Insurer under the Indenture and this Ninth Supplemental Indenture with respect to the giving of consents or approvals, the receipt of notices and the direction of proceedings or otherwise are expressly conditioned upon the timely and full performance of the obligations of the Insurer under each Municipal Bond Insurance Policy and the Surety Bond.

**Section 9.06. Payment Procedure Pursuant to the Surety Bond.** As long as the Surety Bond shall be in full force and effect, the City and the Trustee, agree to comply with the following provisions:]

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## ARTICLE X Indenture

### Amendment

**Section 10.01. Written Consent to Indenture Amendment.** The Sixth Supplemental Indenture from the City to the Trustee dated May 1, 2010, authorizes the amendment of the Indenture (the "2010 Amendment"). The 2010 Amendment deletes in full Section 503 of the Indenture which contains restrictions on the sale or transfer of O'Hare. In consideration for the security interests granted by the City for the benefit of the Owners of the Bonds, the Owners from time to time of the Bonds hereby consent to the Sixth Supplemental Indenture and to the 2010 Amendment of the Indenture. Such consents shall be fully effective for the purposes of Article VIII of the Indenture. The consent of any Owner made pursuant to this Section may be revoked in writing as provided by subsection (b) of Section 803 of the Indenture.

## ARTICLE

## XI

### Miscellaneous

Section 11.01. Ninth Supplemental Indenture as Part of Indenture. This Ninth Supplemental Indenture shall be construed in connection with and as a part of the Indenture and all terms, conditions and covenants contained in the Indenture, except as herein modified and except as restricted in the Indenture to PFC Obligations of another Series, shall apply and be deemed to be for the equal benefit, security and protection of the Bonds.

Section 11.02. Severability. If any provision of this Ninth Supplemental Indenture shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

Section 11.03. Payments Due on Saturdays, Sundays and Holidays. If any payment of interest or principal or premium on the Bonds is due on a date that is not a Business Day, payment shall be made on the next succeeding Business Day with the same force and effect as if made on the date which is fixed for such payment, and no interest shall accrue on such amount for the period after such due date.

Section 11.04. Counterparts. This Ninth Supplemental Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 11.05. Rules of Interpretation. Unless expressly indicated otherwise, references to Sections or Articles are to be construed as references to Sections or Articles of this instrument as originally executed. Use of the words "herein" "hereby," "hereunder," "hereof," "hereinbefore," "hereinafter" and other equivalent words refer to this Ninth Supplemental Indenture and not solely to the particular portion in which any such word is used.

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Section 11.06. Captions. The captions and headings in this Ninth Supplemental Indenture are for convenience only and in no way define, limit or describe the scope or intent of any provisions or Sections of this Ninth Supplemental Indenture.

Section 11.07. Applicable Law. This Ninth Supplemental Indenture shall be governed exclusively by and construed in accordance with the laws of the State of Illinois applicable to contracts made and to be performed in the State of Illinois.

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In Witness Whereof, the City has caused these presents to be executed in its name and with its official seal hereunto affixed and attested by its duly authorized officials; and to evidence its acceptance of the trusts hereby created, and the Trustee has caused these presents to be executed in its corporate name and with its corporate seal hereunto affixed and attested by its duly authorized officers, as of the date first above written.



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City of Chicago

By:

Chief Financial Officer

[Seal]

Attest:

By:  
City Clerk

The Bank of New York Mellon Trust Company, N.A.,  
as trustee

By:  
Authorized Signatory

[Seal]

Attest:

By:  
Authorized Signatory

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**Exhibit 8-A**

City of Chicago

To

The Bank of New York Mellon Trust Company, N.A. (as successor in trust to American National Bank and Trust Company of Chicago).

as Trustee

[Twenty-Sixth] Supplemental Indenture Securing  
Chicago Midway Airport [Second][Senior] Lien Revenue [Refunding] Bonds,  
Series 202[ ]A

Dated as of [ ], 202[ ]

Supplementing a Master Indenture of Trust Securing Chicago Midway Airport Second Lien Obligations dated as of September 1, 1998, as amended, from the City of Chicago to The Bank of New York Mellon Trust Company, N.A. (as successor in trust to American National Bank and Trust Company of Chicago), as Trustee.

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[Twenty-Sixth] Supplemental Indenture

(This Table of Contents is not a part of the [Twenty-Sixth] Supplemental Indenture and is only for convenience of reference.)

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### [Twenty-Sixth] Supplemental Indenture

This [Twenty-Sixth] Supplemental Indenture, made and entered into as of [ ], 202[J from the City OF CHICAGO (the "City"), a municipal corporation and home rule unit of local government duly organized and existing under the Constitution and laws of the State of Illinois, to The Bank of New York Mellon Trust Company, N.A. (as successor in trust to American National Bank and Trust Company of Chicago) (the "Trustee"), a national banking association duly organized, existing and authorized to accept and execute trusts of the character herein set out under and by virtue of the laws of the United States of America, with its corporate trust office located at 2 North LaSalle Street, Suite 1020, Chicago, Illinois 60602, as Trustee;

**WITNESSETH:**

Whereas, the City is a home rule unit of local government, duly organized and existing under the laws of the State of Illinois, and in accordance with the provisions of Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois is authorized to own and operate commercial and general aviation facilities; and

Whereas, the City owns and operates an airport known as Chicago Midway International Airport (the "Airport"); and

Whereas, the City and the Trustee have entered into a Master Indenture of Trust Securing Chicago Midway Airport Second Lien Obligations, dated as of September 1, 1998, as supplemented and amended (the "Indenture") which Indenture authorizes the issuance of such Second Lien Obligations in one or more Series pursuant to one or niore Supplemental Indentures and the incurrence by the City of Section 208 Obligations (as therein defined) and Section 209 Obligations (as therein defined); and

Whereas, the City has heretofore determined to issue Bonds (as hereinafter defined), payable solely from Second Lien Revenues (as hereinafter defined), [to pay the cost of improvements to, and expansions of,] the Airport,] [to refund prior to maturity or pay at maturity certain Prior Airport Obligations (as hereinafter defined) and to fund the payment of any Swap Agreement Payment (as hereinafter defined);] and

Whereas, in order to [finance a portion of the cost of the 202[ ] Airport Projects (as hereinafter defined),] [to refund outstanding Prior Airport Obligations, to pay any Swap Agreement Payment,] to fund the Debt Service Reserve Account and to pay costs and expenses incidental thereto and to the issuance of the Bonds, the City has authorized the issuance and sale of \$[ ] aggregate principal amount of Chicago Midway Airport Second Lien Revenue [Refunding] Bonds, Series 202[ ]A (the "Bonds"); and

Whereas, the Bonds, and the Trustee's Certificate of Authentication to be endorsed on such Bonds, shall be in substantially the following forms with necessary and appropriate variations, omissions and insertions as permitted or required by the Indenture or this [Twenty-Sixth] Supplemental Indenture, to wit:

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**[Form of Bond]**

[Financial Guaranty Insurance Policy No. ■ (the "Policy") with respect to payments due for principal of and interest on this Bond has been issued by [ ]. The Policy has been delivered to The Bank of New York Mellon, New York, New York, as the Insurance Trustee under said Policy and will be held by such Insurance Trustee or any successor insurance trustee. The Policy is on file and available for inspection at the principal office of the Insurance Trustee and a copy thereof may be secured from Ambac Assurance or the Insurance Trustee. All payments required to be made under the Policy shall be made in accordance with the provisions thereof. The owner of this Bond acknowledges and consents to the subrogation rights of [ ] as more fully set forth in the Policy.]

No.R- \$

United States of America State of Illinois

City of Chicago

Chicago Midway Airport Second Lien Revenue [Refunding] Bond,

Series 202[ ]A

Interest Rate	Maturity Dated Date	Date Cusip
	[	, 202UJ

Registered Owner: Principal

Amount:

City of Chicago (the "City"), a municipal corporation and home rule unit of local government duly organized and existing under the laws of the State of Illinois, for value received, hereby promises to pay (but only out of the sources hereinafter provided) to the registered owner identified above, or registered assigns, on the maturity date specified above, unless this Bond shall have been called for redemption and payment of the redemption price shall have been duly made or provided for, upon presentation and surrender hereof, the principal sum specified above and to pay (but only out of the sources hereinafter provided) interest on the balance of said principal sum from time to time remaining unpaid from and including the date hereof or from and including the most recent Interest Payment Date (as defined in the hereinafter-defined Indenture) with respect to which interest has been paid or duly provided for, until payment of said principal sum has been made or duly provided for, at the interest rate specified above, computed on the basis of a 360-day

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year consisting of twelve 30-day months, payable on [ ] 1, 202[ ] JJ and semi-annually thereafter on each January 1 and July 1, and to pay interest on overdue principal and, to the extent permitted by law, on overdue premium, if any, and interest at the rate due on this Bond. Principal of, premium, if any, and interest on this Bond shall be payable in lawful money of the United States of America at the corporate trust office of The Bank of New York Mellon Trust Company, N.A. (as successor in trust to American National Bank and Trust Company of Chicago), Chicago, Illinois, as Trustee, or its successor in trust (the "Trustee"); provided, however, that payment of the interest on any Interest Payment Date (as defined in the Indenture) shall be (i) made to the registered owner hereof as of the close of business on the applicable Record Date (as defined in the Indenture) with respect to such Interest Payment Date and shall be paid by check or draft mailed to such registered owner hereof at such registered owner's address as it appears on the registration books of the City maintained by the Trustee as Bond Registrar or at such other address as is furnished in writing by such registered owner to the Trustee as Bond Registrar as of the close of business on such Record Date or (ii) made by wire transfer to such registered owner as of the close of business on such Record Date upon written notice of such wire transfer address in the continental United States by such owner to the Bond Registrar given prior to

such Record Date (which notice may provide that it will remain in effect until revoked), provided that each such wire transfer shall be made only with respect to an owner of \$ 1,000,000 or more in aggregate principal amount of the Bonds as of the close of business on the Record Date relating to such Interest Payment Date; except, in each case, that if and to the extent that there shall be a default in the payment of the interest due on such Interest Payment Date, such defaulted interest shall be paid to the registered owners as provided in the Indenture. So long as this Bond is restricted to being registered in the registration books of the City in the name of a Securities Depository (as defined in the Indenture), the provisions of the Indenture governing Book-Entry Bonds shall govern the payment of the principal of and interest on this Bond.

The Bonds are limited obligations of the City and shall not constitute an indebtedness of the City or a loan of credit thereof within the meaning of any constitutional or statutory limitation. Neither the faith and credit nor the taxing power of the City, the State of Illinois or any political subdivision thereof is pledged to the payment of the principal of the Bonds, or the interest or any premium thereon. The Bonds are payable solely from the Second Lien Revenues (as defined in the hereinafter-defined Indenture) pledged to such payment under the Indenture and certain other moneys held by or on behalf of the Trustee, and no owner or owners of the Bonds shall have the right to compel any exercise of the taxing power of the City, the State of Illinois or any political subdivision thereof.

Reference is hereby made to the further provisions of this Bond set forth on the reverse hereof and such further provisions shall for all purposes have the same effect as if set forth at this place. All capitalized terms used in this Bond shall have the meanings assigned in the Indenture unless otherwise defined herein.

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

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

In Witness Whereof, the City of Chicago has caused this Bond to be executed in its name by the manual or facsimile signature of its Mayor and the manual or facsimile of its corporate seal to be printed hereon and attested by the manual or facsimile signature of its City Clerk.

Dated: f                     ],202[J

City of Chicago

By

Mayor



[Seal] Attest:

City Clerk

**[Form of Trustee's Certificate of Authentication]**

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

The Bank of New York Mellon Trust Company, N.A. (as  
successor in trust to American National Bank and  
Trust Company of Chicago), as Trustee

By  
Authorized Signature

**[DTC Legend]**

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), any transfer, pledge or other use hereof for value or otherwise by or to any person is wrongful inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

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**[Form of Reverse Bond]**

This Bond is one of an authorized series of bonds limited in aggregate principal amount to \$[ ] (the "Bonds") issued pursuant to, under authority of and in full compliance with the Constitution and laws of the State of Illinois, particularly Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois and an ordinance of the City Council of the City, and executed under a Master Indenture of Trust Securing Chicago Midway Airport Second Lien Obligations, dated as of September 1, 1998, as amended, from the City to The Bank of New York Mellon Trust Company, N.A. (as successor in trust to American National Bank and Trust Company of Chicago), Chicago, Illinois (the "Trustee"), as supplemented by a [Twenty-Sixth] Supplemental Indenture Securing Chicago Midway Airport Second Lien Revenue [Refunding] Bonds, Series 202[ ]A, dated as of [ ], 202[ ], from the City to the Trustee (collectively, the "Indenture"), to finance the costs of certain Airport Projects (as defined in the Indenture), to refund prior to maturity or pay at maturity certain Prior Airport Obligations (as defined in the Indenture), to fund certain Swap Agreement Payments (as defined in the Indenture), funding a debt service reserve account, and paying costs and expenses incidental thereto and to the issuance of the Bonds.

The Bonds and the interest thereon are payable from Second Lien Revenues (as defined in the Indenture) deposited into the Series 202[ ]JA Dedicated Sub-Fund and pledged to the payment thereof under the Indenture and certain other moneys held by or on behalf of the Trustee.

As provided in the Indenture, additional bonds may be issued from time to time pursuant to supplemental indentures in one or more series, in various principal amounts, may mature at different times, may bear interest at different rates and may otherwise vary as provided in the Indenture. The aggregate principal amount of bonds that may be issued pursuant to the Indenture is not limited and all bonds issued and to be issued pursuant to the Indenture, including the Bonds, are and will be equally secured by the pledges and covenants made therein, except as otherwise provided or permitted in the Indenture.

Copies of the Indenture are on file at the corporate trust office of the Trustee, and reference to the Indenture and any and all supplements thereto and modifications and amendments thereof is made for a description of the pledge and covenants securing the Bonds, the nature, extent and manner of enforcement of such pledge, the rights and remedies of the registered owners of the Bonds, and the limitations on such rights and remedies.

The Bonds are issuable only as fully registered Bonds in the authorized denominations described in the Indenture. Bonds may be transferred on the books of registration kept by the Bond Registrar by the registered owner in person or by the registered owner's duly authorized attorney, upon surrender thereof, together with a written instrument of transfer executed by the registered owner or the registered owner's duly authorized attorney. Upon surrender for registration of transfer of any Bond with all partial redemptions endorsed thereon at the principal office of the Bond Registrar, the City shall execute and the Trustee shall authenticate and deliver in the name of the transferee or transferees a new Bond or Bonds of the same maturity and interest rate, aggregate principal amount and tenor and of any authorized denomination or denominations and bearing numbers not outstanding under the Indenture.

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Bonds may be exchanged at the principal office of the Bond Registrar for an equal aggregate principal amount of Bonds in the appropriate form and in the same maturity and interest rate, aggregate principal amount and tenor and of any authorized denomination or denominations. The City shall execute and the Trustee shall authenticate and deliver Bonds which the registered owner making the exchange is entitled to receive. Such registration of transfer or exchange of Bonds shall be without charge to the registered owners of such Bonds, but any taxes or other governmental charges required to be paid with respect to the same shall be paid by the registered owners of the Bond requesting such transfer or exchange as a condition precedent to the exercise of such privilege.

The person in whose name any Bond is registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of principal, premium, if any, or interest shall be made only to or upon the order of the registered owner thereof or the registered owner's duly authorized attorney, but such registration may be changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

The Bonds maturing on January 1, [ ] J, are subject to mandatory redemption, in part by lot as provided in the Indenture from mandatory Sinking Fund Payments, on January 1 in each of the years and in the respective principal amounts set forth below, at a redemption price equal to the principal amount thereof to be redeemed plus accrued interest to the date of redemption:

Principal  
Year Amount

\$

If the City redeems Bonds maturing on January 1, [ ] J pursuant to optional redemption or purchases (other than from amounts held in the Series 202[ ]A Dedicated Sub-Fund) such Bonds and cancels the same, then an amount equal to the principal amount of Bonds of such maturity so redeemed or purchased shall be credited against the unsatisfied balance of future Sinking Fund Payments or the final maturity amount in such amount and against such Sinking Fund Payments or final maturity amount as shall be determined by the City in a Certificate of an Authorized Officer filed with the Trustee prior to the mailing of the notice of redemption of such Bonds or, in the absence of such determination, shall be credited against the unsatisfied balance of the applicable Sinking Fund Payments in inverse order of their payment dates.

Amounts accumulated in the Series 202[ ]A Dedicated Sub-Fund or other amounts delivered to the Trustee for such purpose may, and if so directed by the City shall, be applied by the Trustee, on or prior to the 45th day before the payment date of a Sinking Fund Payment, to the purchase of the Bonds maturing January 1, [ ] J for which such Sinking Fund Payment is to be made in an amount not exceeding that necessary to complete the retirement of the unsatisfied balance of the Bonds maturing January 1, [ ] payable from such Sinking Fund Payment on such payment date. The purchase price paid by the Trustee (excluding accrued interest but

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including any brokerage and other charges) for any Bond so purchased shall not exceed the Sinking Fund redemption price of such Bond applicable upon its redemption on such payment date. Any Bonds so purchased shall be canceled and the applicable Sinking Fund redemption price thereof shall be credited against the applicable Sinking Fund Payment due on the next payment date.

The Bonds maturing on or after January 1, [ ] are subject to redemption, otherwise than from mandatory Sinking Fund Payments, at the option of the City, on or after January 1, [ ] J, 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 the Redemption Price of 100% of the principal amount of Bonds or portions thereof to be redeemed, together with accrued interest to the redemption date.

Notice of any such redemption shall be given by the Trustee by first class mail not fewer than 30 nor more than 60 days prior thereto to the registered owners of the Bonds. Failure to mail any such notice to the registered owner of any Bond or any defect therein shall not affect the validity of the proceedings for such redemption of Bonds.

No recourse shall be had for the payment of the principal of, premium, if any, or interest on any of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement in the Indenture contained, against any past, present or future officer, employee or agent, or member of the City Council, of the City, or any successor to the City, as such, either directly or through the City, or any successor to the City, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officer, employee or agent, or member of the City Council, as such, is hereby expressly waived and released as a condition of and in consideration for the execution of the Indenture and the issuance of any of the Bonds.

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

The Indenture prescribes the manner in which it may be discharged and after which the Bonds shall no longer be secured by or entitled to the benefits of the Indenture, except as provided in the Indenture and for the purposes of registration and exchange of Bonds and of such payment, including a provision that the Bonds shall be deemed to be paid if Defeasance Obligations, as defined therein, maturing as to principal and interest in such amounts and at such times as to insure the availability of sufficient moneys to pay the principal of, premium, if any, and interest on the Bonds and all necessary and proper fees, compensation and expenses of the Trustee shall have been deposited with the Trustee.

Modifications or alterations of the Indenture, or of any supplements thereto, may be made only to the extent and in the circumstances permitted by the Indenture.

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**[Form of Assignment]**

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

as tenants in common	Unif Gift Min Act-
as tenants by the entireties	Custodian
as joint tenants with right of	(Cust) (Minor)
survivorship and not as tenants in	under Uniform Gifts to Minors Act of
common	(State)

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

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

(Name and Address of Assignee) this Bond of the City of Chicago and

does hereby irrevocably constitute and appoint

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

Dated:

Signature:

Signature Guaranteed:

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

Now, Therefore, This [Twenty-Sixth] Supplemental Indenture Witnesseth:

### Granting Clauses

That the City, in consideration of the premises and the acceptance by the Trustee of the trusts hereby created and of the purchase and acceptance of the Bonds by the registered owners thereof, and of the sum of one dollar, lawful money of the United States of America, to it duly paid by the Trustee at or before the execution and delivery of these presents, and for other good and valuable consideration, the receipt of which is hereby acknowledged[, to secure the rights of the Insurer (as hereinafter defined) to satisfaction of the Insurer Obligations (as hereinafter defined)],

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*and for the payment of the principal of, premium, if any, and interest on the Bonds according to their tenor and effect, and to secure the performance and observance by the City of all the covenants expressed or implied herein and in the Bonds, does hereby assign and grant a security interest in and to the following to the Trustee, and its successors in trust and assigns forever, for the securing of the performance of the obligations of the City hereinafter set forth (the "Trust Estate"):*

#### Granting Clause First

All right, title and interest of the City in and to Second Lien Revenues, to the extent pledged and assigned in the granting clauses of the Indenture.

#### Granting Clause Second

All moneys and securities from time to time held by the Trustee under the terms of this [Twenty-Sixth]

Supplemental Indenture, except for moneys deposited with or paid to the Trustee and held in trust hereunder for the redemption of Bonds, notice of the redemption of which has been duly given.

### Granting Clause Third

Any and all other property, rights and interests of every kind and nature from time to time hereafter by delivery or by writing of any kind granted, bargained, sold, alienated, demised, released, conveyed, assigned, transferred, mortgaged, pledged, hypothecated or otherwise subjected hereto, as and for additional security hereunder by the City or by any other person on its behalf or with its written consent to the Trustee, and the Trustee is hereby authorized to receive any and all property thereof at any and all times and to hold and apply the same subject to the terms hereof.

To Have And To Hold all and singular the Trust Estate, whether now owned or hereafter acquired, unto the Trustee and its successors in said trust and assigns forever;

In Trust Nevertheless, upon the terms and trusts herein set forth for the equal and proportionate benefit, security and protection of all present and future owners of the Bonds [(and, with respect to the Debt Service Reserve Account, the other Common Reserve Bonds)J], the Insurer (to the extent of unsatisfied Insurer Obligations)] and all other Second Lien Obligations issued or secured from time to time under the provisions of this [Twenty-Sixth] Supplemental Indenture, without privilege, priority or distinction as to the lien or otherwise of any of the foregoing over any other of the foregoing except to the extent herein or in the Indenture otherwise specifically provided;

Provided, However, that if the City, its successors or assigns, shall well and truly pay, or cause to be paid, the principal of, premium, if any, and interest on the Bonds due or to become due thereon, at the times and in the manner set forth therein according to the true intent and meaning thereof, and shall cause the payments to be made on the Bonds, [and shall well and truly satisfy,

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or cause to be satisfied, the Insurer Obligations as required herein,] or shall provide, as permitted hereby, for the payment thereof, and shall well and truly cause to be kept, performed and observed all of its covenants and conditions pursuant to the terms of the Indenture and this [Twenty-Sixth] Supplemental Indenture and shall pay or cause to be paid to the Trustee [and the Insurer] all sums of money due or to become due to it in accordance with the terms and provisions hereof, then upon the final payment thereof this [Twenty-Sixth] Supplemental Indenture and the rights hereby granted shall cease, determine and be void; otherwise this [Twenty-Sixth] Supplemental Indenture shall remain in full force and effect. [Notwithstanding the foregoing, so long as any Common Reserve Bonds remain outstanding, the Trustee shall continue to hold the Debt Service Reserve Account for the benefit of Common Reserve Bonds and this [Twenty-Sixth] Supplemental Indenture and all provisions related to the Debt Service Reserve Account shall continue in force to that extent.]

This [Twenty-Sixth] Supplemental Indenture Further Witnesseth, and it is expressly declared, that all Bonds issued and secured hereunder are to be issued, authenticated and delivered and all said property, rights and interests and any other amounts hereby assigned and pledged are to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as herein expressed, and the City has agreed and covenanted, and does hereby agree and covenant, with the

Trustee and with the respective owners of the Bonds, as follows:

### Article I Definitions

All capitalized terms used herein unless otherwise defined shall have the same meaning as used in Article I of the Indenture. In addition, the following words and phrases shall have the following meanings for purposes of this [Twenty-Sixth] Supplemental Indenture:

"Authorized Denomination" means \$5,000 or any integral multiple thereof.

"Bonds" means the Chicago Midway Airport Second Lien Revenue [Refunding] Bonds, Series 202[ ] A, authorized to be issued pursuant to Section 2.01 hereof.

"Business Day" means a day except Saturday, Sunday or any day on which banking institutions located in the States of New York or Illinois are required or authorized to close or on which the New York Stock Exchange is closed.

["Common Reserve Bonds" means the Bonds and the \$[ ] issued under the Indenture on the Date of Issuance and entitled to the benefit of the Debt Service Reserve Account pursuant to Section 5.08 hereof.]

"Costs of Issuance Account" means the account of that name established in the Series 202[ ] JA Dedicated Sub-Fund as described in Section 5.02 hereof.

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"Date of Issuance" means the date of original issuance and delivery of the Bonds hereunder.

"Debt Service Reserve Account" means the account of that name established in the Series 202[ ] JA Dedicated Sub-Fund as described in Section 5.02 hereof.

"Favorable Opinion of Bond Counsel" means an opinion of Bond Counsel (defined in the Tax Agreement) to the effect that the action proposed to be taken is not prohibited by the laws of the State of Illinois and this [Twenty-Sixth] Supplemental Indenture and will not adversely affect any exclusion from gross income for federal income tax purposes of interest on the Bonds.

"Indenture" means the Master Indenture of Trust Securing Chicago Midway Airport Second Lien Obligations, dated as of September 1, 1998, from the City to the Trustee, as amended, pursuant to which Chicago Midway Airport Second Lien Revenue [Refunding] Bonds are authorized to be issued, and any amendments and supplements thereto, including this [Twenty-Sixth] Supplemental Indenture. References to Articles and Sections of the Indenture shall be deemed to refer to Articles and Sections of the Indenture as amended from time to time.

["Insurance Policy" or "Policy" means the insurance policy issued by the Insurer guaranteeing the

scheduled payment of principal of and interest on the Insured Bonds when due.]

["Insured Bonds" means the Bonds maturing on [ ] in the principal amount of \$[ J and [ ] in the principal amount of \$[ ] to which the Insurance Policy issued by the Insurer applies.]

["Insurer" means [ ], or any successor thereto or assignee thereof.]

["Insurer Obligations" means the City's obligations under Article VI hereof, which obligations shall be deemed to constitute Section 208 Obligations for purposes of the Indenture.]

"Interest Payment Date" means January 1 and July 1 of each year, commencing L 1,202[ ]].

"Ordinance" means the ordinance duly adopted and approved by the City Council of the City on [ ], 202[ ], which authorizes the issuance and sale of the Bonds and the execution of this [Twenty-Sixth] Supplemental Indenture.

"Participant" when used with respect to any Securities Depository, means any participant of such Securities Depository.

"Principal and Interest Account" means the account of that name established in the Series 202[ ]A Dedicated Sub-Fund as described in Section 5.02 hereof.

"Principal and Interest Account Requirement" means an amount equal to (i) the interest due on the Bonds on the next succeeding Interest Payment Date based upon the aggregate principal

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amount of Bonds Outstanding as of the first day of the current Bond Year, plus (ii) one-half of the total Principal Installments due on the Bonds on the next succeeding January 1.

"Prior Airport Obligations" means \$( ).

"Project Certificate" is defined in the Tax Agreement.

"Program Fee Account" means the account of that name established in the Series 202[ ]A Dedicated Sub-Fund as described in Section 5.02 hereof.

"Program Fees" means:

- a) the fees, expenses and other charges payable to each fiduciary, including the Trustee and any Paying Agent, pursuant to the provisions of Section 1005 of the Indenture; provided that if at any time there shall be any Series of Second Lien Obligations Outstanding under the Indenture other than the Bonds, then "Program Fees," for purposes of this [Twenty-Sixth] Supplemental Indenture, shall



mean only such portion of such fees, expenses and other charges as shall be payable with respect to, or properly allocable to, the duties performed by each such fiduciary with respect to the Bonds; [andj

b) [the fees, expenses and other charges payable hereunder to the Insurer and the Surety; andj

c) any other fees, expenses and other charges of a similar nature payable by the City to any person hereunder or otherwise with respect to the Bonds.

"Record Date" means June 15 and December 15 of each year.

"Reserve Requirement" means the lesser of (i) the maximum amount of Annual Second Lien Debt Service payable on the [Common Reserve] Bonds in the current or any succeeding Bond Year, (ii) 125% of the average Annual Second Lien Debt Service on the [Common Reserve] Bonds or (iii) 10% of the original principal amount of the [Common Reserve] Bonds.

"Securities Depository" means any securities depository registered as a clearing agency with the Securities and Exchange Commission pursuant to Section 17A of the Securities Exchange Act of 1934, as amended, and appointed as the securities depository for the Bonds. Initially, the Securities Depository shall be The Depository Trust Company.

"State" means the State of Illinois.

["Surety" means [ ], a I ], as issuer of the Surety Bond, or any successor thereto or assignee thereof.]

["Surety Bond" means the Qualified Reserve Account Credit Instrument issued by the Surety and deposited on the Date of Issuance into the Debt Service Reserve Account in the amount of the Reserve Requirement.]

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"Swap Agreement Payment" means a payment in respect of a transfer, modification and/or termination of an existing swap agreement with respect to a Prior Airport Obligation.

"Tax Agreement" means the Tax Exemption Certificate and Agreement of the City dated the date of issuance of the Bonds.

"Trust Estate" means the property conveyed to the Trustee pursuant to the Granting Clauses hereof.

"[Twenty-Sixth] Supplemental Indenture" means this [Twenty-Sixth] Supplemental Indenture and any amendments and supplements hereto.

"202[ ] Airport Projects" means the Airport Projects approved by the Ordinance and to be financed in whole or in part by the application of the proceeds of the sale of the Bonds.

**Article II The Bonds**

Section 2.01. Authorized Amount of Bonds. No Bonds may be issued under the provisions of this [Twenty-Sixth] Supplemental Indenture except in accordance with this Article. The Bonds are being issued to provide funds to refund prior to maturity or pay at maturity the Prior Airport Obligations, to pay any Swap Agreement Payment, to fund the Debt Service Reserve Account and to pay Costs of Issuance of the Bonds. Except as provided in Section 2.07 hereof, the total principal amount of Bonds that may be issued hereunder is expressly limited to \$[            ].

Section 2.02. Issuance of Bonds; Denominations; Numbers. The Bonds shall be designated "City of Chicago, Chicago Midway Airport Second Lien Revenue [Refunding] Bonds, Series 202[JA]."

The Bonds shall be dated as of the Interest Payment Date next preceding their date of authentication, unless such date of authentication is an Interest Payment Date, in which case the Bonds shall be dated as of such Interest Payment Date, or unless such Bonds are authenticated prior to the first Interest Payment Date, in which event the Bonds shall be dated as of the Date of Issuance.

The Bonds shall be issued as registered bonds without coupons. The Bonds shall be issued only in Authorized Denominations. The Bonds shall be numbered consecutively from R-1 upwards bearing numbers not then outstanding (in order of issuance) according to the records of the Trustee.

The Bonds shall mature on January 1 of each of the following years and bear interest at the following interest rates per annum:

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Principal Interest  
Year Amount Rate  
  
\$ . %

Interest on the Bonds shall be payable on January 1 and July 1 of each year, commencing [ 1,202[ ] ]. The Bonds shall bear interest from the date thereof or from and including the most recent Interest Payment Date with respect to which interest has been paid or duly provided for. Interest shall be calculated on the basis of a 360-day year consisting of twelve 30-day months.

Section 2.03. Execution; Limited Obligations. The Bonds shall be executed on behalf of the City with the official manual or facsimile signature of the Mayor of the City and attested with the official manual or facsimile signature of its City Clerk, and shall have affixed, impressed, imprinted or otherwise reproduced thereon the corporate seal of the City or a facsimile thereof. The Bonds are issued pursuant to and in full compliance with the Constitution and laws of the State, and pursuant to the Ordinance. The Bonds, the Section 208 Obligations and the Section 209 Obligations are not general obligations of the City, but are limited obligations payable solely from Second Lien Revenues (except to the extent paid out of moneys attributable to the proceeds derived from the sale of the Bonds or to income from the temporary investment thereof) [and from moneys provided under the Policy,] and shall be a valid claim of the respective Registered Owners of the Bonds and the Insurer only against the Series 202[ ]A Dedicated Sub-Fund and other moneys held by the Trustee or otherwise pledged therefor, which amounts are hereby pledged, assigned and otherwise held as security for the equal and ratable payment of the Bonds, and shall be used for no other purpose than to pay the principal of, premium, if any, and interest on the Bonds except as may be otherwise expressly authorized in the Indenture or in this [Twenty-Sixth] Supplemental Indenture. Neither the Bonds, the Section 208 Obligations nor the Section 209 Obligations shall constitute an indebtedness of the City or a loan of credit thereof within the meaning of any constitutional or statutory limitation, and neither the faith and credit nor the taxing power of the City, the State or any political subdivision thereof is pledged to the payment of the principal of, premium, if any, or the interest on the Bonds, the Section 208 Obligations or the Section 209 Obligations, or other costs incident thereto. In case any officer whose signature or a facsimile of whose signature shall appear on the Bonds shall cease to be such officer before the delivery of such Bonds, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, as if he or she had remained in office until delivery.

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Section 2.04. Authentication. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this [Twenty-Sixth] Supplemental Indenture unless and until such certificate of authentication in substantially the form set forth in the form of Bond herein shall have been duly executed by the Trustee, and such executed certificate of the Trustee, upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this [Twenty-Sixth] Supplemental Indenture. The Trustee's certificate of authentication on any Bond shall be deemed to have been executed by it if signed by an authorized signatory of the Trustee, but it shall not be necessary that the same signatory sign the certificates of authentication on all of the Bonds issued hereunder.

Section 2.05. Form of Bonds; Temporary Bonds. The Bonds shall be substantially in the form set forth in the form of Bond herein, with such appropriate variations, omissions and insertions as are permitted or required by this [Twenty-Sixth] Supplemental Indenture.

Pending preparation of definitive Bonds, or by agreement with the purchasers of the Bonds, the City may issue and, upon its request, the Trustee shall authenticate, in lieu of definitive Bonds, one or more

temporary printed or typewritten Bonds of substantially the tenor recited above. Upon request of the City, the Trustee shall authenticate definitive Bonds in exchange for and upon surrender of an equal principal amount of temporary Bonds. Until so exchanged, temporary Bonds shall have the same rights, remedies and security hereunder as definitive Bonds.

Section 2.06. Delivery of Bonds. Upon the execution and delivery of this [Twenty-Sixth] Supplemental Indenture, the City shall execute and deliver to the Trustee, and the Trustee shall authenticate, the Bonds and deliver them to the purchasers as may be directed by the City as hereinafter in this Section provided.

Prior to the delivery by the Trustee of any of the Bonds there shall be filed with the Trustee:

- 1) a copy, duly certified by the City Clerk of the City, of the Ordinance;
- 2) original executed counterparts of the Indenture, this [Twenty-Sixth] Supplemental Indenture, the Policy and the Surety Bond;
- 3) a Counsel's Opinion to the effect set forth in Section 206(b) of the Indenture;
- 4) a Certificate stating that any required approval for the issuance of the Bonds has been obtained;
- (5) a written order as to the delivery of the Bonds, signed by an Authorized Officer and stating (i) the identity of the purchasers, the aggregate purchase price and the date and place of delivery, and (ii) that no Event of Default has occurred and is continuing under the Indenture or this [Twenty-Sixth] Supplemental Indenture;
- (6) [(i) a Certificate of the Independent Airport Consultant stating that, based upon the reasonable assumptions set forth therein, Revenues and Other Available Moneys

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are projected to be not less than that required to satisfy the rate covenant set forth in Section 404 of the Indenture (disregarding any First Lien Bonds or Second Lien Obligations that have been paid or discharged or that will be paid or discharged immediately after the issuance of the Bonds) for each of the next three Fiscal Years immediately following completion of the project or projects financed by the Bonds; provided that for purposes of such certificate, Other Available Moneys shall be projected only to the extent that such Other Available Moneys have been (x) paid over to the Trustee and deposited into the First Lien Revenue Fund, First Lien Debt Service Fund or a debt service fund for the Bonds or (y) irrevocably pledged to the payment of debt service on the First Lien Bonds or Second Lien Obligations; or (ii) a Certificate stating that Revenues and Other Available Moneys in the most recently completed Fiscal Year for which audited financial statements have been prepared satisfied the rate covenant set forth in Section 404 of the Indenture, assuming for such purpose that Aggregate Second Lien Debt Service for the Bond Year commencing during such Fiscal Year includes the maximum Annual Second Lien Debt Service on the Bonds [and the other Common Reserve Fund Bonds] proposed to be issued; and]

(7) [a verification report of an Independent Accountant stating the amount of either (i) moneys in an amount sufficient to pay the Prior Airport Obligations to be refunded at the applicable Redemption Price of the Prior Airport Obligations together with accrued interest on such Prior Airport Obligations to the redemption date or dates; or (ii) Defeasance Obligations the principal of, and interest on, which when due (without reinvestment thereof), together with the moneys (including a portion of the proceeds of the Bonds to be issued), if any, are sufficient to pay when due the applicable Redemption Price of the Prior Airport Obligations to be refunded, together with accrued interest on such Prior Airport Obligations to the redemption date or dates or the dates or dates of maturity thereof.]

Section 2.07. Mutilated, Lost, Stolen or Destroyed Bonds. In the event any Bond is mutilated, lost, stolen or destroyed, the City may execute and the Trustee may authenticate a new Bond of like date, maturity, interest rate and denomination as the Bond mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Trustee, and in the case of any lost, stolen or destroyed Bond, there shall be first furnished to the City and the Trustee evidence of such loss, theft or destruction satisfactory to the City and the Trustee, together with indemnity satisfactory to them. In the event any such Bond shall have matured, instead of issuing a substitute Bond the City may pay the same without surrender thereof. The City and the Trustee may charge the Registered Owner of such Bond with their reasonable fees and expenses in this connection. All Bonds so surrendered to the Trustee shall be cancelled and destroyed, and evidence of such destruction shall be given to the City. Upon the date of final maturity or redemption of all of the Bonds, the Trustee shall destroy any inventory of unissued certificates.

All duplicate Bonds issued and authenticated pursuant to this Section shall constitute original, contractual obligations of the City (whether or not, in the case of the first paragraph of this Section, lost, stolen or destroyed Bonds be at any time found by anyone), and shall be entitled to equal and proportionate rights and benefits hereunder as all other outstanding Bonds issued hereunder.

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All Bonds shall be owned upon the express condition that the foregoing provisions, to the extent permitted by law, are exclusive with respect to the replacement or payment of mutilated, destroyed, lost, stolen or purchased Bonds, and shall preclude any and all other rights or remedies.

Section 2.08. Transfer and Exchange of Bonds; Persons Treated as Owners, (a) Subject to the limitations contained in subsection (c) of this Section, upon surrender for registration of transfer of any Bond at the corporate trust office of the Trustee, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Trustee and duly executed by the Bondholder or such Bondholder's attorney duly authorized in writing, the City shall execute, and the Trustee shall authenticate and deliver, in the name of the transferee or transferees a new Bond or Bonds of like date and tenor in Authorized Denominations of the same Maturity Date for the aggregate principal amount which the Registered Owner is entitled to receive bearing numbers not contemporaneously Outstanding. Subject to the limitations contained in subsection (c) of this Section, Bonds may be exchanged at such times at such corporate trust office of the Trustee upon surrender thereof together with an assignment duly executed by the Registered Owner thereof or such Registered Owner's attorney in such form and with guarantee of signature as shall be satisfactory to the Trustee for an equal aggregate principal amount of Bonds of like date and tenor of any Authorized Denomination as the Bonds surrendered for exchange bearing numbers not contemporaneously Outstanding. The execution by the City of any Bond of any Authorized Denomination shall constitute full and due authorization of such Authorized

Denomination, and the Trustee shall thereby be authorized to authenticate and deliver such registered Bond.

b) No service charge shall be imposed upon the Registered Owners for any exchange or transfer of Bonds. The City and the Trustee may, however, require payment by the person requesting an exchange or transfer of Bonds of a sum sufficient to cover any tax, fee or other governmental charge that may be imposed in relation thereto, except in the case of the issuance of a Bond or Bonds for the unredeemed portion of a Bond surrendered for redemption in part.

c) The Trustee shall not be required to transfer or exchange such Bond during the period commencing on the Record Date next preceding any Interest Payment Date of such Bond and ending on such Interest Payment Date, or to transfer or exchange such Bond after the mailing of notice calling such Bond for redemption has been made as herein provided or during the period of 15 days next preceding the giving of notice of redemption of Bonds of the same Maturity Date and interest rate which were converted on the same date. The Trustee shall not be required to exchange or register the transfer of such Bond after the mailing of notice calling such Bond for redemption has been made as herein provided, except that the City and the Trustee shall be required to issue or register the transfer of Tendered Bonds after such date of mailing of notice of redemption.

d) Bonds delivered upon any registration of transfer or exchange as provided herein or as provided in Section 2.07 hereof shall be valid limited obligations of the City, evidencing the same debt as the Bonds surrendered, shall be secured by the Indenture and shall be entitled to all of the security and benefits hereof to the same extent as the Bond surrendered.

e) The City[,J [andj the Trustee [and the InsurerJ may treat the Registered Owner of any Bond as the absolute owner thereof for all purposes, whether or not such Bond shall be overdue,

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and shall not be bound by any notice to the contrary. All payments of or on account of the principal of, premium, if any, and interest on any such Bond as herein provided shall be made only to or upon the written order of the Registered Owner thereof or such Registered Owner's legal representative, but such registration may be changed as herein provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

Section 2.09. Cancellation. Any Bond surrendered for the purpose of payment or retirement, or for exchange, transfer or replacement, shall be cancelled upon surrender thereof to the Trustee or any Paying Agent. If the City shall acquire any of the Bonds, the City shall deliver such Bonds to the Trustee for cancellation and the Trustee shall cancel the same. Any such Bonds cancelled by any Paying Agent other than the Trustee shall be promptly transmitted by such Paying Agent to the Trustee. Certification of Bonds cancelled by the Trustee and Bonds cancelled by a Paying Agent other than the Trustee which are transmitted to the Trustee shall be made to the City. Cancelled Bonds may be destroyed by the Trustee unless instructions to the contrary are received from the City. Upon the date of final maturity or redemption of all Bonds, the Trustee shall destroy any inventory of unissued certificates.

Section 2.10. Book-Entry Provisions. The provisions of this Section shall apply so long as the Bonds are maintained in book-entry form with The Depository Trust Company or another Securities Depository, any

provisions of this [Twenty-Sixth] Supplemental Indenture to the contrary notwithstanding.

a) Payments. The Bonds shall be payable to the Securities Depository, or its nominee, as the registered owner of the Bonds, on each date on which the principal of, interest on, and premium, if any, on the Bonds is due as set forth in this [Twenty-Sixth] Supplemental Indenture and in the Bonds. Such payments shall be made to the offices of the Securities Depository specified by the Securities Depository to the City and the Trustee in writing. Without notice to or the consent of the beneficial owners of the Bonds, the City and the Securities Depository may agree in writing to make payments of principal and interest in a manner different from that set forth herein. In such different manner of payment is agreed upon, the City shall give the Trustee notice thereof, and the Trustee shall make payments with respect to the Bonds in the manner specified in such notice as set forth herein. Neither the City nor the Trustee shall have any obligation with respect to the transfer or crediting of the principal of, interest on, and premium, if any, on the Bonds to Participants or the beneficial owners of the Bonds or their nominees.

b) Replacement of the Securities Depository. The City may discontinue use of a Securities Depository as the depository of the Bonds if (i) the City, in its sole discretion, determines that (A) such Securities Depository is incapable of discharging its duties with respect to the Bonds, or (B) the interest of the beneficial owners of the Bonds might be adversely affected by the continuation of the book-entry system with such Securities Depository as the depository for the Bonds, or (ii) such Securities Depository determines not to continue to act as a depository for the Bonds or is no longer permitted to act as such depository. Notice of any determination pursuant to clause (i) shall be given to such Securities Depository at least 30 days prior to any such determination (or such fewer

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number of days as shall be acceptable to such Securities Depository). The City shall have no obligation to make any investigation to determine the occurrence of any events that would permit the City to make any determination described in this paragraph.

c) Discontinuance of Book-Entry or Change of Securities Depository. If, following a determination or event specified in paragraph (b) above, the City discontinues the maintenance of the Bonds in book-entry form with the then current Securities Depository, the City will issue replacement Bonds to the successor Securities Depository, if any, or, if no replacement Securities Depository is selected for the Bonds, directly to the Participants as shown on the records of the former Securities Depository or, to the extent requested by any Participant, to the beneficial owners of the Bonds shown on the records of such Participant. Replacement Bonds shall be in fully registered form and in Authorized Denominations, be payable as to interest on the Interest Payment Dates of the Bonds by check or draft mailed to each registered owner at the address of such owner as it appears on the bond registration books maintained by the City for such purpose at the corporate trust office of the Trustee or at the option of any registered owner of not less than \$1,000,000 principal amount of Bonds, by wire transfer to any address in the continental United States of America on such Interest Payment Date to such registered owner as of such Record Date, if such registered owner provides the Trustee with written notice of such wire transfer address not later than the Record Date (which notice may provide that it will remain in effect with respect to subsequent Interest Payment Dates unless and until changed or revoked by subsequent notice). Principal and redemption premium, if any, on the replacement Bonds

are payable only upon presentation and surrender of such replacement Bond or Bonds at the corporate trust office of the Trustee.

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

Section 2.11. Tax Covenant. The City covenants to take any action required by the provisions of the Code and within its power to take in order to preserve the exemption from federal income taxation of interest on the Bonds (other than with respect to an alternative minimum tax imposed on interest on the Bonds), including, but not limited to, the provisions of Section 148 of the Code relating to "arbitrage bonds."

The City covenants to comply with the provisions of the Tax Agreement governing the use of Bond proceeds.

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### Article III

#### Redemption of Bonds Before Maturity

Section 3.01. Redemption Dates and Prices. The Bonds shall be subject to redemption prior to maturity in the amounts, at the times and in the manner provided in this Article III.

a) [Optional Redemption At Par. The Bonds maturing on or after January 1, [ ] are subject to redemption, otherwise than from mandatory Sinking Fund Payments, at the option of the City, on or after January 1, [ J, 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 the Redemption Price of 100% of the principal amount of such Bonds or portions thereof to be redeemed, together with accrued interest to the redemption date.]

b) [Optional Make-Whole Redemption. The Bonds [of each maturity] [maturing on or after January 1, [ ]] are subject to redemption, otherwise than from mandatory Sinking Fund Payments, at the option of the City in whole or in part pro-rata at any time at the Redemption Price that is the greater of (A) 100% of the principal amount of the Bonds to be redeemed and (B) the sum of the present value of the remaining scheduled payments of principal and interest to the maturity date of the Bonds to be redeemed, not include any portion of those payments of interest accrued and unpaid as of the date on which the Bonds are to be redeemed, discounted to the



date on which the Bonds are to be redeemed on a semi-annual basis, assuming a 360-day year consisting of twelve 30-day months, at the Treasury Rate plus [ ] basis points plus accrued and unpaid interest on the Bonds to be redeemed on the redemption date.

The Redemption Price of the Bonds to be redeemed pursuant to this Section 3.01(b) will be determined by an independent accounting firm, investment banking firm or financial advisor retained by the City, at the City's expense, to calculate such Redemption Price. The Trustee and the City may conclusively rely on such determination of Redemption Price by such independent accounting firm, investment banking firm or financial advisor and will not be liable for such reliance.]

c) [Mandatory Sinking Fund Redemption. The Bonds maturing on January 1, [ ] J, are subject to mandatory redemption, in part by lot as provided in the Indenture from mandatory Sinking Fund Payments, on January 1 in each of the years and in the respective principal amounts set forth below, at a redemption price equal to the principal amount thereof to be redeemed plus accrued interest to the date of redemption:

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Principal Amount

\$

If the City redeems Bonds maturing on January 1, [ ] J pursuant to optional redemption or purchases (other than from amounts held in the Series 202[ ]A Dedicated Sub-Fund) such Bonds and cancels the same, then an amount equal to the principal amount of Bonds of such maturity so redeemed or purchased shall be credited against the unsatisfied balance of future Sinking Fund Payments or the final maturity amount in such amount and against such Sinking Fund Payments or final maturity amount as shall be determined by the City in a Certificate of an Authorized Officer filed with the Trustee prior to the mailing of the notice of redemption of such Bonds or, in the absence of such determination, shall be credited against the unsatisfied balance of the applicable Sinking Fund Payments in inverse order of their payment dates.

Amounts accumulated in the Series 202[ ]A Dedicated Sub-Fund or other amounts delivered to the Trustee for such purpose may, and if so directed by the City shall, be applied by the Trustee, on or prior to the 45th day before the payment date of a Sinking Fund Payment, to the purchase of the Bonds maturing January 1, [ ] J for which such Sinking Fund Payment is to be

made in an amount not exceeding that necessary to complete the retirement of the unsatisfied balance of the Bonds maturing January 1, | J payable from such Sinking Fund Payment on such payment date. The purchase price paid by the Trustee (excluding accrued interest but including any brokerage and other charges) for any Bond so purchased shall not exceed the Sinking Fund redemption price of such Bond applicable upon its redemption on such payment date. Any Bonds so purchased shall be canceled and the applicable Sinking Fund redemption price thereof shall be credited against the applicable Sinking Fund Payment due on the next payment date.]

Section 3.02. Notice of Redemption, (a) Except as hereinafter provided, a copy of the notice of the call for any redemption identifying the Bonds to be redeemed shall be given by first class mail, postage prepaid, not less than 30 or more than 60 days prior to the date fixed for redemption, to [the Insurer andj the Registered Owners of the Bonds to be redeemed at their addresses as shown on the Bond Register. Such notice shall specify the redemption date, the redemption price, the place and manner of payment, and that from the redemption date interest will cease to accrue on the Bonds which are the subject of such notice, and shall include such other information as the Trustee shall deem appropriate or necessary at the time such notice is given to comply with any applicable law, regulation or industry standard. Prior to the date that the redemption notice is first given as aforesaid, funds shall be placed with the Trustee to pay such Bonds, any premium thereon, and accrued interest thereon to the redemption date, or such notice shall state that any redemption is conditional on such funds being deposited on the redemption date, and that failure to deposit such funds shall not constitute an Event of Default under the Indenture; any funds so deposited with the Trustee shall be invested solely in Federal Obligations maturing no later than the earlier of (i) 30 days after the date of placement with the Trustee, or (ii) the redemption date.

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b) In addition to the requirements of subsection (a), notice of the redemption of Bonds or any portion thereof identifying the Bonds or portions thereof to be redeemed shall specify (i) the series name and designation and certificate numbers of Bonds being redeemed, (ii) the CUSIP numbers of the Bonds being redeemed, (iii) the principal amount of Bonds being redeemed and the redeemed amount for each certificate (for partial calls), (iv) the redemption date, (v) the Redemption Price, (vi) the Date of Issuance, (vii) the interest rate and Maturity Date of the Bonds being redeemed, (viii) the date of mailing of notices to Registered Owners and information services, and (ix) the name of the employee of the Trustee which may be contacted with regard to such notice.

c) Redemption notices shall also be forwarded by registered mail, telecopier or overnight delivery service to the Securities Depository with the intention that they be received at least two days prior to the date of mailing of notices to Registered Owners.

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

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

Section 3.03. No Partial Optional Redemption After Default. Anything in this [Twenty-Sixth] Supplemental Indenture to the contrary notwithstanding, if there shall have occurred and be continuing an Event of Default of which an officer of the Trustee has actual knowledge, there shall be no optional redemption of less than all of the Bonds at the time outstanding.

Section 3.04. Selection of Bonds for Redemption. If less than all the Bonds shall be called for redemption under any provision of this [Twenty-Sixth] Supplemental Indenture permitting such partial redemption, the particular Bonds or portions thereof to be redeemed shall be selected in such order of maturity as the City shall determine and within any maturity by lot. In selecting Bonds for redemption, the Trustee shall treat each Bond as representing that number of Bonds which is obtained by dividing the principal amount of such Bond by the minimum Authorized Denomination. If it is determined that one or more, but not all, of the integral multiples of the Authorized Denomination of principal amount represented by any Bond is to be called for redemption, then, upon notice of intention to redeem such integral multiple of an Authorized Denomination, the Registered Owner of such Bond shall forthwith surrender such Bond to the Trustee for (a) payment to such Registered Owner of the redemption price of the integral multiple of the Authorized Denomination of principal amount called for redemption, and (b) delivery to such Registered Owner of a new Bond or Bonds in the aggregate principal amount of the unredeemed balance of the principal amount of such Bond. New Bonds representing the

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unredeemed balance of the principal amount of such Bond shall be issued to the Registered Owner thereof without charge therefor.

Section 3.05. Deposit of Funds. For the redemption of any of the Bonds, the City shall cause to be deposited in the Principal and Interest Account moneys sufficient to pay when due the principal of, and premium, if any, and interest on, the Bonds to be redeemed on the redemption date to be applied in accordance with the provisions hereof.

## Article IV

### Supplemental Indentures; Amendment to Indenture

Section 4.01. Supplements or Amendments to [Twenty-Sixth] Supplemental Indenture. This [Twenty-Sixth] Supplemental Indenture may be supplemented or amended in the manner set forth in Articles VII and VIII, respectively, of the Indenture.

Section 4.02. [Consent of Insurer Required. A supplemental indenture under this Article requiring the consent of Bondholders shall not become effective unless the Insurer shall have consented to the execution and delivery of such supplemental indenture, provided that no such consent shall be required if the rights of the

Insurer have ceased and terminated pursuant to Section 1104 of the Indenture.]

Section 4.03. Amendment of [ ] of Indenture. In a [ ] Supplemental Trust Indenture dated as of [ ] J, 202[ ] amending the Indenture, [ ] J of the Indenture was amended to read as follows:

The amendment of the Indenture described above is to be effective only upon compliance with Articles VII and VIII of the Indenture.

By purchasing the Bonds, the purchasers and Owners of the Bonds are deemed to have consented to such amendment to the Indenture and, notwithstanding any other provisions of the Indenture, such consent shall be deemed to be a continuing consent by such Owners and registered assigns so long as such Bonds are Outstanding.

Section 4.04. Inapplicability of Section 506 of the Indenture. By purchasing the Bonds, the purchasers and Owners of the Bonds are deemed to have consented to the inapplicability of the terms of Section 506 of the Indenture to the Bonds and, notwithstanding any other provisions of the Indenture, such consent shall be deemed to be a continuing consent by such Owners and registered assigns so long as such Bonds are Outstanding.

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## Article V

### Revenues and Funds

Section 5.01. Source of Payment of Bonds. The Bonds, the Section 208 Obligations and the Section 209 Obligations are not general obligations of the City but are limited obligations as described in Section 2.03 hereof and as provided herein and in the Indenture.

#### *Section 5.02. Creation of Sub-Fund and Accounts in Second Lien Revenue Fund.*

a) Creation of Series 202[ ]A Dedicated Sub-Fund. There is hereby created by the City and ordered established with the Trustee a separate and segregated sub-fund within the Second Lien Revenue Fund, such sub-fund to be designated the "Chicago Midway Airport Series 202[ ]A Second Lien Bonds Dedicated Sub-Fund" (the "Series 202[ ]A Dedicated Sub-Fund"). Moneys on deposit in the Series 202[ ]A Dedicated Sub-Fund, and in each Account established therein as hereinafter provided, shall be held in trust by the Trustee for the sole and exclusive benefit of the Registered Owners of the Bonds [and the Insurer]; [provided that moneys in the Debt Service Reserve Account may be used to pay debt service on Common Reserve Bonds as provided in Section 5.08 hereof].

b) Creation of Accounts and Sub-Account. There are hereby created by the City and ordered established with the Trustee separate Accounts within the Series 202[ ]A Dedicated Sub-Fund, designated as follows:

1) *Project Account: an Account to be designated the "Chicago Midway Airport Series 202 [ ]A Project Account" (the "Project Account");*

2) *Capitalized Interest Account: an Account to be designated the "Chicago Midway Airport Series 202[ ]A Capitalized Interest Account (the "Capitalized Interest Account");*

3) *Costs of Issuance Account: an Account to be designated the "Chicago Midway Airport Series 202[ ]A Costs of Issuance Account" (the "Costs of Issuance Account");*

4) *Program Fee Account: an Account to be designated the "Chicago Midway Airport Series 202[ ]A Program Fee Account" (the "Program Fee Account");*

5) *Debt Service Reserve Account: an Account to be designated the "Chicago Midway Airport Series 202[ ]A Common Debt Service Reserve Account" (the "Debt Service Reserve Account"); and*

6) *Principal and Interest Account: an Account to be designated the "Chicago Midway Airport Series 202[ ]A Principal and Interest Account" (the "Principal and Interest Account").*

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Section 5.03. Application of Bond Proceeds. The proceeds received by the City from the sale of the Bonds shall be applied as follows:

- a) Principal and Interest Account. The Trustee shall deposit into the Principal and Interest Account any accrued interest received upon the sale of the Bonds;
- b) Capitalized Interest Account. The Trustee shall deposit into the Capitalized
- b) Interest Account the amount of \$[ ] J;
- c) [Payment to Insurer and Surety. The premium for the Policy and the Surety Bond, in the respective amounts of \$[ ] J and \$[ ] J, shall be paid to the Insurer and the Surety, respectively, by [UNDERWRITER] as a condition to the delivery of the Bonds under Section 2.06 hereof];
- d) Debt Service Reserve Account. The Trustee shall deposit into the Debt Service Reserve Account an amount equal to the Reserve Requirement;
- e) Project Account. The Trustee shall deposit into the Project Account the

e) sum of \$[ ];

(0 Payment of Prior Airport Obligations. The Trustee shall transfer to the Escrow Agent (as defined in the Tax Agreement) the amount of \$[ ] to be applied in accordance with the City's letter of instructions to payment of the Prior Airport Obligations;

g) Payment of Swap Agreement Payment. To satisfy the Swap Agreement Payments, the Trustee shall make the following transfers: (i) [ ] and (ii) I J; and

h) Costs of Issuance Account. The balance of the proceeds of the Bonds in the amount of \$[ ] shall be deposited in the Costs of Issuance Account and applied by the City to the payment of Costs of Issuance of the Bonds.

Section 5.04. Deposits into Series 202[ ]A Dedicated Sub-Fund and Accounts Therein. The City covenants to file with the First Lien Trustee the certificate required in Section 503(b) of the First Lien Indenture and Section 3.02(c) of the Indenture which certificate shall set forth the Series 202[ ]A Deposit Requirement (as defined in this Section 5.04) in order to provide for transfer of sufficient amounts into the Junior Lien Obligation Debt Service Fund to satisfy the Series 202[ ]A Deposit Requirement and shall request that the First Lien Trustee promptly transfer such amounts to the Second Lien Revenue Fund. On January 1 and July 1 of each year,

commencing [ ] 1, 202[ ] JJ (each such date referred to herein as the "Deposit Date") there shall be deposited into the Series 202[ ]A Dedicated Sub-Fund from amounts on deposit in the Second Lien Revenue Fund an amount equal to the aggregate of the following amounts, which amounts shall have been calculated by the Trustee on the next preceding December 5 or June 5, in the case of each January 1 or July 1, respectively (such aggregate amount with respect to any Deposit Date being referred to herein as the "Series 202[ ]A Deposit Requirement"):

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a) for deposit into the Principal and Interest Account, the amount, projected to be required as of the close of business on the applicable January 1 or July 1 next succeeding such date of calculation to restore the Principal and Interest Account to an amount equal to the Principal and Interest Account Requirement, treating for purposes of such calculation any balance projected to be on deposit in the Capitalized Interest Account as of the close of business on such date as amounts credited to the Principal and Interest Account;

b) for deposit into the Debt Service Reserve Account, the amount, if any, projected to be required as of the close of business on the applicable January 1 or July 1 next succeeding such date of calculation to restore the Debt Service Reserve Account to an amount equal to the Reserve Requirement; and

c) for deposit into the Program Fee Account, the amount estimated by the City to be required as of the close of business on the related Deposit Date to pay all Program Fees payable from amounts in the Program Fee Account during the semi-annual period commencing on such related

Deposit Date.

In addition to the Series 202[ ]A Deposit Requirement, there shall be deposited into the Series 202[ ]A Dedicated Sub-Fund any other moneys received by the Trustee under and pursuant to the Indenture or this [Twenty-Sixth] Supplemental Indenture, when accompanied by directions from the person depositing such moneys that such moneys are to be paid into the Series 202[ ]A Dedicated Sub-Fund and to one or more accounts therein.

Upon calculation by the Trustee of each Series 202[ ]A Deposit Requirement under this Section, the Trustee shall notify the City of the Series 202[ ]A Deposit Requirement and the Deposit Date to which it relates, and shall provide the City with such supporting documentation and calculations as the City may reasonably request.

[If by the third Business Day preceding any Interest Payment Date the Trustee determines that there is not enough money in the Principal and Interest Account to make the payments of principal or interest due on the Bonds then the Trustee agrees to give notice of that fact to the Insurer as provided in Section 6.02 of this [Twenty-Sixth] Supplemental Indenture and to the Surety as provided in the Surety Bond. Amounts paid under the Policy shall only be used to pay scheduled principal and interest on the Bonds. The Trustee will take all necessary action to make a claim first on the Surety Bond and then, to the extent necessary, on the Policy. ]

Section 5.05. Use of Moneys in Certain Accounts for Payment of Bonds, Section 208 Obligations and Section 209 Obligations. Moneys in the Capitalized Interest Account, the Principal and Interest Account and the Debt Service Reserve Account shall be used solely for the payment of the principal of, premium, if any, and interest on the Bonds, for the redemption of the Bonds [(and the Common Reserve Bonds with respect to moneys in the Debt Service Reserve Account as provided in Section 5.08 hereof)] prior to their Maturity Date and for the payment of Section 208 Obligations and Section 209 Obligations, but only to the extent that the Section 208 Obligations and the Section 209 Obligations relate to the Bonds. Funds for such payments shall be derived from the following source or sources but only in the following order of priority:

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- a) for payment of interest on the Bonds on each Interest Payment Date with respect to the Bonds, from moneys held in the Capitalized Interest Account;
- b) for payment of interest on or principal of the Bonds on each Interest Payment Date, from moneys transferred from the Project Account and held in the Principal and Interest Account;
- c) for payment of principal of, premium, if any, and interest due on each Payment Date with respect to the Bonds and not otherwise provided for, and with respect to Section 208 Obligations and Section 209 Obligations, but only to the extent that the Section 208 Obligations and the Section 209 Obligations relate to the Bonds, from moneys held in the Principal and Interest Account, ratably, without preference or priority of any kind; and
- d) for payment of principal of, premium, if any, and interest due on each Payment Date with respect to the [Common Reserve] Bonds and not otherwise provided for, from amounts held in the

Debt Service Reserve Account, ratably, without preference or priority of any kind.

In connection with any partial redemption or defeasance prior to maturity of any [Common Reserve] Bonds, the Trustee may, at the request of the City, use any amounts to be on deposit in the Debt Service Reserve Account in excess of the Reserve Requirement after giving effect to such redemption or defeasance to pay principal of, or the principal portion of the redemption price of, the [Common Reserve] Bonds to be redeemed or defeased.

Section 5.06. Use of Moneys in Costs of Issuance Account and Program Fee Account. Moneys deposited into the Costs of Issuance Account shall be used solely for the payment of Costs of Issuance of the Bonds as directed in a certificate of the City filed with the Trustee. If after the payment of all Costs of Issuance, as specified in a certificate of the City filed with the Trustee, there shall be any balance remaining in the Costs of Issuance Account, such balance shall be transferred to the Program Fee Account at the direction of the City. Moneys deposited into the Program Fee Account shall be used solely for the payment of Program Fees payable by the City to third parties[, including the Insurer and the Surety,] with respect to the Bonds as set forth in a Certificate of the City filed with the Trustee.

Section 5.07. Use of Moneys in Project Account. Except as otherwise provided in this [Twenty-Sixth] Supplemental Indenture, moneys in the Project Account shall be disbursed and. applied to pay, or to reimburse the payment of, the cost of 202[ ] Airport Projects.

Section 5.08. Debt Service Reserve Account, (a) The City shall maintain the Debt Service Reserve Account in an amount equal to the Reserve Requirement, which requirement may be satisfied, in whole or in part, by one or more Qualified Reserve Account Credit Instruments [approved by the Insurer and] meeting the requirements of Section 413 of the Indenture. Any Qualified Investments held to the credit of the Debt Service Reserve Account shall be valued in accordance with Section 305 of the Indenture.

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(b) The moneys in the Debt Service Reserve Account are held for the benefit of all Bonds [and the other Common Reserve Bonds]. Anything herein to the contrary notwithstanding, moneys in the Debt Service Reserve Account shall be held and disbursed for the benefit of [the Bonds] [all Common Reserve Bonds] and such moneys are hereby pledged and assigned for that purpose. So long as any Bonds remain outstanding the City covenants that the Trustee shall hold and disburse the Debt Service Reserve Account for the benefit of Bonds [and the other Common Reserve Bonds].

Section 5.09. Non-presentment of Bonds. In the event any Bond shall not be presented for payment when the principal thereof becomes due, whether at maturity, at the date fixed for redemption or otherwise, if moneys sufficient to pay such Bond shall have been made available to the Trustee for the benefit of the Registered Owner thereof, subject to the provisions of the immediately following paragraph, all liability of the City to the Registered Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such moneys, without liability for interest thereon, for the benefit of the Registered Owner of such Bond who shall thereafter be restricted exclusively to such moneys, for any claim of whatever nature on such Registered Owner's part under the Indenture or on, or with respect to, such Bond.



Any moneys so deposited with and held by the Trustee not so applied to the payment of Bonds within two years after the date on which the same shall have become due shall be repaid by the Trustee to the City, and thereafter the Registered Owners of such Bonds shall be entitled to look only to the City for payment, and then only to the extent of the amount so repaid, and all liability of the Trustee with respect to such moneys shall thereupon cease, and the City shall not be liable for any interest thereon and shall not be regarded as a trustee of such moneys. The obligation of the Trustee under this Section to pay any such funds to the City shall be subject, however, to any provisions of law applicable, to the Trustee or to such funds providing other requirements for disposition of unclaimed property.

Section 5.10. Moneys Held in Trust. All moneys required to be deposited with or paid to the Trustee for the account of any Fund or Account referred to in any provision of this [Twenty-Sixth] Supplemental Indenture shall be held by the Trustee in trust as provided in Section 1003 of the Indenture, and shall, while held by the Trustee, constitute part of the Trust Estate and be subject to the lien or security interest created hereby. Payments under and the Policy shall be used solely and only to pay scheduled principal and interest on the Bonds as provided in the Policy.

Section 5.11. Investment of Moneys. Moneys held in the funds, accounts and sub-accounts established hereunder shall be invested and reinvested in accordance with the provisions governing investments contained in the Indenture^ provided, however, that proceeds of the Policy shall only be invested in Federal Obligations maturing no later than the date upon which such moneys will be required to be used in accordance herewith]. All such investments shall be held by or under the control of the Trustee and shall be deemed at all times a part of the fund, account or sub-account for which they were made.

Section 5.12. Investment Income. The interest earned on any investment of moneys held hereunder, any profit realized from such investment and any loss resulting from such investment

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shall be credited or charged to the fund, account or sub-account for which such investment was made; provided, however, that any interest earned on, and any profit resulting from, the investment of moneys on deposit in the Debt Service Reserve Account shall be transferred by the Trustee to the Second Lien Revenue Fund.

Section 5.13. Costs of Airport Projects. For the purposes of this [Twenty-Sixth] Supplemental Indenture the costs of Airport Projects, including the 202[ ] Airport Projects, shall include to the extent applicable:

a) Obligations incurred for labor and to contractors, builders, and materialmen in connection with the construction, installation and acquisition of the Airport Projects or any part thereof, and obligations incurred for the installation and acquisition of machinery and equipment;

b) Payment to owners and others for real property including payments for options, easements or other contractual rights;

c) All expenses incurred in the acquisition of real property, including all costs and expenses of whatever kind in connection with the exercise of the power of eminent domain, and including the cost of

title searches and reports, abstracts of title, title certificates and opinions, title guarantees, title insurance policies, appraisals, negotiations and surveys;

d) The amount of any damages incident to or consequent upon the construction, installation and acquisition of the Airport Projects;

e) The cost of any indemnity, fidelity and surety bonds, the fees and expenses of the Trustee during construction, installation and acquisition of Airport Projects, and premiums on insurance, if any, in connection with such Airport Projects during construction, installation and acquisition, including builders' risk insurance;

f) The cost of engineering and architectural services which includes borings and other preliminary investigations to determine foundation or other conditions, expenses necessary or incident to the development of contract documents and supervising construction, as well as for the performance of all other duties of engineers and architects set forth herein in relation to the construction, installation and acquisition of such Airport Projects or the issuance of Bonds therefor;

g) Costs of Issuance;

h) Any cost properly chargeable to such Airport Projects prior to and during construction, installation and acquisition;

i) The cost of restoring, repairing and placing in its original condition, as nearly as practicable, all public or private property damaged or destroyed in the construction of such Airport Projects and the cost thereof, or the amount required to be paid by the City as adequate compensation for such damage or destruction, and all costs lawfully incurred or damages lawfully payable, with respect to the restoration, relocation, removal, reconstruction or duplication of

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property made necessary or caused by the construction and installation of such Airport Projects and the cost thereof,

j) Any obligation or expense incurred by the City for moneys advanced in connection with the construction, installation and acquisition of Airport Projects and the cost thereof; and

k) All other items of cost and expense not elsewhere in this Section specified, incident to the construction, installation and acquisition of Airport Projects and the financing thereof, including, without limiting the generality of the foregoing, capitalized interest on the Bonds and, upon receipt by the Trustee of a Favorable Opinion of Bond Counsel, capitalized interest on other Airport Obligations.

Section 5.14. Disbursements from Project Account, (a) All disbursements from the Project Account shall be made in accordance with requisitions signed by the an Authorized Officer, as to the following:

- i) Item number of the payment;
- ii) The amount to be paid;
- iii) The purpose, by general classification, for which payment is to be made;

iv) That the obligations in stated amounts have been incurred by the City, and that each item thereof is a proper charge against the Project Account and is due and has not been included in any prior requisition which has been paid; and

(v) That there has not been filed with or served upon the City any notice of any lien, right to lien, or attachment upon or claim affecting the right to receive payment of any of the moneys payable to any of the persons, firms or corporations named which have not been released or will not be released simultaneously with the payment of such obligations, and in the event that any assignment of right to receive payment has been made and notice thereof has been given to the City and the City has accepted such assignment, the order directing payment shall recite that fact and direct the payment to be made to the assignee thereof as shown by the records of the City.

b) Disbursements from the Project Account may be made directly to the firm or corporation to whom payment is due or to the City in reimbursement for payments made or to be made by the City.

c) Upon receipt of any such orders the Trustee shall make payments from the Project Account and the Trustee shall make disbursements in accordance with the directions from the City Comptroller.

Section 5.15. Permitted Transfers, (a) Moneys in the Project Account may be transferred or withdrawn as shall be specified by the City pursuant to paragraph (b) of this Section for any one or more of the following purposes: (i) to make transfers to one or more other Project Accounts

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maintained under the First Lien Indenture or the Indenture to pay the costs of other Airport Projects, (ii) to make transfers into the Debt Service Reserve Account to make up any deficiency therein, (iii) to make transfers to the Principal and Interest Account or the Capitalized Interest Account, or (iv) to redeem Second Lien Obligations in accordance with the provisions of this [Twenty-Sixth] Supplemental Indenture, the applicable Supplemental Indenture and the Indenture.

(b) Before any such transfer or withdrawal shall be made, the City shall file with the Trustee:

i) its requisition therefor, stating the amount of the transfer or withdrawal and directing the Trustee as to the application of such amount;

ii) A Counsel's Opinion stating that in the opinion of the signer, such transfer or withdrawal will not constitute a breach or default on the part of the City of any of the covenants or agreements contained in this [Twenty-Sixth] Supplemental Indenture or the Indenture; and

iii) a Favorable Opinion of Bond Counsel.

### [Article VI Bond Insurance

Section 6.01. General Provisions. The following covenants shall apply only to the Insured Bonds and shall only be applicable during the period in which any Insured Bonds are Outstanding or any amounts are due to the Insurer under the Policy, and the Insurer has not lost its rights pursuant to Section 1104 of the Indenture. The covenants contained in this Article VI may only be enforced by the Insurer and may be modified, amended or waived at any time with the prior written consent of the Insurer and without the consent of the Trustee (so long as such modification or amendment imposes no additional duties on the Trustee) or any holder of the Insured Bonds.

The City and the Trustee, as applicable, hereby covenant with the Insurer as follows:

(a) Any provision of the Indenture expressly recognizing or granting rights in or to the Insurer may not be amended in any manner that affects the rights of the Insurer without the prior written consent of the Insurer. The Insurer reserves the right to charge the City a fee for any consent or amendment to the Indenture while the Policy is outstanding.

(b) As long as the Policy is in effect and the Insurer shall have satisfied its obligations thereunder, the Insurer shall be entitled to exercise all of the rights to direct proceedings granted to the Owners of Insured Bonds under the Indenture and in such event shall be further entitled to direct the Trustee with respect to the use and disposition of moneys on deposit in the Principal and Interest Account of the Series 202[ ]A Dedicated Sub-Fund (including, without limitation, the right to direct the Trustee to pay over all or any part of such moneys to the Insurer) until all of the obligations to the Insurer under the Indenture shall have been satisfied in full; As long as the Policy shall be in effect, and the

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Insurer shall have satisfied its obligations thereunder, the Owners of the Insured Bonds shall not have the right to exercise any remedies without the consent of the Insurer.

(c) Anything in the Indenture to the contrary notwithstanding, in determining whether the rights of the Owners of the Insured Bonds will be adversely affected by any action taken pursuant to the terms and provisions of the Indenture, the Trustee shall consider the effect on the Owners of the Insured Bonds as if there were no Policy.

Section 6.02. Payment Procedure Pursuant to the Policy. As long as the Policy shall be in full force and effect, the City and the Trustee agree to comply with the following provisions:

(a) At least one business day prior to all Interest Payment Dates, the Trustee will determine whether there will be sufficient funds in the funds and accounts to pay the principal of or interest on the Insured Bonds on such Interest Payment Date. If the Trustee determines that there will be insufficient funds in such funds or accounts, the Trustee shall so notify the Insurer. Such notice shall specify the amount of the anticipated deficiency, the Insured Bonds to which such deficiency is applicable and whether such Insured Bonds will be deficient as to principal or interest, or both. If the Trustee has not so notified the Insurer at least one business day prior to an Interest Payment Date, the Insurer will make payments of principal or interest due on the Insured Bonds on or before the first business day next following the date on which the Insurer shall have received notice of nonpayment from the Trustee.

(b) The Trustee shall, after giving notice to the Insurer as provided in (a) above, make available to the Insurer and, at the Insurer's direction, to [ ], as insurance trustee for the Insurer or any successor insurance trustee (the "Insurance Trustee"), the registration books of the City maintained by the Trustee and all records relating to the funds and accounts maintained under this [Twenty-Sixth] Supplemental Indenture.

c) The Trustee shall provide the Insurer and the Insurance Trustee with a list of registered owners of Insured Bonds entitled to receive principal or interest payments from the Insurer under the terms of the Policy, and shall make arrangements with the Insurance Trustee (i) to mail checks or drafts to the registered owners of the Insured Bonds entitled to receive full or partial interest payments from the Insurer and (ii) to pay principal upon the Bonds surrendered to the Insurance Trustee by the registered owners of the Insured Bonds entitled to receive full or partial principal payments from the Insurer.

d) The Trustee shall, at the time it provides notice to the Insurer pursuant to (a) above, notify registered owners of Insured Bonds entitled to receive the payment of principal or interest thereon from the Insurer (i) as to the fact of such entitlement, (ii) that the Insurer will remit to them all or a part of the interest payments next coming due upon proof of Bondholder entitlement to interest payments and delivery to the Insurance Trustee, in form satisfactory to the Insurance Trustee, of an appropriate assignment of the registered owner's right to payment, (iii) that should they be entitled to receive full payment of principal from the Insurer, they must surrender their Insured Bonds (along with an

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appropriate instrument of assignment in form satisfactory to the Insurance Trustee, to permit ownership of such Insured Bonds to be registered in the name of the Insurer) for payment to the Insurance Trustee, and not the Trustee, and (iv) that should they be entitled to receive partial payment of principal from the Insurer, they must surrender their Insured Bonds for payment thereon first to the Trustee, who shall note on such Insured Bonds the portion of the principal paid by the Trustee, and then, along with an appropriate instrument of assignment in form satisfactory to the Insurance Trustee, to the Insurance Trustee, which will then pay the unpaid portion of principal.

(e) In the event that the Trustee has notice that any payment of principal of or interest on an Insured Bond which has become Due for Payment and which is made to a Bondholder by or on behalf

of the City has been deemed a preferential transfer and theretofore recovered from its registered owner pursuant to the United States Bankruptcy Code by a trustee in bankruptcy in accordance with the final, non-appealable order of a court having competent jurisdiction, the Trustee shall, at the time the Insurer is notified pursuant to (a) above, notify all registered owners that in the event that any registered owner's payment is so recovered, such registered owner will be entitled to payment from the Insurer to the extent of such recovery if sufficient funds are not otherwise available, and the Trustee shall furnish to the Insurer its records evidencing the payments of principal of and interest on the Insured Bonds which have been made by the Trustee and subsequently recovered from registered owners and the dates on which such payments were made.

(0 In addition to those rights granted the Insurer under this [Twenty-Sixth] Supplemental Indenture, the Insurer shall, to the extent it makes payment of principal of or interest on Insured Bonds, become subrogated to the rights of the recipients of such payments in accordance with the terms of the Policy, and to evidence such subrogation (i) in the case of subrogation as to claims for past due interest, the Trustee shall note the Insurer's rights as subrogee on the registration books of the City maintained by the Trustee, upon receipt from the Insurer of proof of the payment of interest thereon to the registered owners of the Insured Bonds, and (ii) in the case of subrogation as to claims for past due principal, the Trustee shall note the Insurer's rights as subrogee on the registration books of the City maintained by the Trustee upon surrender of the Insured Bonds by the registered owners thereof together with proof of the payment of principal thereof.

Section 6.03. The Insurer as Third Party Beneficiary. To the extent that the Indenture confers upon or gives or grants to the Insurer, any right, remedy or claim under or by reason of the Indenture, the Insurer is hereby explicitly recognized as being a third-party beneficiary under the Indenture and may enforce any such right, remedy or claim conferred, given or granted under the Indenture.

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Section 6.04. Notices and Other Information to Be Given to the Insurer, (a) While the Policy is in effect, the City shall furnish upon request the following to the Insurer (to the attention of the Surveillance Department):

i) as soon as practicable after the filing thereof, a copy of any financial statement of the City and a copy of any audit and annual report of the City;

ii) a copy of any notice to be given to the Owners of the Bonds, including, without limitation, notice of any redemption of or defeasance of the Bonds, and any certificate rendered pursuant to the Indenture relating to the security for the Bonds, at no cost to the Insurer;

iii) the Insurer will receive written notice of the resignation of the Trustee;

- (iv) such additional information it may reasonably request; and
  - (v) all information delivered pursuant to the Continuing Disclosure Undertaking executed in connection with the issuance of the Bonds.
- b) The City shall notify the Insurer (to the attention of the General Counsel Office) of the following:
- i) any failure of the City to provide relevant notices, certificates, etc.; and
  - ii) notwithstanding any other provision of the Indenture, immediately if at any time there are insufficient moneys to make any payments of principal and/or interest as required and immediately upon the occurrence of any event of default under the Indenture.
- c) The City will permit the Insurer to discuss the affairs, finances and accounts of the City or any information the Insurer may reasonably request regarding the security for the Bonds with appropriate officers of the City. The City will permit the Insurer to have access to and to make copies of all books and records relating to the Bonds at any reasonable time.

Section 6.05. Payment of Bonds by Insurer. Notwithstanding anything in the Indenture to the contrary, in the event that the principal or interest due on the Insured Bonds shall be paid by the Insurer pursuant to the Policy and until such time as such payment by the Insurer has not been reimbursed by the City, such Insured Bonds shall remain Outstanding for all purposes, not be defeased or otherwise satisfied and not be considered paid by the City by virtue of the payment by the Insurer in respect of such Insured Bonds, and the assignment and pledge described in Granting Clauses of the Indenture and all covenants, agreements and other obligations of the City to the registered owners of such Insured Bonds shall continue to exist and shall run to the benefit of the Insurer, and shall be subrogated to the rights of the registered owners of such Insured Bonds.]

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## Article VII

### Miscellaneous

Section 7.01. [Twenty-SixthJ Supplemental Indenture as Part of Indenture. This [Twenty-SixthJ Supplemental Indenture shall be construed in connection with and as a part of the Indenture and all terms, conditions and covenants contained in the Indenture shall apply and be deemed to be for the equal benefit, security and protection of the Bonds.

Section 7.02. Severability. If any provision of this [Twenty-SixthJ Supplemental Indenture shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent

whatever.

Section 7.03. Payments Due on Saturdays, Sundays and Holidays. If any payment of interest or principal or premium on the Bonds is due on a date that is not a Business Day, payment shall be made on the next succeeding Business Day with the same force and effect as if made on the date which is fixed for such payment, and no interest shall accrue on such amount for the period after such due date.

Section 7.04. Trustee Representation. Neither the Trustee nor any Affiliate (defined below) 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 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 and the Debarred List.

As used in this Section "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.

Section 7.05. Counterparts. This [Twenty-Sixth] Supplemental Indenture may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 7.06. Rules of Interpretation. Unless expressly indicated otherwise, references to Sections or Articles are to be construed as references to Sections or Articles of this instrument as originally executed. Use of the words "herein," "hereby," "hereunder," "hereof," "hereinbefore," "hereinafter" and other equivalent words refer to this [Twenty-Sixth] Supplemental Indenture and not solely to the particular portion in which any such word is used.

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Section 7.07. Captions. The captions and headings in this [Twenty-Sixth] Supplemental Indenture are for convenience only and in no way define, limit or describe the scope or intent of any provisions or Sections of this [Twenty-Sixth] Supplemental Indenture.



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In Witness Whereof, the City has caused these presents to be executed in its name and with its official seal hereunto affixed and attested by its duly authorized officials; and to evidence its acceptance of the trusts hereby created, and Trustee has caused these presents to be executed in its corporate name and with its corporate seal hereunto affixed and attested by its duly authorized officers, as of the date first above written.

City of Chicago

By: \_\_\_\_\_ :  
Chief Financial Officer

[SEAL] Attest:

By:

City Clerk

The Bank of New York Mellon Trust Company, N.A. (as  
successor in trust to American National Bank and  
Trust Company of Chicago), as Trustee

By:  
Authorized Signatory

[Seal] Attest:

By:

Authorized Signatory

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**EXHIBIT 8-B**

**CITY OF CHICAGO**

**TO**

**THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,  
as Trustee**

**AMENDED AND RESTATED MASTER INDENTURE OF TRUST**

**SECURING**

**CHICAGO MIDWAY AIRPORT SENIOR LIEN OBLIGATIONS**

Dated as of [

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THIS AMENDED AND RESTATED MASTER INDENTURE OF TRUST, dated as of [ ] 1, 20[ ] (this "Senior Lien Indenture"), from the CITY OF CHICAGO (the "City"), a municipal corporation and home rule unit of local government duly organized and existing under the laws of the State of Illinois, to THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Trustee (the "Trustee"), a national banking association duly organized, existing and authorized to accept and execute trusts of the character herein set out under the laws of the United States of America, with its principal corporate trust office located at 2 North LaSalle Street, Suite 1020, Chicago, Illinois.

WITNESSETH:

WHEREAS, the City is a home rule unit of local government, duly organized and existing under the laws of the State of Illinois, and in accordance with the provisions of Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois is authorized to own and operate commercial and general aviation facilities; and

WHEREAS, the City currently owns and operates an airport known as Chicago Midway International Airport, together with any additions thereto, or improvements or enlargements thereof, hereafter made (the "Airport"); and

WHEREAS, the City has heretofore determined to improve and expand the Airport and has

heretofore issued its First Lien Bonds (as hereinafter defined) pursuant to the First Lien Indenture (as hereinafter defined) to pay the cost of improvements to, and expansions of, the Airport, including the funding of necessary reserves; and

WHEREAS, pursuant to Section 705 of the First Lien Indenture, the City has heretofore determined to improve and expand the Airport and has heretofore issued its Junior Lien Obligations (as defined in the First Lien Indenture) pursuant to the Second Lien Indenture (as hereinafter defined) to pay the cost of improvements to, and expansions of, the Airport, including the funding of necessary reserves; and

WHEREAS, as of [ ], 20[ ] (the "Lien Defeasance Date"), all of the First Lien Bonds have been paid or defeased and the pledges and liens created by the First Lien Indenture have been discharged and satisfied in accordance with Section 1401 of the First Lien Indenture; and

WHEREAS, as a result of the discharge and satisfaction of the First Lien Indenture, the City and the Trustee have determined to enter into this Senior Lien Indenture amending and restating the Second Lien Indenture in order to grant the Trustee a senior lien on and pledge of the Revenues (as hereinafter defined), to better secure (x) the Senior Lien Obligations (as hereinafter defined) to be issued under this Senior Lien Indenture and (y) the Outstanding Second Lien Obligations (as hereinafter defined) issued and outstanding under the Second Lien Indenture and as of the Lien Defeasance Date, re-designated as Senior Lien Obligations under this Senior Lien Indenture, and to provide for the continued trust administration of various funds and accounts of the Airport, all in accordance with Article 7 and Article 8 of the Second Lien Indenture; and

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WHEREAS, the City desires to authorize the issuance from time to time, pursuant to the provisions of this Senior Lien Indenture, of Senior Lien Obligations, each series of such Senior Lien Obligations to be created by a Supplemental Indenture (as hereinafter defined); and

WHEREAS, the execution and delivery of this Senior Lien Indenture has been, and prior to the issuance of each series of Senior Lien Obligations the execution and delivery of the related Supplemental Indenture and the issuance of such series will be, duly and validly authorized by an ordinance duly adopted by the City Council of the City; and

NOW, THEREFORE, THIS MASTER INDENTURE OF TRUST WITNESSETH:

That the City, in consideration of the premises, the acceptance by the Trustee of the trusts hereby created, the purchase and acceptance of the Senior Lien Obligations by the purchasers thereof, one dollar duly paid to the City by the Trustee at or before the execution and delivery of these presents and of other good and valuable considerations, the receipt of which is hereby acknowledged, and to secure the payment of the principal of and interest on all Senior Lien Obligations Outstanding from time to time, according to their tenor and effect, and to secure the observance and performance by the City of all the covenants expressed or implied herein and in the Senior Lien Obligations, does hereby pledge and assign unto the Trustee, and unto its successors and assigns forever:

GRANTING CLAUSE FIRST



All right, title and interest of the City in and to the Revenues.

## GRANTING CLAUSE SECOND

Any and all other property of any nature from time to time hereafter by delivery or by writing of any kind pledged or assigned as and for additional security hereunder, by the City or by anyone on its behalf or with its written consent, to the Trustee, which is hereby authorized to receive any and all such property at any time and at all times and to hold and apply the same subject to the terms hereof;

TO HAVE AND TO HOLD all and singular the Trust Estate, whether now owned or hereafter acquired, unto the Trustee and its respective successors in said trusts and assigns forever;

IN TRUST NEVERTHELESS, upon the terms and trusts herein set forth for the equal and proportionate benefit, security and protection of all present and future owners of the Senior Lien Obligations, from time to time secured by this Senior Lien Indenture without privilege, priority or distinction as to the lien or otherwise of any of the Senior Lien Obligations over any of the other Senior Lien Obligations;

PROVIDED, FIOWEVER, that if the City, its successors or assigns, shall well and truly pay or cause to be paid the principal of all of the Senior Lien Obligations and the interest and premium, if any, due or to become due thereon, at the times and in the manner mentioned in the Senior Lien Obligations according to the intent and meaning thereof, or shall provide, as permitted

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by Section 1101, for the payment thereof, and shall well and truly keep, perform and observe all the covenants and conditions pursuant to the terms of this Senior Lien Indenture to be kept, performed and observed by it, and shall pay or cause to be paid to the Trustee all sums of money due or to become due in accordance with the terms and provisions hereof to the extent provided herein, then and be void; otherwise this Senior Lien Indenture to be and remain in full force and effect.

THIS MASTER INDENTURE OF TRUST FURTHER WITNESSETH, and it is expressly declared, that all Senior Lien Obligations issued hereunder or incurred pursuant to Section 208 or Section 209 hereof and secured hereby are to be issued and secured and the Revenues and other moneys hereby pledged and assigned are to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as hereinafter expressed, and the City has agreed and covenanted, and does hereby agree and covenant, with the Trustee and with the respective owners from time to time of the Senior Lien Obligations, as follows:

## ARTICLE I

### DEFINITIONS AND INTERPRETATION

Section 101. Amendment and Restatement of Second Lien Indenture; Re-designation of Outstanding Second Lien Obligations. This Senior Lien Indenture amends and restates the Second Lien Indenture as of the Lien Defeasance Date. All actions taken under the Second Lien Indenture are confirmed and continued. All Second Lien Obligations Outstanding as of the Lien Defeasance Date are hereby re-designated as Senior Lien Obligations pursuant to the terms of this Senior Lien Indenture.

Senior Lien Obligations pursuant to the terms of this Senior Lien Indenture.

Section 102. Definitions. The following terms, for all purposes of this Senior Lien Indenture, and of any indenture amendatory hereof or supplemental hereto, and of any certificate, opinion or other document herein mentioned, shall have the meanings herein specified unless the context clearly indicates otherwise:

"Accounts" means the special accounts created and established pursuant to Article III.

"Aggregate Senior Lien Debt Service" means, as of any particular date of computation and with respect to a particular Bond Year or other specified 12-month period, an amount of money equal to the aggregate amounts required by the provisions of all Supplemental Indentures creating Series of Senior Lien Obligations and all instruments creating Section 208 Obligations and Section 209 Obligations to be deposited from Revenues in all sub-funds, accounts and subaccounts created under such Supplemental Indentures in such Bond Year or other specified 12-month period.

"Airport" has the meaning set forth in the recitals to this Senior Lien Indenture.

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"Airport Development Fund" means the fund by that name as described in Article 3 hereof and established in accordance with an airline use agreement in effect with respect to the Airport.

"Airport Obligations" means any bonds, notes or other evidences of indebtedness of the City, which bonds, notes or other evidences of indebtedness are payable from Revenues.

"Airport Project" means any capital improvement at or related to the Airport, or the acquisition of land beyond the then-current boundaries of the Airport for use as part of the Airport, or any cost or expense paid or incurred in connection with or related to the Airport whether or not of a capital nature and whether or not related to facilities at the Airport, including but not limited to, amounts needed to satisfy any judgment and the cost of any noise mitigation programs.

"Annual Senior Lien Debt Service" means, as of any particular date of computation and with respect to a particular Bond Year or other specified 12-month period and to Senior Lien Obligations of a particular Series or consisting of a particular Section 208 Obligation or Section 209 Obligation, an amount of money equal to the sum of (a) all interest payable during such Bond Year or other specified 12-month period on all Senior Lien Obligations of said Series, Section 208 Obligation or Section 209 Obligation Outstanding on said date of computation and (b) all Principal Installments payable during such Bond Year or other specified 12-month period with respect to all Senior Lien Obligations of said Series, Section 208 Obligation or Section 209 Obligation Outstanding on said date of computation, all calculated on the assumption that Senior Lien Obligations, Section 208 Obligations and Section 209 Obligations will after said date of computation cease to be Outstanding by reason, but only by reason, of the payment when due and application in accordance with this Senior Lien Indenture and the Supplemental Indenture creating such Series or the instrument creating such Section 208 Obligation or Section 209 Obligation of Principal Installments payable at or after said date of

Section 208 Obligation or Section 209 Obligation or Principal Installments payable at or after said date of computation.

"Authorized Officer" means (a) the Mayor, the Chief Financial Officer, the Commissioner, the City Comptroller or any other official of the City so designated by a Certificate signed by the Mayor and filed with the Trustee for so long as such designation shall be in effect and (b) the City Clerk with respect to the certification of any ordinance or resolution of the City Council or any other document filed in his or her office.

"Bond Counsel" means a firm of attorneys having expertise in the field of law relating to municipal, state and public agency financing, selected by the City and satisfactory to the Trustee.

"Bond Insurance Policy" means a municipal bond insurance policy issued by a Bond Insurer, which guarantees payment of principal of and interest on one or more Senior Lien Obligations.

"Bond Insurer" means, with respect to any Series of Senior Lien Obligations, the insurance company that has insured the payment of the principal of and interest on all or any portion of such Series and any successor thereto.

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"Bond Year" means a 12-month period commencing on January 2 of each calendar year and ending on January 1 of the next succeeding calendar year.

"Capital Appreciation Obligation" means a Senior Lien Obligation bearing interest that is compounded on an initial date and semiannually thereafter, and is payable at maturity.

"Certificate" means an instrument of the City in writing signed by an Authorized Officer. Any such instrument in writing and supporting opinions or representations, if any, may, but need not be, combined in a single instrument with any other instruments, opinion or representation, and the two or more so combined shall be read and construed so as to form a single instrument. Any Certificate may be based, insofar as it relates to legal, accounting or engineering matters, upon the opinion or representation of counsel, accountants, or engineers, respectively, unless the officer signing such Certificate knows that the opinion or representation with respect to the matters upon which such Certificate may be based, as aforesaid, is erroneous. The same Authorized Officer, or the same counsel or accountant or other persons, as the case may be, need not certify to all of the matters required to be certified under any provision of this Senior Lien Indenture or any Supplemental Indenture, but different officers, counsel, accountants or other persons may certify to different facts, respectively.

"CFC Ordinance" means the ordinance duly adopted and approved by the City Council of the City on July 27, 2005, as supplemented by the ordinance duly adopted and approved by the City Council of the City on July 28, 2010, which collectively authorize the imposition and collection of Customer Facility Charges.

"CFC Statute" means Section 6-3050) of the Illinois Vehicle Code, 625 ILCS 5/6-3050).

"Chief Financial Officer" means the Chief Financial Officer appointed by the Mayor, or the City Comptroller of the City at any time a vacancy exists in the office of the Chief Financial Officer.

"City" means the City of Chicago, a municipal corporation and home rule unit of local government organized and existing under the laws of the State of Illinois.

"City Council" means the City Council of the City, or any succeeding governing or legislative body of the City.

"Code" means the Internal Revenue Code of 1986, as from time to time supplemented and amended. References to the Code and to sections of the Code shall include relevant final, temporary or proposed Regulations as in effect from time to time and, with reference to any Series of Senior Lien Obligations, as applicable to obligations issued on the date of issuance of such Series.

"Commissioner" means the Commissioner of Aviation of the City or any designee of said Commissioner or any successor or successors to the duties of any such official.

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"Common Debt Service Reserve Requirement" means the least of (i) the maximum amount of Annual Senior Lien Debt Service payable on the Common Reserve Bonds in the current or any succeeding Bond Year, (ii) 125% of the average Annual Senior Lien Debt Service on the Common Reserve Bonds or (iii) 10% of the original principal amount of the Common Reserve Bonds, provided, however, that if upon the issuance of any Common Reserve Bonds such amount would require that moneys be paid into the Common Debt Service Reserve Sub-Fund from the proceeds of such Common Reserve Bonds in an amount in excess of the maximum amount permitted under the Code, the Common Debt Service Reserve Requirement shall be the sum of (a) the Common Debt Service Reserve Requirement immediately preceding the issuance of such Common Reserve Bonds and (b) the maximum amount permitted under the Code to be deposited from the proceeds of such Common Reserve Bonds, as certified by the Chief Financial Officer.

"Common Debt Service Reserve Sub-Fund" means the Common Debt Service Reserve Sub-Fund described in Section 301 of this Senior Lien Indenture.

"Common Reserve Bonds" means those Senior Lien Obligations entitled to the benefits of the Common Debt Service Reserve Sub-Fund.

"Completion Obligation" means any Senior Lien Obligation issued for the purpose of defraying additional costs of an Airport Project or Projects financed by Senior Lien Obligations.

"Consulting Engineer" means a registered or licensed engineer or engineers, or firm or firms of engineers, with expertise in the field of designing, preparing plans and specifications for, supervising the construction, improvement and expansion of, and supervising the maintenance of, airports and aviation facilities, entitled to practice and practicing as such under the laws of the State of Illinois, who, in the case of any individual, shall not be a director, officer or employee of the City.

"Costs of Issuance" means any item of expense payable or reimbursable, directly or indirectly, by the City and related to the authorization, offering, sale, issuance and delivery of Senior Lien Obligations, including but not limited to travel and other expenses of any officer or employee of the City in connection with the authorization, offering, sale, issuance and delivery of such Senior Lien Obligations, printing costs, costs of preparation and reproduction of documents, filing and recording fees, initial fees and charges of the Trustee, legal fees and disbursements, fees and disbursements of the Independent Airport Consultant, Independent Accountant and the Consulting Engineer, fees and disbursements of other consultants and professionals, costs of credit ratings, fees and charges for preparation, execution, transportation and safekeeping of Senior Lien Obligations, application fees and premiums on municipal bond insurance and credit facility charges and costs.

"Counsel's Opinion" means a written opinion of counsel selected by the City (who may be the Corporation Counsel for the City).

"Customer Facility Charge" means the customer facility charge imposed by the City at the Airport in accordance with the CFC Statute and the CFC Ordinance.

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"Defeasance Obligation" means direct non-callable obligations of the United States of America and securities fully and unconditionally guaranteed as to the timely payment of principal and interest by the United States of America, to which direct obligation or guarantee the full faith and credit of the United States of America has been pledged, Refcorp interest strips, CATS, TIGRS, STRPS, or non-callable defeased municipal bonds rated AAA by any Rating Agency.

"Emergency Reserve Fund" means the fund by that name as described in Article 3 hereof and established in accordance with an airline use agreement in effect with respect to the Airport.

"Event of Default" means an Event of Default under Section 901.

"Federal Obligation" means any direct obligation of, or any obligation the full and timely payment of principal of and interest on which is guaranteed by, the United States of America.

"First Lien Bonds" means any of the bonds of the City authenticated and delivered pursuant to Article II of the First Lien Indenture.

"First Lien Indenture" means the Master Indenture of Trust Securing Chicago Midway Airport Revenue Bonds dated as of April 1, 1994, from the City to the First Lien Trustee, as heretofore amended or supplemented by one or more Supplemental First Lien Indentures prior to the Lien Defeasance Date.

"First Lien Trustee" means the Bank of New York Mellon Trust Company, N.A., as trustee under the First Lien Indenture.

"Fiscal Year" means January 1 through December 31 of any year, or such other fiscal year as the City may adopt for the Airport.

"Funds" means the special funds described, created and established pursuant to Article III.

"Government Grants-in-Aid" means those moneys granted to the City by the United States of America or any of its agencies, or the State of Illinois, or any of its political subdivisions or agencies, to pay for all or a portion of the costs of one or more Airport Projects and does not include any payments made for services rendered at the Airport.

"Independent Accountant" means a certified public accountant selected by the City and licensed to practice in the State of Illinois, and who (a) in the case of an individual, shall not be an officer or employee of the City, (b) shall be satisfactory to the Trustee and (c) may be the accountant that regularly audits the books of the City or the Airport.

"Independent Airport Consultant" means a consultant selected by the City with expertise in the administration, financing, planning, maintenance and operations of airports and

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facilities thereof, and who, in the case of an individual, shall not be an officer or employee of the City.

"Insured Obligation" means any Senior Lien Obligation with respect to which the payment of principal and interest is guaranteed under a Bond Insurance Policy.

"Interest Payment Date" means any Payment Date on which interest on any Senior Lien Obligations is payable.

"Junior Lien Obligations" means any bonds, notes or evidences of indebtedness, other than Senior Lien Obligations and Special Facility Revenue Bonds, issued by the City as permitted by Section 405 of this Senior Lien Indenture.

"Junior Lien Obligation Debt Service Fund" means the Junior Lien Obligation Debt Service Fund created by Section 501 of the First Lien Indenture and continued by Section 301 of this Senior Lien Indenture.

"Junior Lien Revenues" means all sums, amounts, funds or moneys which may be withdrawn for the Junior Lien Obligation Debt Service Fund for the payment of Junior Lien Obligations pursuant to provisions of the First Lien Indenture.

"Lien Defeasance Date" means [ ], 20[ ].

"Net Revenues" means, for any Fiscal Year, Revenues minus Operation and Maintenance Expenses.

"O&M Fund" means the O&M Fund required to be created pursuant to Section 501 of the First Lien Indenture and continued by Section 301 of this Senior Lien Indenture.

"Operation and Maintenance Expense Projection" means, for any Fiscal Year, the projected Operation and Maintenance Expenses for such Fiscal Year.

"Operation and Maintenance Expenses" means, for any Fiscal Year, the costs incurred by the City in operating and maintaining the Airport during such Fiscal Year, either directly or indirectly, including, without limitation (but exclusive of such expenses as may be capitalized in connection with an Airport Project):

- (a) costs and expenses incurred by the City for employees of the City employed at the Airport, or doing work involving the Airport, including, but not limited to, direct salaries and wages (including overtime pay), together with payments or costs incurred for associated payroll expenses, such as union contributions, cash payments to pension funds, retirement funds or unemployment compensation funds, life, health, accident and unemployment insurance premiums, deposits for self-insurance, vacations and holiday pay, and other fringe benefits;
- (b) costs of materials, supplies, machinery and equipment and other similar expenses;

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- c) costs of maintenance, landscaping, decorating, repairs, renewals and alternations not reimbursed by insurance;

- d) costs of water, electricity, natural gas, telephone service and all other utilities and services whether furnished by the City or purchased by the City and furnished by independent contractors at or for the Airport;

- e) costs of rentals of real property;

- f) costs of rental equipment or other personal property;

- g) costs of premiums for insurance, including property damage, public liability, burglary, bonds of employees, workers' compensation, disability, automobile, and all other insurance covering the Airport or its operations;

- h) the amount of any judgment or settlement arising as a result of the City's ownership, operation and maintenance of the Airport payable by the City during said Fiscal Year, including, without limitation, the amount of any judgment or settlement arising as a result of claims, actions, proceedings or suits alleging a taking of property or interests in property without just compensation, trespass, nuisance, property damage, personal injury or similar claims, actions, proceedings or suits based upon the environmental impacts, including, without limitation, those resulting from the use of the Airport for the landing and taking off of aircraft;

(i) costs incurred in collecting and attempting to collect any sums due the City in connection with the operation of the Airport;

(j) costs of advertising at or for the Airport;

(k) compensation paid or credited to persons or firms appointed or engaged, from time to time, to render advice and perform architectural, engineering, construction management, financial, legal, accounting, testing, consulting or other professional services in connection with the Airport;

(l) any other cost incurred or allocated to the Airport necessary to comply with any valid rule, regulation, policy or order of any federal, state or local government, agency or court; and

(m) all other direct and indirect expenses, whether similar or dissimilar, which arise out of the City's ownership, operation or maintenance of the Airport, including any taxes payable by the City which may be lawfully imposed upon the Airport.

"Other Available Moneys" means, for any Fiscal Year, the amount of money determined by the Chief Financial Officer to be transferred by the City for such Fiscal Year from sources other than Revenues to the Senior Lien Revenue Fund or the Senior Lien Debt Service Fund.

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"Outstanding," when used with reference to the Senior Lien Obligations, means, as of any date, all Senior Lien Obligations theretofore or thereupon being issued under this Senior Lien Indenture or incurred pursuant to Section 208 except:

a) Senior Lien Obligations cancelled by the Trustee or the owner of a Section 208 Obligation or Section 209 Obligation, as the case may be, at or prior to such date or theretofore delivered to the Trustee of the City, as the case may be, for cancellation;

b) Senior Lien Obligations (or portions of Senior Lien Obligations) for the payment or redemption of which there shall be held in trust and set aside for such payment or redemption (whether at, prior to or after the maturity or redemption date) moneys or Defeasance Obligations the principal of and interest on which when due or payable will provide moneys, together with the moneys, if any, deposited with the Trustee at the same time, in an amount sufficient to pay the principal or Redemption Price thereof, as the case may be, with interest to the date of maturity or redemption date, and, if such Senior Lien Obligations are to be redeemed, for which notice of such redemption shall have been given as provided in the related Supplemental Indenture or provisions satisfactory to the Trustee shall have been made for the giving of such notice;

c) Senior Lien Obligations for the transfer or exchange of, in lieu of or in substitution for which other Senior Lien Obligations shall have been authenticated and delivered pursuant to this Senior Lien Indenture; and



d) Senior Lien Obligations deemed to have been paid as provided in Section 1101.

"Owner" means the registered owner of any bond constituting a Senior Lien Obligation.

"Passenger Facility Charge" means the passenger facility charge as authorized under Section 1113(e) of the Federal Aviation Act of 1958, as amended by Section 9110 of the Omnibus Budget Reconciliation Act of 1990, and as approved by the FAA from time to time with respect to the Airport.

"Payment Date" means any date on which a Principal Installment or interest on any Series of Senior Lien Obligations is payable in accordance with its terms and the terms of this Senior Lien Indenture and the Supplemental Indenture creating such Series or, in the case of Section 208 Obligations or amounts are payable under any Qualified Swap Agreement, in accordance with the terms of the instrument creating such Section 208 Obligations or such Qualified Swap Agreement.

"Principal Installment" means, as of any particular date of computation and with respect to Senior Lien Obligations of a particular Series or consisting of a particular Section 208 Obligation, an amount of money equal to the aggregate of (i) the principal amount of Outstanding Senior Lien Obligations of said Series or Section 208 Obligation which mature on a single future date, reduced by the aggregate principal amount of such Outstanding Senior Lien Obligations which would at or before said future date be retired by reason of the payment when due and the

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application in accordance with this Senior Lien Indenture and the Supplemental Indenture creating such Series or the instrument creating such Section 208 Obligation of Sinking Fund Payments payable at or before said future date for the retirement of such Outstanding Senior Lien Obligations, plus (ii) the amount of any Sinking Fund Payments payable on said future date for the retirement of such Outstanding Senior Lien Obligations, and said future date shall, for all purposes hereof, be deemed to be the date when such Principal Installment is payable and the date of such Principal Installment.

"Qualified Collateral" means:

a) Federal Obligations;

b) direct and general obligations of any state of the United States of America or any political subdivision of the State of Illinois which are rated not less than AA or Aa or their equivalents by any Rating Agency; and

c) public housing bonds issued by public housing authorities and fully secured as to the payment of both principal and interest by a pledge of annual contributions under an annual contributions contract or contracts with the United States of America, or project notes issued by public housing authorities, or project notes issued by local public agencies, in each case fully secured as to the payment of both principal and interest by a requisition or payment agreement with the United States of America.

"Qualified Investments" means:

a) Federal Obligations;

b) deposits in interest-bearing deposits or certificates of deposit or similar arrangements issued by any bank or national banking association, including the Trustee, which deposits, to the extent not insured by the Federal Deposit Insurance Corporation, shall be secured by Qualified Collateral having a current market value (exclusive of accrued interest) at least equal to 110 percent of the amount of such deposits, marked to market monthly, and which Qualified Collateral shall have been deposited in trust by such bank or national banking association with the trust department of the Trustee or with a Federal Reserve Bank or branch or, with the written approval of the City and the Trustee, with another bank, trust company or national banking association for the benefit of the City and the appropriate Fund or Account as collateral security for such deposits;

c) direct and general obligations of any state of the United States of America or any political subdivision of the State of Illinois which are rated not less than AA or Aa or their equivalents by any Rating Agency;

d) obligations issued by any of the following agencies: Banks for Cooperatives, Federal Intermediate Credit Banks, Federal Home Loan Banks System, Federal Land Banks, Export Import Bank, Tennessee Valley Authority, Government National Mortgage Association, Farmers Home Administration, United States Postal Service, the Federal National Mortgage Association to the extent that such obligations are guaranteed by the Government

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National Mortgage Association, any agency or instrumentality of the United States of America and any corporation controlled and supervised by, and acting as an agency or instrumentality of, the United States of America;

e) public housing bonds issued by public housing authorities and fully secured as to the payment of both principal and interest by a pledge of annual contributions under an annual contributions contract or contracts with the United States of America, or project notes issued by public housing authorities, or project notes issued by local public agencies, in each case fully secured as to the payment of both principal and interest by a requisition or payment agreement with the United States of America;

f) any repurchase agreements collateralized by securities described in clauses (a) or (d) above with any registered broker/dealer subject to the Securities Investors' Protection Corporation jurisdiction or any commercial bank, if such broker/dealer or bank has an unsecured, unsecured and unguaranteed obligation rated (an "unsecured rating") Prime-1 and A or better by Moody's Investors Service, Inc. or A-1 or A3 or better by Standard & Poor's Ratings Services provided (1) a specific written agreement governs the transaction; (2) the securities are held by a depository acting solely as agent for the Trustee, and such third party is (a) a Federal Reserve Bank, or (b) a bank which is a member of the Federal Deposit Insurance Corporation and with combined capital, surplus and undivided profits of not less than \$25,000,000, and the Trustee shall have received written confirmation from such third party that it holds such securities; (3) a perfected first security interest under the Uniform Commercial Code, or book entry procedures prescribed at 31 C.F.R 306.1 et seq. or 31 C.F.R 350.0 et seq. in such securities is created for the benefit of the Trustee; (4) the repurchase agreement has a term of one year or less, or the collateral securities will be valued no less frequently than monthly and will be liquidated if any deficiency in the required collateral percentage is not restored within

...man monthly and will be liquidated if any deficiency in the required collateral percentage is not restored within two business days of such valuation; (5) the repurchase agreement matures at least 10 days (or other appropriate liquidation period) prior to a Payment Date; and (g) the fair market value of the securities in relation to the amount of the repurchase obligations, including principal and interest, is equal to at least 100 percent; and

g) shares of an Investment Company, organized under the Investment Company Act of 1940 as amended, which invests its assets exclusively in obligations of the type described in clauses (a) to (e); and

h) investment agreements which represent the unconditional obligation of one or more banks, insurance companies or other financial institutions, or are guaranteed by a financial institution, in either case that has an unsecured rating, or which agreement is itself rated, as of the date of execution thereof, in one of the two highest rating categories by Standard & Poor's Ratings Group and Moody's Investors Service, Inc.

"Qualified Reserve Account Credit Instrument" has the meaning set forth in Section 413 hereof.

"Qualified Swap Agreement" means an agreement between the City and a Swap Provider under which the City agrees to pay the Swap Provider an amount calculated at an agreed-upon rate or index based upon a notional amount and the Swap Provider agrees to pay the City for a specified period of time an amount calculated at an agreed-upon rate or index based upon such

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notional amount, where (i) each Rating Agency (if such Rating Agency also rates the unsecured obligations of the Swap Provider or its guarantor) has assigned to the unsecured obligations of the Swap Provider or of the Person who guarantees the obligation of the Swap Provider to make its payments to the City, as of the date the swap agreement is entered into, a rating that is equal to or higher than the rating then assigned to the Senior Lien Obligations by such Rating Agency (without regard to municipal bond insurance or any other credit facility), and (ii) the City has notified each Rating Agency (whether or not such Rating Agency also rates the unsecured obligations of the Swap Provider or its guarantor) in writing, at least 15 days prior to executing and delivering the swap agreement of its intention to enter into the swap agreement and has received from such Rating Agency a written indication that the entering into of the swap agreement by the City will not in and of itself cause a reduction or withdrawal by such Rating Agency of its unenhanced rating on the Senior Lien Obligations.

"Rating Agency" means any rating agency that has an outstanding credit rating assigned to any Senior Lien Obligations at the request of the City.

"Redemption Price," means with respect to any Series of Senior Lien Obligations, the principal amount thereof plus the applicable premium, if any, payable upon redemption thereof pursuant to the provisions of such Senior Lien Obligations or the Supplemental Indenture creating such Series of Senior Lien Obligations, or such other redemption price as may be specified in such Senior Lien Obligations or Supplemental Indenture.

"Refunding Obligations" means all Senior Lien Obligations, whether issued in one or more Series, authenticated and delivered on original issuance for the purpose of the refunding of Senior Lien Obligations of any Series.

Obligations of any Series.

"Regulations" means the Income Tax Regulations (26 CFR Part 1) promulgated under and pursuant to the Code.

"Released Revenues" means Revenues in respect of which the Trustee has received the following:

a) a request of an Authorized Officer describing those Revenues and requesting that those Revenues to be excluded from the pledge and lien of this Senior Lien Indenture;

b) an Independent Airport Consultant's Certificate, based upon reasonable assumptions, to the effect that Revenues, after the Revenues covered by the Authorized Officer's request are excluded for each of the five full Fiscal Years following the Fiscal Year in which such Certificate is delivered, will be sufficient to enable the City to satisfy the coverage covenant set forth in Section 404(a) in each of those five Fiscal Years;

c) a Counsel's Opinion to the effect that (i) the conditions set forth herein to the release of those Revenues have been met and (ii) the exclusion of those Revenues from the pledge and lien of this Senior Lien Indenture will not, in and of itself, cause the interest on any outstanding Senior Lien Obligations to be included in the gross income for purpose of federal income taxation; and

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(d) written confirmation from each of the Rating Agencies to the effect that the exclusion of those Revenues from the pledge and lien of this Senior Lien Indenture will not cause a withdrawal or reduction in any unenhanced rating then assigned to any Senior Lien Obligations.

"Revenue Fund" means the Revenue Fund created by Section 501 of the First Lien Indenture and continued by Section 301 of this Senior Lien Indenture.

"Revenues" means and includes all amounts received or receivable directly or indirectly by the City for the use and operation of, or with respect to, the Airport, including, without limitation: all airline fees and charges (excluding payments described in subsection (a) below); all other rentals, charge and fees for the use of the Airport or for any service rendered by the City in the operation of the Airport; concession revenues; interest payments to the City; interest accruing on, and any profit realized from the investment of, moneys held or credited to all Airport funds and accounts of the City; provided, however, that Revenues does not include:

a) any amounts derived by the City from Special Facility Financing Arrangements entered into in connection with Special Facility Improvements to the extent those moneys derived are required to pay principal of, premium, if any, and interest on Special Facility Revenue Bonds and all sinking and other reserve fund payments required by the ordinance or resolution authorizing the issuance of the Special Facility Revenue Bonds;

b) the proceeds of any Passenger Facility Charge, Customer Facility Charge or similar tax or charge levied by or on behalf of the City, including, but not limited to, any cargo facility charge or security charge;

- c) the proceeds of any tax levied by or on behalf of the City;
- d) interest accruing on, and any profit resulting from the investment of, moneys in any fund or account of the Airport that is not available by agreement or otherwise for deposit into the Revenue Fund;
- e) Government Grants-in-Aid;
- f) insurance proceeds which are not deemed to be revenues in accordance with generally accepted accounting principles;
- g) the proceeds of any condemnation awards;
- h) security deposits and the proceeds of the sale of any Airport property; and
- i) the proceeds of any borrowings by the City.

Unless otherwise provided in a Supplemental Indenture, there shall also be excluded from the term "Revenues" any Released Revenues in respect of which the City has filed with the Trustee the documents contemplated in the definition of the term "Released Revenues."

"Section 208 Obligations" means any obligations incurred by the City to reimburse the issuer or issuers of one or more letters of credit, lines of credit, standby purchase agreements,

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financial guaranty insurance policies or surety bonds (including Qualified Reserve Account Credit Instruments as defined in Section 413 hereof) securing one or more Series of Senior Lien Obligations as described in Section 208, including any fees or other amounts payable to the issuer of any such letter of credit, line of credit, standby purchase agreement, financial guaranty insurance policy or surety bond, whether such obligations are set forth in one or more reimbursement agreements entered into between the City and the issuer of any such letter of credit, line of credit, standby purchase agreement, financial guaranty insurance policy or surety bond, or in one or more notes or other evidences of indebtedness executed and delivered by the City pursuant thereto, or any combination thereof.

"Section 209 Obligations" means any obligations incurred by the City to any one or more Swap Providers pursuant to Section 209, including any fees or amounts payable by the City under each related Qualified Swap Agreement.

"Second Lien Indenture" means the Master Indenture of Trust, dated as of September 1, 1998, from the City to the Trustee, and as from time to time amended or supplemented by one or more Supplemental Indentures prior to the Lien Defeasance Date.

"Second Lien Obligations" means any of the bonds and obligations of the City authenticated and delivered under the pursuant to Article II of the Second Lien Indenture that remain Outstanding as of the Lien Defeasance Date.

"Senior Lien Debt Service Fund" means the Debt Service Fund created by Section 301 of this Senior Lien Indenture

SENIOR LIEN INDENTURE.

"Senior Lien Indenture" means this Amended and Restated Master Indenture of Trust as originally executed and delivered by the City and the Trustee and as the same may from time to time be amended or supplemented by one or more Supplemental Indentures.

"Senior Lien Obligations" means (a) any of the bonds, notes or evidences of indebtedness issued by the City under and pursuant to Article II of this Senior Lien Indenture, (b) any Section 208 Obligations, (c) any Section 209 Obligations and (d) all Second Lien Obligations, in each case that are Outstanding as of the Lien Defeasance Date.

"Series" shall mean all of the Senior Lien Obligations authenticated and delivered on original issuance pursuant to a Supplemental Indenture and designated as a Series therein, but, unless the context clearly indicates otherwise, shall not include Section 208 Obligations.

"Sinking Fund Payment" means, as of any particular date of determination and with respect to the Outstanding Senior Lien Obligations of any Series or consisting of any Section 208 Obligation, the amount required by the Supplemental Indenture creating such Series or the instrument creating such Section 208 Obligation to be paid in any event by the City on a single future date for the retirement of such Senior Lien Obligations which mature after said future date, but does not include any amount payable by the City by reason only of the maturity of a Senior Lien Obligation.

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"Special Facility Financing Arrangement" means any agreement creating or relating to Special Facility Revenue Bonds.

"Special Facility Improvement" means a building or facility at or related to the Airport, or an improvement to such building or facility, or portion thereof, as has been or is to be constructed, installed, equipped or acquired with the proceeds of the sale of Special Facility Revenue Bonds or funds of the user thereof, or both.

"Special Facility Revenue Bonds" means bonds, notes or other evidences of indebtedness of the City, which bonds, notes or other evidences of indebtedness are not payable from Revenues or any other moneys or securities held under this Senior Lien Indenture, and for which the City has no taxing obligation.

"Supplemental Indenture" means an indenture supplemental to or amendatory of the Second Lien Indenture or this Amended and Restated Master Indenture of Trust, executed and delivered by the City and the Trustee in accordance with Article VII.

"Swap Provider" means any person with which the City enters into a Qualified Swap Agreement.

["Transition Date" means the first business day of the month following the delivery by the City of a Certificate to the Trustee informing the Trustee that the amendment to Section 303 shown in this Senior Lien Indenture has been made effective.]

Lien Indenture has been made effective.]

"Trust Estate" means the property conveyed to the Trustee pursuant to the Granting Clauses hereof.

"Trustee" means The Bank of New York Mellon Trust Company, N.A., as trustee hereunder, or its successor as such trustee hereafter appointed in the manner provided in this Senior Lien Indenture.

"Variable Rate Bonds" means those Series of Senior Lien Obligations the interest rate on which is not established at the time of issuance thereof at a single numerical rate for the entire term thereof.

"Working Capital Account" means the account by that name as described in Article 3 hereof and established in accordance with an airline use agreement in effect with respect to the Airport.

Section 103. Interpretation. In this Senior Lien Indenture, unless the context otherwise requires:

(i) The terms "hereby," "hereof," "hereto," "hereunder," "herein" and any similar terms used herein refer to this Senior Lien Indenture, and the term "hereafter" shall

' NOTE TO DRAFT: To be determined whether necessary based on the amount of consents to be obtained with the initial issuance of Senior Lien Obligations upon the execution of this Senior Lien Indenture.

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mean after, and the term "heretofore" shall mean before, the date of this Senior Lien Indenture.

ii) Words of the masculine gender shall mean and include correlative words of the feminine and neuter genders and words importing the singular number shall mean and include the plural number and vice versa.

iii) Words importing persons shall include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public bodies, as well as natural persons.

iv) Words importing the redemption or redeeming of a Senior Lien Obligation or the calling of a Senior Lien Obligation for redemption do not include or connote the payment of such Senior Lien Obligation at its stated maturity or the purchase of such Senior Lien Obligation.

v) Any percentage of Senior Lien Obligations, for purposes of this Senior Lien Indenture, shall be computed on the basis of the unpaid principal amount of Senior Lien Obligations Outstanding at the time the computation is made or is required to be made hereunder.

vi) In determining the Owners of the requisite percentage of Owners of Senior Lien Obligations for purposes of any consent, approval or waiver hereunder, Outstanding Senior Lien Obligations constituting Section 209 Obligations shall be disregarded.

vii) The term "principal" when used in connection with a Capital Appreciation Obligation shall mean as of a particular date, the original principal amount of such Capital Appreciation Obligation

shall mean as of a particular date, the original principal amount of such Capital Appreciation Obligation as of its date of issuance plus interest accreted thereon to such particular date.

viii) Any headings preceding the text of the several Articles and Sections of this Senior Lien Indenture, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Senior Lien Indenture, nor shall they affect its meaning, construction or effect.

ix) Articles and Sections mentioned by number only are the respective Articles and Sections of this Senior Lien Indenture so numbered.

Section 104. Variable Interest Rates. For the purpose of determining Annual Senior Lien Debt Service, interest on Variable Rate Bonds, including any variable rate Senior Lien Obligation, shall be calculated at the highest of: (i) the actual rate on the date of calculation, or if the indebtedness is not yet outstanding, the initial rate (if established and binding), (ii) if the indebtedness has been outstanding for at least 12 months, the average rate over the 12 months immediately preceding the date of calculation, and (iii)(1) if interest on the indebtedness is excludable from gross income under the applicable provisions of the Code, the most recently published [Bond Buyer 25 Bond Revenue Index (or comparable index if no longer published) plus

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50 basis points, or (2) if interest is not so excludable, the interest rate on Federal Obligations with comparable maturities plus 50 basis points]<sup>2</sup>.

Section 105. Tender Option Senior Lien Obligations. The City may issue Senior Lien Obligations subject to tender at the option of the Owner if the payment of the purchase price of tendered Senior Lien Obligations is to be provided pursuant to a letter of credit or standby liquidity agreement with a bank or liquidity provider with obligations rated in one of the three highest short-term rating categories assigned by any Rating Agency.

Section 106. Severability of Invalid Provisions. If any one or more of the covenants or agreements provided in this Senior Lien Indenture on the part of the City or the Trustee to be performed should be contrary to law, then such covenant or covenants or agreement or agreements shall be deemed separable from the remaining covenants and agreements hereof and shall in no way affect the validity of the other provisions of this Senior Lien Indenture or of the Senior Lien Obligations.

Section 107. Successors and Assigns. Whenever in this Senior Lien Indenture the City is named or referred to, it shall and shall be deemed to include its successors and assigns whether so expressed or not. All of the covenants, stipulations, obligations and agreements by or on behalf of, and other provisions for the benefit of, the City contained in this Senior Lien Indenture shall bind and inure to the benefit of such successors and assigns and shall bind and inure to the benefit of any officer, board, commission, authority, agent or instrumentality to whom or to which there shall be transferred by or in accordance with law any right, power or duty of the City, or of its successors or assigns, the possession of which is necessary or appropriate in order to comply with any such covenants, stipulations, obligations, agreements or other provisions of this Senior Lien Indenture.



Section 108. Parties Interested Herein. Nothing in this Senior Lien Indenture expressed or implied is intended or shall be construed to confer upon, or to give to, any person or corporation, other than the City, the Trustee, the Owners of the Senior Lien Obligations, and any Bond Insurer, any right, remedy or claim under or by reason of this Senior Lien Indenture or any covenant, condition or stipulation thereof. All the covenants, stipulations, promises and agreements in this Senior Lien Indenture contained by and on behalf of the City shall be for the sole and exclusive benefit of the City, the Trustee, any Bond Insurer and the Owners of the Senior Lien Obligations.

## ARTICLE II

### AUTHORIZATION AND ISSUANCE OF SENIOR LIEN OBLIGATIONS

Section 201. Authorization for Senior Lien Indenture. This Senior Lien Indenture is executed and delivered by the City by virtue of and pursuant to the home rule powers of the City. The City has ascertained and hereby determines and declares that the execution and delivery of this Senior Lien Indenture is necessary to meet the commercial and general aviation

<sup>2</sup> NOTE TO DRAFT: To be updated to the SIFMA Municipal Swap Index plus a spread or other comparable short-term index selected by the Mayor or Authorized Officer, with appropriate adjustments for tax-status.

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needs of the citizens of the City, that each and every act, matter, thing or course of conduct as to which provision is made herein is necessary or convenient to carry out and effectuate such purposes of the City and to carry out its powers and is in furtherance of the public benefit, safety and welfare of the City and that each and every covenant or agreement herein contained and made is necessary, useful or convenient in order better to secure the Senior Lien Obligations and are contracts or agreements necessary, useful and convenient to carry out and effectuate the corporate purposes of the City.

Section 202. Senior Lien Indenture to Constitute Contract. In consideration of the purchase and acceptance of Senior Lien Obligations by those who shall hold the same from time to time, the provisions of this Senior Lien Indenture and any Supplemental Indenture shall be a part of the contract of the City with the owners of Senior Lien Obligations and shall be deemed to be and shall constitute a contract between the City, the Trustee and the owners from time to time of the Senior Lien Obligations.

Section 203. Authorization of Senior Lien Obligations. In order to provide sufficient funds for the financing or refinancing of Airport Projects, Senior Lien Obligations are hereby authorized to be issued from time to time in one or more Series as hereinafter provided, without limitation as to amount except as may be limited by law, for the purpose of (a) the payment, or the reimbursement for the payment of, the costs of one or more Airport Projects, (b) the refunding of any Senior Lien Obligations (including Second Lien Obligations), First Lien Bonds or other obligations issued to finance or refinance one or more Airport Projects, including, but not limited to, the refunding of any Special Facility Revenue Bonds and any Junior Lien Obligations, or (c) the funding of any Fund or Account as specified in this Senior Lien Indenture or the Supplemental Indenture under which any Senior Lien Obligations are issued; including, in each case, payment of Costs of Issuance. Senior Lien Obligations consisting of Section 208 Obligations and Section 209 Obligations are also hereby authorized to be incurred from time to time as provided for in Section 208 and Section 209, respectively, for the purposes set forth therein.

SECTION 204.

Section 204. Source of Payment; Pledge of Senior Lien Revenues and Other Moneys. The Senior Lien Obligations shall be legal, valid and binding limited obligations of the City payable solely from Revenues and certain other moneys and securities held by the Trustee under the provisions of this Senior Lien Indenture and any Supplemental Indenture. The Senior Lien Obligations and the interest thereon do not constitute an indebtedness or a loan of credit of the City within the meaning of any constitutional or statutory limitation, and neither the faith and credit nor the taxing power of the City, the State of Illinois or any political subdivision thereof is pledged to the payment of the principal of or interest on the Senior Lien Obligations. A pledge of the Trust Estate, to the extent set forth in the Granting Clauses hereof, and of all moneys and securities held or set aside or to be held or set aside by the Trustee under this Senior Lien Indenture or any Supplemental Indenture is hereby made, and the same are hereby pledged, to secure the payment of the principal and Redemption Price of, and interest on, the Senior Lien Obligations, subject only to the provisions of this Senior Lien Indenture or any Supplemental Indenture requiring or permitting the payment, setting apart or appropriation thereof for or to the purposes and on the terms, conditions, priorities and order set forth in or provided under this Senior Lien Indenture or such Supplemental Indenture. This pledge shall be valid and binding from and after the Lien Defeasance Date and continues the prior pledges under the Second Lien Indenture. The

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Revenues so pledged and then or thereafter received by the City and deposited in the Revenue Fund shall immediately be subject to the lien of such pledge without any further physical delivery or further act; and the lien of such pledge shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the City, irrespective of whether such parties have notice thereof.

**Section 205. Issuance of Senior Lien Obligations; Supplemental Indentures.**

Each Series of Senior Lien Obligations shall be created by a Supplemental Indenture which shall prescribe expressly or by reference with respect to such Series:

- (a) the authorized principal amount and Series designation of such Senior Lien Obligations;
- (b) the purpose or purposes for which such Series is being issued;
- (c) the manner in which the proceeds of the Senior Lien Obligations of such Series are to be applied;
- (d) the date or dates, and the maturity date or dates, of the Senior Lien Obligations of such Series, or the manner of determining such dates;
- (e) the interest rate or rates to be borne by the Senior Lien Obligations of such Series or the manner of determining such rate or rates, and the Interest Payment Dates of such Series;
- (I) the manner of dating, numbering and lettering the Senior Lien Obligations of such Series;
- (g) the place or places of payment of the principal and Redemption Price, if any, of, and interest on, the Senior Lien Obligations of such Series or the manner of designating the same;

interest on, the Senior Lien Obligations of such Series or the manner of designating the same,

h) the Redemption Price or Prices, if any, of, and the redemption terms for the Senior Lien Obligations of such Series, or the manner of determining such Redemption Price or Prices and terms;

(i) the amount and due date of each Sinking Fund Payment, if any, for Senior Lien Obligations of like maturity of such Series, or the manner of determining such amounts and dates;

(j) provisions as to registration of the Senior Lien Obligations of such Series;

(k) the form and text of the Senior Lien Obligations of such Series and provision for the Trustee's authentication thereof by certificate or otherwise; and

(l) any other provisions deemed advisable by the City as shall not conflict with the provisions hereof.

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Section 206. Conditions Precedent to Delivery of any Series. Senior Lien Obligations of any Series shall be executed by the City and delivered to the Trustee and thereupon shall be authenticated by the Trustee and delivered to the City or upon its order, but only following the receipt by the Trustee of:

(a) a copy of an ordinance adopted by the City Council, certified by the City Clerk, authorizing the execution and delivery of the Supplemental Indenture referred to in Section 205;

(b) a Counsel's Opinion to the effect that (i) the City had the right and power to adopt the ordinance referred to in (a) above; (ii) the ordinance has been duly and lawfully adopted by the City Council, is in full force and effect and is valid and bindings upon the City and is enforceable in accordance with its terms (except as limited by any applicable bankruptcy, liquidation, reorganization, insolvency or other similar laws and by general principles of equity in the event that equitable remedies are sought); (i) this Senior Lien Indenture and such Supplemental Indenture have been duly and lawfully authorized by all necessary action on the part of the City, have been duly and lawfully executed by authorized officers of the City, are in full force and effect and are valid and binding upon the City and enforceable in accordance with their terms (except as limited by any applicable bankruptcy, liquidation, reorganization, insolvency or other similar laws and by general principles of equity in the event that equitable remedies are sought); (ii) this Senior Lien Indenture and such Supplemental Indenture create the valid pledge of Revenues, moneys and securities which they purport to create; and (ii) upon the execution, authentication and delivery thereof, the Senior Lien Obligations of such Series will have been duly and validly authorized and issued in accordance with the Constitution and laws of the State of Illinois, this Senior Lien Indenture and such Supplemental Indenture;

(c) a written order as to the delivery of such Series, executed by an Authorized Officer (i) stating the identity of the purchasers, aggregate purchase price and date and place of delivery of such Series and that no Event of Default has occurred and is continuing under this

delivery of such Series and that no event of default has occurred and is continuing under this Senior Lien Indenture and (ii) fixing and determining all terms and provisions of the Senior Lien Obligations of such Series not fixed or determined by this Senior Lien Indenture or the Supplemental Indenture referred to in Section 205;

(d) an executed counterpart of the Supplemental Indenture referred to in Section 205;

(e) except in the case of Completion Obligations and Refunding Obligations, either (i) a Certificate of an Independent Airport Consultant stating that, based upon reasonable assumptions set forth therein. Revenues and Other Available Moneys are projected to be not less than that required to satisfy the rate covenant set forth in Section 404 (disregarding any Senior Lien Obligations that have been paid or discharged or will be paid or discharged immediately after the issuance of the Series proposed to be issued) for each of the next three Fiscal Years following the issuance of

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such Senior Lien Obligations or, if later, for each Fiscal Year from the issuance of such Series through the two Fiscal Years immediately following completion of the Airport Projects financed by such Senior Lien Obligations; or (ii) a Certificate stating that Revenues and Other Available Moneys in the most recent completed Fiscal Year for which audited financial statements have been prepared satisfied the rate covenant set forth in Section 404 assuming for such purpose that Aggregate Senior Lien Debt Service for the Bond Year commencing during such Fiscal Year includes the maximum Annual Senior Lien Debt Service on the Senior Lien Obligations proposed to be issued; provided, however, that for purposes of the certificate described in clause (i) above, Other Available Moneys shall be projected only to the extent such Other Available Moneys have been (x) paid over to the Trustee and deposited into the Revenue Fund or the Senior Lien Debt Service Fund or paid over to the Trustee and deposited into a debt service fund for Senior Lien Obligations, or (y) irrevocably pledged to the payment of debt service on Senior Lien Obligations;

f) in the case of Completion Obligations, a Certificate stating (i) that the Series of Senior Lien Obligations proposed to be issued are being issued to finance the costs of one or more Airport Projects initially financed in whole or in part by Senior Lien Obligations, and (ii) that the additional cost of the Airport Projects being financed by such Series does not exceed 15 percent of the aggregate cost thereof previously financed. Prior to the delivery of any Completion Obligations, the City shall file with the Trustee a certificate of a Consulting Engineer (i) stating that the Airport Projects have not materially changed from their description in the Supplemental Indenture creating the Series of Senior Lien Obligations initially issued to finance the cost of such Airport Projects, (ii) estimating the revised aggregate cost of the Airport Projects, (iii) stating that the revised aggregate cost of such Airport Projects cannot be paid with available moneys, and (iv) stating that, in the opinion of the Consulting Engineer, the issuance of Completion Obligations is necessary to provide funds to complete the Airport Projects;

g) a Certificate stating that any required approval for the issuance of such Series has been obtained; and

h) such further documents and moneys as are required by the provisions of Article VII or any Supplemental Indenture.

Section 207. Conditions Precedent to Delivery of any Series of Refunding Obligations. All Refunding Obligations of any Series shall be executed by the City and delivered to the Trustee and thereupon shall be authenticated by the Trustee and delivered to the City or upon its order, but only following the receipt by the Trustee of:

a) The documents referred to in subsections (a), (b), (c), (d), (g) and (h) of Section 206;

b) if a redemption of Senior Lien Obligations is to be effected, irrevocable instructions to the Trustee to give due notice of redemption of all the Senior Lien Obligations to be refunded and the redemption date or dates, if any, upon which such Senior Lien Obligations are to be redeemed;

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c) if a redemption of Senior Lien Obligations is to be effected and the redemption is scheduled to occur subsequent to the next succeeding 45 days, irrevocable instructions to the Trustee to publish as provided in the applicable Supplemental Indenture notice of redemption of such Senior Lien Obligations on a specified date prior to their redemption date;

d) a certificate of an Independent Accountant stating the amount of either (i) moneys (which may include all or a portion of such Series) in an amount sufficient to pay the Senior Lien Obligations to be refunded at the applicable Redemption Price of the Senior Lien Obligations to be refunded together with accrued interest on such Senior Lien Obligations to the redemption date or dates, or (ii) Defeasance Obligations the principal of, and interest on, which when due (without reinvestment thereof), together with the moneys (which may include all or a portion of the proceeds of the Senior Lien Obligations to be issued), if any, which must be contemporaneously deposited with the Trustee, to be sufficient to pay when due the applicable Redemption Price of the Senior Lien Obligations to be refunded, together with accrued interest on such Senior Lien Obligations to the redemption date or dates or the date or dates of maturity thereof; and

e) such further documents and moneys as are required by the provisions of Article VII or any Supplemental Indenture.

Section 208. Letters of Credit and Surety Bonds to Secure Senior Lien Obligations. The City reserves the right to provide one or more irrevocable letters of credit, lines of credit, standby purchase agreements, financial guaranty insurance policies or surety bonds (including Qualified Reserve Account Credit Instruments as defined in Section 413 hereof), or a combination thereof to secure the payment of the principal of, premium, if any, and interest on one or more Series of Senior Lien Obligations, or in the event owners of such Senior Lien Obligations have the right to require purchase thereof, to secure the payment of the purchase price of such Senior Lien Obligations upon the demand of the owners thereof. In connection with any such letter of credit, line of credit, standby purchase agreement, financial guaranty insurance policy or surety bond the City may execute and deliver an agreement setting forth the conditions upon which drawings or advances may be made under such letter of credit, line of credit, standby purchase agreement, financial guaranty insurance policy or surety bond and the method by which the City will reimburse the issuer of such letter of credit, line of credit, standby purchase agreement, financial guaranty insurance policy or surety bond for such

credit, line of credit, standby purchase agreement, financial guaranty insurance policy or surety bond for such drawings together with interest thereon at such rate or rates and otherwise make payments as may be agreed upon by the City and the issuer of such letter of credit, line of credit, standby purchase agreement, financial guaranty insurance policy or surety bond. Any such obligation of the City to reimburse or otherwise make payments to the issuer of such letter of credit, line of credit, standby purchase agreement, financial guaranty insurance policy, standby purchase agreement, financial guaranty insurance policy or surety bond shall constitute a Senior Lien Obligation under this Senior Lien Indenture to the same extent as any Series of Senior Lien Obligations issued pursuant to a Supplemental Indenture, and any and all amounts payable by the City to reimburse the issuer of any such letter of credit, line of credit, standby purchase agreement, financial guaranty insurance policy or surety bond, together with interest thereon, shall for purposes of this Senior Lien Indenture be deemed to constitute the payment of principal of, premium, if any, and interest on Senior Lien Obligations.

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Section 209. Hedging Transactions, (a) If the City shall enter into a Qualified Swap Agreement with a Swap Provider requiring the City to pay a fixed interest rate on a notional amount, or requiring the City to pay a variable interest rate on a notional amount, and the City has made a determination that such Qualified Swap Agreement was entered into for the purpose of providing substitute interest payments for Senior Lien Obligations of a particular maturity or maturities in a principal amount equal to the notional amount of the Qualified Swap Agreement and so long as the Swap Provider under such Qualified Swap Agreement is not in default under such Qualified Swap Agreement:

i) for purposes of any calculation of Annual Senior Lien Debt Service, the interest rate on the Senior Lien Obligations of such maturity or maturities shall be determined as if such Senior Lien Obligations bore interest at the fixed interest rate or the variable interest rate, as the case may be, payable by the City under such Qualified Swap Agreement;

ii) any net payments required to be made by the City to the Swap Provider pursuant to such Qualified Swap Agreement from Senior Lien Revenues shall be made on a parity with payments due on other Senior Lien Obligations solely from amounts on deposit to the credit of the Revenue Fund; and

iii) any net payments received by the City from the Swap Provider pursuant to such Qualified Swap Agreement shall be applied as directed by the City.

(b) If the City shall enter into a swap agreement of the type generally described in subsection (a) of this Section 209 that does not satisfy the requirements for qualification as a Qualified Swap Agreement as a result of its failure to make the determination described therein or otherwise, then:

i) the interest rate adjustment or assumptions referred to in paragraph (i) of said subsection (a) shall not be made;

ii) any net payments required to be made by the City to the Swap Provider pursuant to such swap agreement from Revenues shall be made only from amounts available after the payment of all other Senior Lien Obligations; and

iii) any net payments received by the City from the Swap Provider pursuant to such swap agreement may be treated as Revenues at the option of the City and applied as directed by the City

agreement may be treated as Revenues at the option of the City and applied as directed by the City.

Section 210. Application of Proceeds of Senior Lien Obligations. The proceeds, including accrued interest, of any Series shall be deposited with the Trustee and shall be applied by the Trustee in the manner required by the Supplemental Indenture creating such Series.

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### ARTICLE III

#### REVENUES AND FUNDS

Section 301. Creation of Funds and Accounts. The Revenue Fund and the Junior Lien Obligation Debt Service Fund created by Section 501 of the First Lien Indenture have been transferred to the Trustee as of the Lien Defeasance Date and shall be held and administered by the Trustee in accordance with this Senior Lien Indenture. The Senior Lien Debt Service Fund is hereby created and shall be held and administered in accordance with this Senior Lien Indenture. The Second Lien Revenue Fund is abolished; provided, however, that (i) each Dedicated Sub-Fund established by a Supplemental Indenture, including the Common Debt Service Reserve Sub-Fund, shall continue to be administered by the Trustee as a Dedicated Sub-Fund within the Senior Lien Debt Service Fund established in this Section 301, and (ii) any other moneys on deposit in the Second Lien Revenue Fund shall be transferred to the Revenue Fund. Any moneys in the Junior Lien Obligations Debt Service Fund as of the Lien Defeasance Date that are allocable to the payment of Senior Lien Obligations are hereby allocated to the Senior Lien Debt Service Fund and to the appropriate Dedicated Sub-Funds held herein.

The City agrees to establish and maintain an O&M Fund for the purpose of paying Operation and Maintenance Expenses. The City shall also establish and maintain such other Funds and Accounts as the City is required to establish and maintain or deems necessary or advisable to establish and maintain with respect to the Airport, which in any event shall include the Funds and Accounts referred to in this Article III of this Senior Lien Indenture. The Trustee shall not be responsible for the administration of the foregoing Funds and Accounts established and maintained by the City.

The Trustee shall, at the written request of the City, establish such additional sub-funds within the Revenue Fund, and Accounts and subaccounts within any such sub-funds, as shall be specified in such written request, for the purpose of identifying more precisely the sources of payments into and disbursements from the Revenue Fund or such sub-funds, Accounts and subaccounts. In addition, the Trustee shall, at the written request of the City, establish additional Accounts within the Junior Lien Obligation Debt Service Fund for the purpose of segregating amounts available to pay the principal of, premium, if any, and interest on separate series of Junior Lien Obligations.

Additional sub-funds within the Revenue Fund and Accounts and subaccounts within such sub-funds may also be created by any Supplemental Indenture; and any such Supplemental Indenture may provide that amounts on deposit in such sub-funds, Accounts and subaccounts shall be held by the Trustee for the sole

that amounts on deposit in such sub-funds. Accounts and subaccounts shall be held by the Trustee for the sole and exclusive benefit of such Senior Lien Obligations as may be specifically designated in such Supplemental Indenture.

Any moneys and securities held in the Revenue Fund or any sub-account, Account or subaccount created pursuant to this Section shall be held in trust by the Trustee, as provided in this Senior Lien Indenture or such Supplemental Indenture, and shall be applied, used and withdrawn only for the purposes authorized in this Senior Lien Indenture or Supplemental Indenture. All moneys and securities held by the City in any fund or account established for or with respect to the Airport shall be accounted for and held separate and apart from all other moneys

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and securities of the City, and, until so applied, used and withdrawn, shall be held in trust by the City for the purposes for which such fund or account was established.

**Section 302. Deposit of Revenues.**

a) All Revenues shall be collected by the City and promptly deposited to the credit of the Revenue Fund as set forth in this Section 302 in the name of the Trustee with a depository or depositories, each fully qualified under the provisions of Section 1001 to receive the same as deposits of money held by the Trustee, designated by the City and approved by the Trustee, and statements giving the amount of each such deposit and the name of the depository shall be forwarded promptly to the Trustee by the City and by such depository. The Trustee shall be accountable only for moneys actually so deposited.

b) All Revenues shall be collected by the City and applied by the City as follows:

i) Revenues received by the City each month shall first be applied to deposit promptly into the O&M Fund an amount equal to one-twelfth of the Operation and Maintenance Expense Projection for the current Fiscal Year

ii) Thereafter Revenues received by the City each month shall be promptly deposited to the credit of the Revenue Fund.

***[Text of Section 303 Prior to the Transition Date]***

Section 303. Disbursement from Revenue Fund. The moneys in the Revenue Fund shall be disbursed and applied by the Trustee as required to make the following deposits on the dates and in the amounts provided:

(a) On the tenth day of each month the Trustee shall make the following deposits and transfers in the manner and order of priority set forth:

i) First: The Trustee shall transfer to the City for deposit into the O&M Reserve Account an amount equal to one-twelfth of the O&M Reserve Account Deposit Requirement, which requirement shall be the amount required to increase the amount in the O&M Reserve Account to an amount equal "to one-sixth of the Operation and Maintenance Expense Projection for such Fiscal Year.



ii) Second: The Trustee shall transfer to the City for deposit into the Working Capital Account an amount equal to one-twelfth of the Working Capital Account Deposit Requirement, which requirement shall be the lesser of (i) \$[ ] adjusted by multiplying the amount of the Working Capital Deposit Requirement for the prior Fiscal Year by a factor of one plus the percentage increase, if any, in the Producer Price Index during the most recently ended 12-month period for which the Producer Price Index is available, and (ii) the amount required to increase the amount held in the Working Capital Account to an amount equal to 15% of Operation and Maintenance Expense Projection for such Fiscal Year. Notwithstanding the foregoing provisions of this paragraph, the City, in

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its sole discretion, may direct the Trustee to reduce or suspend such transfers for deposit into the Working Capital Account for any period by delivery to the Trustee of a Certificate setting forth the amount of such reduction, if applicable, and the period or periods during which such reduction or suspension shall remain in effect. Following any such reduction or suspension, the City, in its sole discretion, may direct the Trustee to increase or resume such transfers by delivery to the Trustee of a Certificate setting forth the date upon which such transfers shall increase or resume (which may be different from the date, if any, specified in the original Certificate for the end of the period of such reduction or suspension) and the amount, and methodology for calculating adjustments to such amount, of such transfers.

(b) On the business day of the Trustee immediately preceding the first and the 182nd day of a Fiscal Year, the Trustee shall make the following deposits and transfers in the manner and order of priority set forth:

i) First: To the extent required by the provisions of a Supplemental Indenture creating a Series of Senior Lien Obligations, or by an instrument creating Section 208 Obligations or Section 209 Obligations:

A) the Trustee shall segregate within the Revenue Fund and credit to such sub-funds, accounts, and sub-accounts therein as may have been created for the benefit of such Series and such Section 208 Obligations or Section 209 Obligations such amounts as may be required to be so credited under the provisions of such Supplemental Indenture or instrument creating Section 208 Obligations or Section 209 Obligations to pay the principal of and interest on such Senior Lien Obligations; and

B) the Trustee shall segregate within the Revenue Fund and credit to such sub-funds, Accounts and subaccounts therein as are specified in such Supplemental Indenture or instrument creating Section 208 Obligations or Section 209 Obligations the amounts required so to be withdrawn and deposited by the provisions of such Supplemental Indenture or such instrument.

ii) Second: The Trustee shall deposit into (x) the Common Debt Service Reserve Sub-Fund, the amount (if any) necessary to increase the amount on deposit therein to an amount equal to the Common Debt Service Reserve Requirement and (y) the debt service reserve sub-fund or account established pursuant to a Supplemental Indenture with respect to a Series of Senior Lien Obligations that are not Common Reserve Bonds, the amount (if any) necessary to increase the amount on deposit therein to an amount equal to the requirement for such sub-fund or account established pursuant to such applicable Supplemental Indenture

applicable supplemental indenture.

iii) Third: The Trustee shall deposit into the Junior Lien Obligation Debt Service Fund an amount, if any, equal to the amount required by any resolution or ordinance authorizing the issuance of Junior Lien Obligations to be deposited therein on such date and without priority, one over the other, to any Accounts within the Junior Lien Obligation Debt Service Fund, as specified by a Certificate filed with the Trustee.

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iv) Fourth: The Trustee shall transfer to the City for deposit into the Repair and Replacement Fund an amount equal to one-half of the Repair and Replacement Fund Deposit Requirement, which requirement shall be \$[ ] adjusted for each Fiscal Year by multiplying the amount of the Repair and Replacement Fund Deposit Requirement for the prior Fiscal Year by a factor of one plus the percentage increase, if any, in the Producer Price Index during the most recently ended 12-month period for which the Producer Price Index is available. Notwithstanding the foregoing provisions of this paragraph, the City, in its sole discretion, may direct the Trustee to reduce or suspend such transfers for deposit into the Repair and Replacement Fund for any period by delivery to the Trustee of a Certificate setting forth the amount of such reduction, if applicable, and the period or periods during which such reduction or suspension shall remain in effect. Following any such reduction or suspension, the City, in its sole discretion, may direct the Trustee to increase or resume such transfers by delivery to the Trustee of a Certificate setting forth the date upon which such transfers shall increase or resume (which may be different from the date, if any, specified in the original Certificate for the end of the period of such reduction or suspension) and the amount, and methodology for calculating adjustments to such amount, of such transfers.

v) Fifth: The Trustee shall transfer to the City for deposit into the Emergency Reserve Fund an amount equal to one-half of the Emergency Reserve Fund Deposit Requirement, which requirement shall be the amount required to be deposited in the Emergency Reserve Fund so that the amount held therein will equal \$[ ] adjusted for each Fiscal Year thereafter, the required balance for the prior Fiscal Year plus the percentage increase, if any, in the Producer Price Index during the most recently ended 12-month period for which the Producer Price Index is available.

vi) Sixth: The Trustee shall transfer to the City for deposit into the Airport Development Fund the amount specified by a Certificate filed with the Trustee.

c) If at the time deposits are required to be made under paragraphs (a) or (b) of this Section, the moneys held in the Revenue Fund are insufficient to make any required deposit, the deposit shall be made up on the next applicable deposit date from amounts in the Revenue Fund after required deposits into all other Funds and Accounts enjoying a higher priority shall have been made in full.

d) Notwithstanding any other provision of this Senior Lien Indenture or any Supplemental Indenture, at the end of each Fiscal Year amounts on deposit in the O&M Fund, the Senior Lien Debt Service Fund, the Debt Service Reserve Fund and the Junior Lien Obligation Debt Service Fund in excess of the amount required hereunder or under any ordinance or resolution authorizing the issuance of Junior Lien Obligations to be on deposit in such Fund at the end of each Fiscal Year shall be transferred to the Revenue Fund

or on deposit in such Fund at the end of such Fiscal Year shall be transferred to the Revenue Fund.

*[Text of Section 303 After the Transition Date/*

Section 303. Disbursement from Revenue Fund. The moneys in the Revenue Fund shall be disbursed and applied by the Trustee as required to make the following deposits on the dates and in the amounts provided:

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(a) On the tenth day of each month the Trustee shall make the following deposits and transfers in the manner and order of priority set forth:

i) First: The Trustee shall deposit into the Senior Lien Debt Service Fund the amount, if any, needed to increase the amount in the Senior Lien Debt Service Fund so that it equals the amount of money obtained by aggregating the following several sums, computed with respect to the Outstanding Senior Lien Obligations of each Series that are Variable Rate Bonds: (A) any unpaid interest due on such Senior Lien Obligations that are Variable Rate Bonds at or before such date, (B) the Principal Installments of such Senior Lien Obligations that are Variable Rate Bonds matured and unpaid at or before said date, (C) all interest on such Senior Lien Obligations that are Variable Rate Bonds accrued and not paid through the end of the current month, less any portion of such interest payable from a Capitalized Interest Account, (D) that portion of each Principal Installment with respect to such Senior Lien Obligations that are Variable Rate Bonds next payable after said date that would have accrued to the end of the current month if such Principal Installment were deemed to accrue daily in equal amounts from the next preceding Principal Installment due date for such Series or, if there shall be no preceding due date or such preceding due date is more than one year prior to the next Principal Installment due date then, from a date one year prior to such next Principal Installment due date or from the date of issuance of the Senior Lien Obligations of such Series that are Variable Rate Bonds, whichever date is later and (E) the amount, if any, specified in a Certificate filed with the Trustee in order to provide funds to pay amounts due and owing to the issuer of any Qualified Reserve Account Credit Instrument.

ii) Second: The Trustee shall transfer to the City for deposit into the O&M Reserve Account an amount equal to one-twelfth of the O&M Reserve Account Deposit Requirement, which requirement shall be the amount required to increase the amount in the O&M Reserve Account to an amount equal to one-sixth of the Operation and Maintenance Expense Projection for such Fiscal Year.

iii) Third: The Trustee shall transfer to the City for deposit into the Working Capital Account an amount equal to one-twelfth of the Working Capital Account Deposit Requirement, which requirement shall be the lesser of (i) \$[1 by multiplying the amount of the Working Capital Deposit Requirement for the prior Fiscal Year by a factor of one plus the percentage increase, if any, in the Producer Price Index during the most recently ended 12-month period for which the Producer Price Index is available, and (ii)

iii) the amount required to increase the amount held in the Working Capital Account to an amount equal to 15% of Operation and Maintenance Expense Projection for such Fiscal Year. Notwithstanding the foregoing provisions of this paragraph, the City, in its sole discretion, may direct the Trustee to reduce or suspend such transfers for deposit into the Working Capital Account for any period by delivery to the Trustee of a Certificate setting forth the amount of such reduction, if applicable, and the period or periods during which such reduction or suspension shall remain in effect. Following any such reduction or suspension, the City, in its sole discretion, may direct the Trustee to increase or resume such transfers by delivery to the Trustee of a Certificate setting forth the date upon which such transfers shall increase or resume (which may be different from the date, if any,

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specified in the original Certificate for the end of the period of such reduction or suspension) and the amount, and methodology for calculating adjustments to such amount, of such transfers.

(b) On the business day of the Trustee immediately preceding the first and the 182nd day of a Fiscal Year, the Trustee shall make the following deposits and transfers in the manner and order of priority set forth:

i) First: The Trustee shall deposit into the Senior Lien Debt Service Fund the amount, if any, needed to increase the amount in the Senior Lien Debt Service Fund so that it equals the amount of money obtained by aggregating the several sums, computed with respect to the Outstanding Senior Lien Obligations of each Series that are not Variable Rate Bonds: (A) any unpaid interest due on such Senior Lien Obligations that are not Variable Rate Bonds at or before such date, (B) the Principal Installments of such Senior Lien Obligations that are not Variable Rate Bonds matured and unpaid at or before said date, (C) all interest on such Senior Lien Obligations that are not Variable Rate Bonds accrued and not paid prior to the next deposit date, other than compound interest accreted to a Capital Appreciation Bond which shall be deemed to accrue in the 12 months immediately prior to the maturity of such Capital Appreciation Bond, less any portion of such interest payable from a Capitalized Interest Account, (D) that portion of each Principal Installment with respect to Senior Lien Obligations that are not Variable Rate Bonds next payable after said date that would have accrued prior to the next deposit date, and (E) the amount, if any, specified in a Certificate filed with the Trustee in order to provide funds to pay amounts due and owing to the issuer of any Qualified Reserve Account Credit Instrument.

ii) Second: The Trustee shall deposit into (x) the Common Debt Service Reserve Sub-Fund, the amount (if any) necessary to increase the amount on deposit therein to an amount equal to the Common Debt Service Reserve Requirement and (y) the debt service reserve sub-fund or account

Common Debt Service Reserve Requirement and (y) the debt service reserve sub-fund or account established pursuant to a Supplemental Indenture with respect to a Series of Senior Lien Obligations that are not Common Reserve Bonds, the amount (if any) necessary to increase the amount on deposit therein to an amount equal to the requirement for such sub-fund or account established pursuant to such applicable Supplemental Indenture.

iii) Third: The Trustee shall deposit into the Junior Lien Obligation Debt Service Fund an amount, if any, equal to the amount required by any resolution or ordinance authorizing the issuance of Junior Lien Obligations to be deposited therein on such date and without priority, one over the other, to any Accounts within the Junior Lien Obligation Debt Service Fund, as specified by a Certificate filed with the Trustee.

iv) Fourth: The Trustee shall transfer to the City for deposit into the Repair and Replacement Fund an amount equal to one-half of the Repair and Replacement Fund Deposit Requirement, which requirement shall be \$[ ] adjusted for each Fiscal Year by multiplying the amount of the Repair and Replacement Fund Deposit Requirement for the prior Fiscal Year by a factor of one plus the percentage increase, if any, in the Producer Price Index during the most recently ended 12-month period for which the Producer Price Index is available. Notwithstanding the foregoing provisions of this

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paragraph, the City, in its sole discretion, may direct the Trustee to reduce or suspend such transfers for deposit into the Repair and Replacement Fund for any period by delivery to the Trustee of a Certificate setting forth the amount of such reduction, if applicable, and the period or periods during which such reduction or suspension shall remain in effect. Following any such reduction or suspension, the City, in its sole discretion, may direct the Trustee to increase or resume such transfers by delivery to the Trustee of a Certificate setting forth the date upon which such transfers shall increase or resume (which may be different from the date, if any, specified in the original Certificate for the end of the period of such reduction or suspension) and the amount, and methodology for calculating adjustments to such amount, of such transfers.

v) Fifth: The Trustee shall transfer to the City for deposit into the Emergency Reserve Fund an amount equal to one-half of the Emergency Reserve Fund Deposit Requirement, which requirement shall be the amount required to be deposited in the Emergency Reserve Fund so that the amount held therein will equal \$[ ] adjusted for each Fiscal Year thereafter, the required balance for the prior Fiscal Year plus the percentage increase, if any, in the Producer Price Index during the most recently ended 12-month period for which the Producer Price Index is available.

vi) Sixth: The Trustee shall transfer to the City for deposit into the Airport Development Fund the amount specified by a Certificate filed with the Trustee.

c) If at the time deposits are required to be made under paragraphs (a) or (b) of this Section, the moneys held in the Revenue Fund are insufficient to make any required deposit, the deposit shall be made up on the next applicable deposit date from amounts in the Revenue Fund after required deposits into all other Funds and Accounts enjoying a higher priority shall have been made in full.

d) Notwithstanding any other provision of this Senior Lien Indenture or any Supplemental Indenture, at the end of each Fiscal Year amounts on deposit in the O&M Fund, the Senior Lien Debt Service Fund, the Debt Service Reserve Fund and the Junior Lien Obligation Debt Service Fund in excess of the amount required hereunder or under any ordinance or resolution authorizing the issuance of Junior Lien Obligations to be on deposit in such Fund at the end of such Fiscal Year shall be transferred to the Revenue Fund.

Section 304. Use of Funds. The moneys on deposit in the Funds and Accounts listed in or provided for under Section 301 shall be used for the purposes and uses specified as follows:

a) In addition to disbursements authorized by Section 303, the City shall apply moneys in the Revenue Fund to make up any deficiency arising in the following Funds in the following order of their priority one over another and in the manner specified in Section 303: first, to the Senior Lien Debt Service Fund, second, to the Common Debt Service Reserve Sub-Fund and third, to the Junior Lien Obligation Debt Service Fund.

b) The Trustee shall withdraw from the Senior Lien Debt Service Fund, (i) on or prior to each Interest Payment Date, an amount equal to the interest due on the Senior Lien

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Obligations on such Interest Payment Date, and apply the same to the payment of said interest when due; and (ii) on or prior to each Principal Installment payment date, an amount equal to the principal amount of Senior Lien Obligations maturing on said day, and apply the same to the payment of said principal when due. In addition, on the day immediately following each Interest Payment Date, amounts held in the Senior Lien Debt Service Fund shall be applied to pay amounts due and owing to the issuer of any Qualified Reserve Account Credit Instrument if so provided in a Certificate delivered to the Trustee.

Amounts accumulated in the Senior Lien Debt Service Fund or other amounts delivered to the Trustee for such purpose may, and if so directed by the City shall, be applied by the Trustee, on or prior to the forty-fifth day preceding the payment date of a Sinking Fund Payment, to the purchase of Senior Lien Obligations of the Series and maturity for which such Sinking Fund Payment is to be made in an amount not exceeding that necessary to complete the retirement of the unsatisfied balance of Senior Lien Obligations payable from such Sinking Fund Payment on such payment date. The purchase price paid by the Trustee (excluding accrued interest but including any brokerage and other charges) for any Senior Lien Obligation purchased shall not exceed the Sinking Fund Redemption Price of such Senior Lien Obligation applicable upon its redemption on such payment date. The Trustee shall also provide for the payment out of the Senior Lien Debt Service Fund of the amount of accrued interest payable on any Senior Lien Obligation purchased from moneys in the Senior Lien Debt Service Fund. Senior Lien Obligations may be purchased from any person including the City and the Trustee. Any Senior Lien Obligations so purchased shall be cancelled by the Trustee and the applicable Sinking Fund Redemption Price of such Senior Lien Obligations shall be credited against the Sinking Fund Payment for such Senior Lien Obligation due on the next ensuing payment date.

(c) The moneys in the Common Debt Service Reserve Sub-Fund are held for the benefit of all Common Reserve Bonds and are pledged and assigned for that purpose. On the date of initial issuance of any Senior Lien Obligations intended to be Common Reserve Bonds, the City shall provide the Trustee a Certificate to that effect and setting forth the amount of the deposit to be made from bond proceeds to fund the Common Debt Service Reserve Requirement. For the avoidance of doubt, the Common Debt Service Reserve

Common Debt Service Reserve Requirement. For the avoidance of doubt, the Common Debt Service Reserve Sub-Fund does not secure any Senior Lien Obligations that are not Common Reserve Bonds. The moneys in the Common Debt Service Reserve Sub-Fund shall be used for the payment of the interest and Principal Installments on Common Reserve Bonds, whenever and to the extent moneys in the applicable Dedicated Sub-Fund of the Senior Lien Debt Service Fund, are insufficient therefor. In the case of multiple deficiencies among Series of Common Reserve Bonds, such application shall be made ratably among the various such Series having a deficiency, without preference or priority of any kind. At the direction of the City expressed in a Certificate filed with the Trustee, moneys in the Common Debt Service Reserve Sub-Fund may be withdrawn and deposited in trust to pay or provide for the payment of Common Reserve Bonds pursuant to Section 1101; provided, however, that immediately after such withdrawal the amount on deposit in the Common Debt Service Reserve Sub-Fund equals or exceeds the Common Debt Service Reserve Requirement.

The City shall maintain in the Common Debt Service Reserve Sub-Fund an amount equal to the Common Debt Service Reserve Requirement. In lieu of the deposit of money in the Common Debt Service Reserve Sub-Fund in satisfaction of the Common Debt Service Reserve

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Requirement, the City may deposit with the Trustee (i) one or more Qualified Reserve Account Credit Instruments meeting the requirements of Section 413 of this Senior Lien Indenture, (ii) Qualified Investments or (iii) a combination thereof. Any Qualified Investments held to the credit of the Common Debt Service Reserve Sub-Fund shall be valued in accordance with Section 305 of this Senior Lien Indenture. If on any valuation date as provided in Section 305 of this Senior Lien Indenture, the amount on deposit in the Common Debt Service Reserve Sub-Fund is more than the Common Debt Service Reserve Requirement, the amount of such excess shall be transferred by the Trustee to the Revenue Fund.

If at any time the Common Debt Service Reserve Sub-Fund holds both a Qualified Reserve Account Credit Instrument and Qualified Investments, the Qualified Investments shall be liquidated and the proceeds applied for the purposes for which Common Debt Service Reserve Sub-Fund moneys may be applied under this Section prior to any draw being made on the Qualified Reserve Account Credit Instrument. If the Common Debt Service Reserve Sub-Fund holds Qualified Reserve Account Credit Instruments issued by more than one issuer, draws shall be made under such Qualified Reserve Account Credit Instruments on a pro rata basis to the extent of available funds. Amounts deposited in the Common Debt Service Reserve Sub-Fund for the purposes of restoring amount withdrawn therefrom shall be applied first to reimburse the provider of the Qualified Reserve Account Credit Instrument and thereby reinstate the Qualified Reserve Account Credit Instrument.

d) The moneys in the Junior Lien Obligation Debt Service Fund shall be transferred by the Trustee as provided in a Certificate to the appropriate trustees or paying agents under the appropriate ordinances or resolutions authorizing the issuance of Junior Lien Obligations for the purpose of paying such amounts as may be required to be paid by such resolutions or ordinances.

e) Moneys held by the City in the O&M Fund shall be applied to pay Operation and Maintenance Expenses.

f) Moneys held by the City in the O&M Reserve Account shall be applied to pay Operation and Maintenance Expenses if amounts available in the O&M Fund are insufficient for such purpose.

g) Moneys held by the City in the Working Capital Account may be applied for any lawful Airport working capital purpose.

h) Moneys held by the City in the Repair and Replacement Fund shall be applied to pay, the cost of maintenance expenditures, such as costs incurred for major repairs, renewals and replacements at the Airport.

(i) Moneys held by the City in the Emergency Reserve Fund and the Special Project Fund may be applied for any lawful purpose under the Airport and the Airway Improvement Act of 1982, as amended.

**Section 305. General Regulations as to Investments.**

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a) All moneys held in any Fund or Account established and created under this Senior Lien Indenture shall be invested in Qualified Investments upon the oral direction of an Authorized Officer, or his or her designated representative, promptly confirmed in writing.

b) Qualified Investments purchased as an investment of moneys in any Fund or Account established and created under this Senior Lien Indenture, together with the income derived therefrom, shall be deemed at all times to be a part of such Fund or Account. Qualified Investments so purchased shall be sold at the best price obtainable whenever it shall be necessary so to do in order to provide moneys to make any withdrawal or payment from such Fund or Account. For the purposes of any such investment, a Qualified Investment shall be deemed to mature at the earliest date on which the obligor is, on demand, obligated to pay a fixed sum in discharge of the whole of such Qualified Investment. Qualified Investments in which moneys held in any Fund or Account have been invested shall mature not later than the respective dates as estimated by the City or the Trustee based on information provided by the City, when the moneys held for the credit of any Fund or Account will be needed.

c) In computing the amount in any Fund or Account, obligations maturing within the three year period next succeeding the date of computation shall be valued at amortized value, and obligations maturing more than three years following the date of computation shall be valued at the lower of amortized value or market value; provided that investment agreements described in clause (h) of the definition of "Qualified Investments" shall be valued at amortized value.

d) For purposes of this Senior Lien Indenture amortized value means par, if the obligation was purchased at par, or, when used with respect to an obligation purchased at a premium above or a discount below par, means the value as of any given time obtained by dividing the total premium or discount at which such obligation was purchased by the number of interest payments remaining on such obligation after such purchase and deducting the amount thus calculated for each interest payment date after such purchase from the purchase price in the case of an obligation purchased at a premium or adding the amount thus calculated for each interest payment date after such purchase to the purchase price in the case of an obligation purchased at a discount. Valuation shall be made on each June 15 and December 15, or if such day is not a business day of the Trustee then on the business day of the Trustee immediately preceding such June 15 or December 15, and at any other time required hereunder or under any Supplemental Indenture and on any particular date shall not



any other time required hereunder or under any supplemental indenture, and on any particular date shall not include the amount of interest then earned or accrued to such date on any deposit or investment.

## ARTICLE IV COVENANTS OF THE CITY

Section 401. Equality of Security. All Senior Lien Obligations, regardless of Series, date of issuance or incurrence and date of sale, shall be secured by the pledge contained in Section 204; and the security so pledged shall not be used for any other purpose except as expressly permitted by the terms of this Senior Lien Indenture, so long as any Senior Lien Obligations remain Outstanding and unpaid.

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Section 402. Equality of Senior Lien Obligations. Except as otherwise specifically provided in Section 301, all Senior Lien Obligations authorized hereunder or incurred as provided in Section 208 and Section 209 shall be on a parity and rank equally without preference, priority or distinction over any other thereof as to security, regardless of the time or times of their issue, and the provisions, covenants and agreements set forth herein to be performed by and on behalf of the City shall be for the equal benefit, protection and security of the owners of any and all Senior Lien Obligations. The City covenants that it will not issue any obligations, payable from the Revenues or, except as otherwise provided in Section 405, any other moneys pledged herein, nor voluntarily create or cause or permit to be created any debt, lien, pledge or assignment, having priority over or being on a parity with, the Senior Lien Obligations.

Section 403. Punctual Payment. The City covenants that it will duly and punctually pay or cause to be paid the principal of, premium, if any, and interest on, all Senior Lien Obligations in strict conformity with the terms of such Senior Lien Obligation and of this Senior Lien Indenture, the Supplemental Indentures creating the Senior Lien Obligations of each Series and the instruments creating Section 208 Obligations or Section 209 Obligations, and that it will faithfully observe and perform all the conditions, covenants and requirements of this Senior Lien Indenture, each such Supplemental Indenture and instrument and of the Senior Lien Obligations issued or incurred thereunder.

### **Section 404. Rate Covenant.**

a) The City covenants that it will fix and establish, and revise from time to time whenever necessary, such rentals, rates and other charges for the use and operation of the Airport and for services rendered by the City in the operation thereof in order that in each Fiscal Year Revenues, together with Other Available Moneys deposited with the Trustee with respect to such Fiscal Year and any cash balance held in the Revenue Fund on the first day of such Fiscal Year not then required to be deposited in any Fund or Account, will be at least sufficient:

i) to provide for the payment of Operation and Maintenance Expenses for the Fiscal Year;  
and

ii) to provide for the greater of (i) the amounts needed to make the deposits required under Section 303 during such Fiscal Year into the Senior Lien Debt Service Fund, the O&M Reserve Account, the Working Capital Account, the Common Debt Service Reserve Sub-Fund, the Junior Lien Obligation Debt Service Fund, the Repair and

Replacement Fund and the Special Project Fund, and (ii) an amount not less than [ ] %<sup>3</sup> of the Aggregate Senior Lien Debt Service for the Bond Year commencing during such Fiscal Year.

b) If during any Fiscal Year, Revenues, together with Other Available Moneys and such cash balance in the First Lien Revenue Fund, are estimated to produce less than the amount required under paragraph (a) of this Section, the City shall revise its Airport rentals, fees

<sup>3</sup> NOTE TO DRAFT: To be determined by the Mayor or the Authorized Officer to be an amount not less than 110% and not more than 125%.

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and charges or alter its methods of operation or take other action in such manner as is necessary to produce the amount so required in such Fiscal Year.

c) Within 60 days after the end of each Fiscal Year, the City shall furnish to the Trustee a calculation of the coverage required under paragraph (a) of this Section certified by the Chief Financial Officer.

d) If the certificate specified in paragraph (c) of this Section for any year indicates that the City has not satisfied its obligations under paragraph (a) of this Section, then as soon as practicable, but in any event no later than 60 days after the receipt by the Trustee of such certificate, the City shall employ an Independent Airport Consultant to review and analyze the financial status and the administration and operation of the Airport and to submit to the City, within 60 days after employment of the Independent Airport Consultant, a written report on the same, including the action which the Independent Airport Consultant recommends should be taken by the City with respect to the revision of its Airport rentals, fees, and charges, alteration of its methods of operation or the taking of other action that is projected to result in producing the amount so required in the then-current Fiscal Year or, if less, the maximum amount deemed feasible by the Independent Airport Consultant. Promptly upon its receipt of the recommendations the City shall, after giving due consideration to the recommendations, revise its Airport rentals, fees and charges or alter its methods of operation, which revisions or alterations need not comply with the Independent Airport Consultant's recommendations so long as any revisions or alterations are projected by the City to result in compliance with paragraph (a) above. The City shall transmit copies of the Independent Airport Consultant's recommendations to the Trustee and to each owner of Senior Lien Obligations who has requested the same.

e) If at any time and as long as the City is in full compliance with the provisions of paragraph (b), (c) and (d) of this Section 404, there shall be no Event of Default under this Senior Lien Indenture as a consequence of the City's failure to satisfy the covenant contained in paragraph (a) of this Section 404 during such period.

Section 405. Against Pledge of Revenues. The City shall not hereafter issue any bonds, notes, or other evidences of indebtedness secured by the pledge contained in Section 204, other than the Senior Lien Obligations, and shall not create or cause to be created any lien or charge on Revenues, or on any amounts pledged for the benefit of owners of Senior Lien Obligations under this Senior Lien Indenture, other than the pledge contained in Section 204; provided, however, that neither this Section nor any other provision of this Senior Lien Indenture shall prevent the City from (a) issuing bonds, notes or other evidences of indebtedness payable out of, or secured by a pledge of, Revenues to be derived on and after such date as the pledge contained

payable out of, or secured by, a pledge on revenues to be derived on and after such date as the pledge contained in Section 204 shall be discharged and satisfied as provided in Section 1101, or (b) from issuing bonds, notes or other evidences of indebtedness (including bonds, notes or other evidences of indebtedness evidencing loans made by the City to the Airport) which are payable out of, or secured by, the pledge of amounts which may be withdrawn from the Junior Lien Obligation Debt Service Fund so long as such pledge is expressly junior and subordinate to the pledge contained in Section 204.

Section 406. Offices For Servicing Senior Lien Obligations. The City shall at all times maintain one or more agencies in the City of Chicago, Illinois, or the City of New York,

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New York, where Senior Lien Obligations of any Series may be presented for payment, where Senior Lien Obligations of any Series may be presented for registration, registration of transfer or exchange to the extent and in the manner specified in the Supplemental Indenture creating such Series and where notices, demands and other documents may be served upon the City in respect of the Senior Lien Obligations of any Series or of this Senior Lien Indenture. The City hereby appoints the Trustee an agent for all such purposes.

Section 407. Insurance. The City shall maintain, or cause to be maintained, insurance with respect to the Airport against such casualties and contingencies and in such amounts not less than is reasonably prudent. Such policies of insurance shall name the City and the Trustee as additional insurers as their interests may appear.

**Section 408. Use of Insurance Proceeds.**

a) If the Airport, or any portion thereof, shall be substantially damaged or destroyed by fire or other casualty, the City shall deposit with the Trustee the net proceeds of any insurance received with respect thereto, and the Trustee shall deposit such net proceeds in a special trust account or, in the case of damage to or destruction of any Airport Project then under construction, in the Project Account relating to such Airport Project. Moneys on deposit in any such special trust account or Project Account shall be disbursed in the same manner, and subject to the same conditions, as provided in the applicable Supplemental Indenture with respect to disbursements for Airport Projects.

b) Any surplus insurance proceeds deposited in any such special trust account or Project Account shall be transferred or withdrawn from such special trust account or Project Account as specified by the City for any one or more of the following purposes: (i) to make transfers to one or more Project Accounts to pay the costs of other Airport Projects, (ii) to make transfers into the Common Debt Service Reserve Sub-Fund to make up any deficiency therein, (iii) to make transfers to the Senior Lien Debt Service Fund, or (iv) to redeem Senior Lien Obligations in accordance with the provisions of this Senior Lien Indenture and the Supplemental Indenture creating such Senior Lien Obligations.

Section 409. Annual Audit. The City covenants that it will, within 210 days after the close of each Fiscal Year, or as soon thereafter as practicable, furnish the Trustee with a copy of an annual audit report, prepared in accordance with generally accepted accounting principles and certified by an Independent Accountant, covering the operation of the Airport for such Fiscal Year. Such audit shall contain a calculation based on actual data enabling such Independent Accountant to certify that the covenant contained in Section 404 has been satisfied with respect to such Fiscal Year.

**Section 410. Power to Issue Senior Lien Obligations and Pledge Revenues.**

The City is duly authorized under all applicable laws to issue the Senior Lien Obligations, to execute, deliver and perform its obligations under this Senior Lien Indenture and to make the pledge contained in Section 204 in the manner and to the extent provided. Except as otherwise stated in Section 405, the Revenues and moneys and securities so pledged are and will be free and clear of any pledge, lien, charge or encumbrance thereof or with respect thereto prior to, or of equal rank with, the pledge contained in Section 204 and all corporate or other action on the part of the

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City to that end has been and will be duly and validly taken. The Senior Lien Obligations and the provisions of this Senior Lien Indenture are and will be valid and legally enforceable limited obligations of the City in accordance with their terms and the terms of this Senior Lien Indenture. The City shall at all times, to the extent permitted by law, defend, preserve and protect the pledge contained in Section 204 and all the rights of the owners of the Senior Lien Obligations under this Senior Lien Indenture against all claims and demands.

Section 411. Further Assurances. The City covenants that it will make or adopt and execute, or cause to be made, adopted and executed, any and all such further ordinances, acts, deeds, conveyances, assignments or assurances as may be reasonably required for effectuating the intention of this Senior Lien Indenture, and for the better assuring and confirming unto the owners of the Senior Lien Obligations of the rights and benefits provided in this Senior Lien Indenture or any Supplemental Indenture.

Section 412. Tax Covenants. The City shall not take, or omit to take, any action lawful and within its power to take, which action or omission would cause interest on any Senior Lien Obligation to become subject to federal income taxes in addition to federal income taxes to which interest on such Senior Lien Obligation is subject on the date of original issuance thereof.

The City shall comply with the provisions of Section 148(f) of the Code relating to the rebate of certain investment earnings at periodic intervals to the United States of America.

Section 413. Debt Service Reserve Accounts. Any Supplemental Indenture pursuant to which a series of Senior Lien Obligations is issued may establish a Debt Service Reserve Account and a Series Reserve Account Requirement with respect thereto. Such Supplemental Indenture may provide that the Series Reserve Account Requirement may be satisfied with (i) one or more Qualified Reserve Account Credit Instruments, (ii) Qualified Investments or (iii) a combination thereof. For purposes of this Section 413, the term "Qualified Reserve Account Instrument" means a letter of credit, surety bond or non-cancelable insurance policy issued by a domestic or foreign bank, insurance company or other financial institution whose debt obligations are rated "Aa" or better by Moody's Investors Service, Inc. or "AA" or better by Standard & Poor's Ratings Service as of the date of issuance thereof. Any such letter of credit, surety bond or insurance policy shall be issued in the name of the Trustee and shall contain no restrictions on the ability of the Trustee to receive payments thereunder other than a certification of the Trustee that the funds drawn thereunder are to be used for purposes for which moneys in the Debt Service Reserve Account may be used.

## ARTICLE V ADMINISTRATION OF AIRPORT

Section 501. Management. The City covenants that in order to assure the efficient management and operation of the Airport and to assure the Owners of the Senior Lien Obligations that the Airport will be economically and efficiently operated on the basis of sound business principles, it will operate and maintain the

~~economically and efficiently operated on the basis of sound business principles, it will operate and maintain the~~  
Airport under the direction of the Commissioner. The City will not take, or allow any other person to take, any action which would cause the Federal Aviation Administrator of the Federal Aviation Administration, Department of Transportation, or

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any successor to the powers and authority of such Administrator, to suspend or revoke the Airport's airport operating certificate issued under the Federal Aviation Act of 1958, or any successor statute. The City will comply with all governmental, legislative, executive, administrative or judicial body applicable to the Airport, unless the same shall be contested in good faith, all to the end that the Airport will remain operational at all times.

Section 502. Operation and Maintenance of Airport. The City shall operate and maintain the Airport in good repair and working order and shall make such repairs thereto as shall be necessary or appropriate in the prudent management thereof to insure its economic and efficient operation at all times. The City will operate the Airport in a manner that will entitle it at all times to charge and collect rentals, fees and charges which the City is entitled to receive or as otherwise permitted by law and shall take such reasonable measures permitted by law to enforce payment to it of such rentals, fees and charges. The City will, out of the O&M Fund, from time to time, duly pay and discharge, or cause to be paid and discharged, any taxes, assessments or other governmental charges (including payments under Section 148 of the Code to the extent not otherwise paid) lawfully imposed upon the Airport or upon any part thereof, or upon the Revenues, when the same shall become due, as well as any lawful claim for labor, materials, or supplies which, if unpaid, might by law become a lien or charge upon the Airport, or which might impair the security of the Senior Lien Obligations.

Section 503. Maintenance of Powers. The City covenants that it will at all times use reasonable efforts to keep the Airport open for landings and takeoffs of aircraft of any type using facilities similar to those at the Airport and to maintain the powers, functions, duties and obligations now reposed in it pursuant to law, and will not at any time voluntarily do, suffer or permit any act or thing the effect of which would be to hinder, delay or imperil either the payment of the indebtedness evidenced by any of the Senior Lien Obligations or the performance or observance of any of the covenants herein contained.

Section 504. Airport Budget. The City shall prepare prior to the beginning of each Fiscal Year an annual budget for the Airport setting forth for such Fiscal Year in reasonable detail, among other things, estimated Revenues, Other Available Moneys and Operation and Maintenance Expenses. Such budget shall be prepared in accordance with applicable law and shall be made available to the City Council in sufficient time for it to act thereon as required by law.

Section 505. Leases and Concessions. The City shall have the right for any term of years to let to any person, firm or corporation, or grant concessions or privileges in, any land of the Airport or any building or structure on such land for any purpose necessary or incidental to the operation of the Airport or for any purpose which does not in any way interfere with the operation of the Airport.

Section 506. Limitation on Sale or Transfer of Airport, (a) The sale, conveyance, mortgage, encumbrance or other disposition, directly or indirectly, of all or substantially all of the Airport or the transfer, directly or indirectly, of control, management or oversight, or any material aspect of control, management or oversight of the Airport whether of its properties, interests, operations, expenditures, revenues (including

strength, or the airport, income or its properties, interests, operations, expenditures, revenues (including, without limit, Revenues, Junior Lien Revenues or the proceeds of any Passenger Facility Charge or similar charge) or

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otherwise (any of the foregoing being referred to for purposes of this Section 506 as a "transfer") shall not occur unless and until all of the following conditions shall have been met:

i) such transfer shall have been approved in writing by the Mayor of the City and by the City Council at a meeting duly called for such purpose;

ii) evidence shall have been obtained in writing confirming that such transfer shall not adversely affect any rating on the Bonds issued by any Rating Agency;

iii) a certificate shall have been received from an Independent Airport Consultant, certifying that, in each calendar year during the five-year period commencing after the calendar year in which such transfer occurs, Revenues together with any cash balance held in the Revenue Fund on the first day of such calendar year not then required to be deposited in any Fund or Account (or sub-account thereof) other than the Revenue Fund, and investment earnings for each such calendar year on moneys held in the funds and accounts held pursuant to this Senior Lien Indenture to the extent that such earnings are not required hereby to be transferred to any Project Account, shall equal an amount not less than the amount required to satisfy the rate covenant set forth in Section 404 hereof; provided, however, for purposes of the certificate "[150 percent]" shall be substituted for "[125 percent]" in clause (a)(ii) of Section 404<sup>4</sup>;

iv) written consent to such transfer shall have been received from the Owners of all Senior Lien Obligations then Outstanding;

v) written consent to such transfer shall have been received from the Trustee;

vi) written consent to such transfer shall have been received from each Bond Insurer and each provider of any letter of credit or surety bond supporting Senior Lien Obligations;

vii) written consent to such transfer shall have been received from the Chicago-Gary Regional Airport Authority pursuant to Section 10-20 of the Compact Between the City and the City of Gary dated April 15, 1995 Relating to the Establishment of the Chicago-Gary Regional Airport Authority; and

viii) there shall be deposited with the Trustee for the benefit of the Owners of all then Outstanding Senior Lien Obligations a letter of credit, surety bond or Investment Securities in the full amount of the then Outstanding Senior Lien Obligations, such letter of credit or surety bond to have a credit rating of not less than "Aa" or "AA" or their equivalents by Moody's Investors Service, Inc. and Standard & Poor's Rating Services, or their successors; provided, however, that no revenues (including, without limit, Revenues, Junior Lien Revenues or the proceeds of any Passenger Facility Charge or similar charge) shall be pledged, or in any way used, to secure any such letter of credit or surety bond.

<sup>4</sup> NOTE TO DRAFT: Amount of required coverage to be determined here to be determined by reference to coverage requirement set forth in Section 404.

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(b) For purposes of Section 901(c) hereof, the performance of this covenant shall be deemed to be material to the Owners of Senior Lien Obligations.

## ARTICLE VI

### SPECIAL FACILITY IMPROVEMENTS

Section 601. Construction, Installation and Acquisition of Special Facility Improvements. The construction, installation and acquisition of Special Facility Improvements is hereby authorized under and pursuant to the terms and conditions hereinafter set forth in this Article.

Section 602. Authorization. Before any Special Facility Improvement shall be constructed, installed or acquired, pursuant to this Article, the City Council shall adopt an ordinance or resolution describing in reasonable detail, sufficient for identification thereof, the Special Facility Improvement to be constructed, installed or acquired, and before any Special Facility Revenue Bonds are issued, the City Council shall likewise adopt an ordinance or resolution authorizing the issuance of Special Facility Revenue Bonds to finance the cost of construction, installation, or acquisition of such Special Facility Improvement and prescribing the rights, duties, remedies, and obligations of the City and the holders, from time to time, of such Special Facility Revenue Bonds.

Section 603. Special Facility Revenue Bonds. The Special Facility Revenue Bonds authorized by the ordinance or resolution referred to in Section 602 may be issued by the City notwithstanding the limitations, restrictions and conditions contained in this Senior Lien Indenture relating to the issuance of Senior Lien Obligations.

## ARTICLE VII SUPPLEMENTAL

### INDENTURES

Section 701. Supplemental Indenture Effective Upon Execution by the Trustee. For any one or more of the following purposes and at any time or from time to time, a Supplemental Indenture may be authorized by an ordinance adopted by the City Council, which, upon the filing with the Trustee of a copy of such ordinance certified by the City Clerk and the execution and delivery of such Supplemental Indenture by the City and the Trustee, shall be fully effective in accordance with its terms:

a) to close this Senior Lien Indenture against, or provide limitations and restrictions in addition to the limitations and restrictions contained in this Senior Lien Indenture on, the issuance of Senior Lien Obligations or other evidences of indebtedness;

b) to add to the covenants and agreements of the City in this Senior Lien Indenture other covenants and agreements to be observed by the City which are not contrary to or inconsistent with this Senior Lien Indenture as theretofore in effect:

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c) to add to the limitations and restrictions in this Senior Lien Indenture other limitations and restrictions to be observed by the City which are not contrary to or inconsistent with this Senior Lien Indenture as theretofore in effect;

d) to surrender any right, power or privilege reserved to or conferred upon the City by the terms of this Senior Lien Indenture, but only if the surrender of such right, power or privilege is not contrary to or inconsistent with the covenants and agreements of the City contained in this Senior Lien Indenture;

e) to create a Series of Senior Lien Obligations and, in connection therewith, to specify and determine the matters and things referred to in Article II and also any other matters and things relative to such Senior Lien Obligations which are not contrary to or inconsistent with this Senior Lien Indenture as theretofore in effect, or to amend, modify or rescind any such authorization, specification or determination at any time prior to the first issuance of such Senior Lien Obligations;

f) to confirm, as further assurance, the pledge under Section 204, and the subjection of, additional properties, Revenues or other collateral to any lien, claim or pledge created or to be created by, this Senior Lien Indenture; and

g) to modify any of the provisions of this Senior Lien Indenture in any respect whatever, provided that such modification shall be, and be expressed to be, effective only after all Senior Lien Obligations Outstanding at the date of the execution and delivery of such Supplemental Indenture shall cease to be Outstanding.

**Section 702. Supplemental Indentures Effective Upon Consent of Trustee.**

a) For any one or more of the following purposes and at any time or from time to time, a Supplemental Indenture may be authorized by an ordinance adopted by the City Council which, upon (i) the filing with the Trustee of a copy of such ordinance certified by the City Clerk, (ii) the filing with the Trustee and the City of an instrument in writing made by the Trustee consenting thereto, and (iii) the execution and delivery of such Supplemental Indenture by the City and the Trustee, shall be fully effective in accordance with its terms:

1) To cure any ambiguity, supply any omission, or cure or correct any defect or inconsistent provision in this Senior Lien Indenture; or

2) To insert such provisions clarifying matters or questions arising under this Senior Lien Indenture as are necessary or desirable and are not contrary to or inconsistent with this Senior Lien Indenture as theretofore in effect; or

3) To provide additional duties of the Trustee under this Senior Lien Indenture.

b) Any such Supplemental Indenture may also contain one or more of the purposes specified in Section 701. and in that event. the consent of the Trustee required by this Section shall be



applicable only to those provisions of such Supplemental Indenture as shall contain one or more of the purposes set forth in subsection (a) of this Section.

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Section 703. Supplemental Indentures Effective With Consent of Owners of Senior Lien Obligations. At any time or from time to time, a Supplemental Indenture may be authorized by an ordinance adopted by the City Council, subject to consent by the owners of Senior Lien Obligations in accordance with and subject to the provisions of Article VIII, which Supplemental Indenture, upon the filing with the Trustee of a copy of such ordinance certified by the City Clerk, upon compliance with the provisions of Article VIII, and upon execution and delivery of such Supplemental Indenture by the City and the Trustee, shall become fully effective in accordance with its terms.

**Section 704. General Provisions.**

a) This Senior Lien Indenture shall not be modified or amended in any respect except as provided in and in accordance with and subject to the provisions of this Article and Article VIII. Nothing in this Article or Article VIII contained shall affect or limit the right or obligation of the City to adopt, make, do, execute, acknowledge or deliver any ordinance, resolution, act or other instrument pursuant to the provisions of Section 411 or the right or obligation of the City to execute and deliver to the Trustee any instrument which elsewhere in this Senior Lien Indenture it is provided shall be delivered to the Trustee.

b) Any ordinance authorizing a Supplemental Indenture referred to and permitted or authorized by Sections 701 and 702 may be adopted by the City Council without the consent of any of the owners of Senior Lien Obligations, but such Supplemental Indenture shall be executed and delivered by the City and the Trustee and shall become effective only on the conditions, to the extent and at the time provided in said Sections, respectively. Every Supplemental Indenture delivered to the Trustee for execution shall be accompanied by a Counsel's Opinion stating that such Supplemental Indenture has been duly and lawfully authorized by the City Council and executed by the City in accordance with the provisions of this Senior Lien Indenture, is authorized or permitted by this Senior Lien Indenture, and will, when executed and delivered by the Trustee, be valid and binding upon the City and enforceable in accordance with its terms.

c) The Trustee is hereby authorized to enter into, execute and deliver any Supplemental Indenture referred to and permitted or authorized by Sections 701, 702 or 703 and to make all further agreements and stipulations which may be therein contained, and the Trustee, in taking such action, shall be fully protected in relying on an opinion of counsel (which may be a Counsel's opinion) that such Supplemental Indenture is authorized or permitted by the provisions of this Senior Lien Indenture.

d) No Supplemental Indenture shall change or modify any of the rights or obligations of the Trustee without its written assent thereto.

e) Any Supplemental Indenture executed and delivered pursuant to Section 702 or Article VIII shall not take effect until the written consent to such modification or amendment of each Bond Insurer of an Outstanding Insured Obligation shall have been filed with the Trustee.

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## ARTICLE VIII

### AMENDMENTS

Section 801. Mailing of Notice of Amendment. Any provision in this Article for the mailing of a notice or other paper to owners of Senior Lien Obligations shall be fully complied with if it is mailed postage prepaid only (i) to each registered owner of then Outstanding Senior Lien Obligations at his address, if any, appearing upon the registration books maintained by the City at the principal office of the Trustee or, in the case of Section 208 Obligations, set forth in the instrument creating the same, (ii) to each Bond Insurer and (iii) to the Trustee.

Section 802. Powers of Amendment. Any modification or amendment of this Senior Lien Indenture or of any Supplemental Indenture or of the rights and obligations of the City and of the owners of the Senior Lien Obligations, in particular, may be made by a Supplemental Indenture, with the written consent given as provided in Section 803, (a) of the owners of a majority in principal amount of the Senior Lien Obligations Outstanding at the time such consent is given, (b) in case less than all of the several Series of then Outstanding Senior Lien Obligations are affected by the modification or amendment, of the owners of a majority in principal amount of the then Outstanding Senior Lien Obligations of each Series so affected, (c) in case any Section 208 Obligations are affected by the modification or amendment, of the owners of the Section 208 Obligations so affected, (d) in case any Swap Provider is affected by the modification or amendment, of the Swap Provider so affected; except that if such modification or amendment will, by its terms, not take effect so long as any Senior Lien Obligations of any specified like Series and maturity or any specified Section 208 Obligations or Section 209 Obligations, remain Outstanding, the consent of the owners of such Senior Lien Obligations shall not be required and such Senior Lien Obligations shall not be deemed to be Outstanding for the purpose of any calculation of Outstanding Senior Lien Obligations under this Section. No such modification or amendment shall permit a change in the terms of redemption or maturity of the principal of any Outstanding Senior Lien Obligation or of any installment of interest thereon or a reduction in the principal amount or the Redemption Price thereof or in the rate of interest thereon, or in terms of purchase or the purchase price thereof, without the consent of the owner of such Senior Lien Obligation, or shall reduce the percentages or otherwise affect the classes of Senior Lien Obligations the consent of the owners of which is required to effect any such modification or amendment, or shall change or modify any of the rights or obligations of the Trustee without its written assent thereto. For the purposes of this Section, a Series or any specified Section 208 Obligations or Section 209 Obligations shall be deemed to be affected by a modification or amendment of this Senior Lien Indenture if the same adversely affects or diminishes the rights of the owners of Senior Lien Obligations of such Series or of such Section 208 Obligations or Section 209 Obligations.

#### **Section 803. Consent of Owners of Senior Lien Obligations.**

(a) The City may at any time authorize a Supplemental Indenture making a modification or amendment permitted by the provisions of Section 802, to take effect when and as provided in this Section. A copy of such Supplemental Indenture (or brief summary thereof or reference thereto in form approved by the Trustee), together with a request to the owners of the

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Senior Lien Obligations for their consent thereto in form satisfactory to the Trustee, shall be mailed by the City to the owners of the Senior Lien Obligations (but failure to mail such copy and request shall not affect the validity of the Supplemental Indenture when consented to as in this Section provided). Such Supplemental Indenture shall not be effective unless and until, and shall take effect in accordance with its terms when, (a) there shall have been filed with the Trustee (1) the written consents of owners of the percentages of Outstanding Senior Lien Obligations specified in Section 802 and (2) a Counsel's Opinion stating that such Supplemental Indenture has been duly and lawfully executed and delivered by the City and the Trustee in accordance with the provisions of this Senior Lien Indenture, is authorized or permitted hereby and is valid and binding upon the City and enforceable in accordance with its terms upon its becoming effective as in this Section provided, and (b) a notice shall have been mailed as hereinafter in this Section provided.

b) The consent of an owner of Senior Lien Obligations to any modification or amendment shall be effective only if accompanied by proof of the ownership, at the date of such consent, of the Senior Lien Obligations with respect to which such consent is given, which proof shall be such as is permitted by Section 1013. A certificate or certificates signed by the Trustee filed with the Trustee that it has examined such proof and that such proof is sufficient in accordance with Section 1013 shall be conclusive that the consents have been given by the owners of the Senior Lien Obligations described in such certificate or certificates. Any such consent shall be binding upon the owner of the Senior Lien Obligations giving such consent and upon any subsequent owner of such Senior Lien Obligations and of any Senior Lien Obligations issued in exchange therefor (whether or not such subsequent owner thereof has notice thereof) unless such consent is revoked in writing by the owner of such Senior Lien Obligations giving such consent or a subsequent owner thereof by filing such revocation with the Trustee, prior to the time when the written statement of the Trustee hereinafter provided for in this Section is filed. The fact that a consent has not been revoked may likewise be proved by a certificate of the Trustee to the effect that no revocation thereof is on file with the Trustee.

c) At any time after the owners of the required percentages of Senior Lien Obligations shall have filed their consents to the Supplemental Indenture, the Trustee shall make and file with the City and the Trustee a written statement that the owners of such required percentages of Senior Lien Obligations have filed such consents. Such written statement shall be conclusive that such consents have been so filed. At any time thereafter notice, stating in substance that the Supplemental Indenture (which may be referred to as a Supplemental Indenture entered into by the City and the Trustee as of a stated date, a copy of which is on file with the Trustee) has been consented to by the owners of the required percentages of Senior Lien Obligations and will be effective as provided in this Section, shall be given to owners by the City by mailing such notice to the owners of the Senior Lien Obligations and each Bond Insurer (but failure to mail such notice shall not prevent such Supplemental Indenture from becoming effective and binding as provided in this Section). The City shall file with the Trustee proof of the mailing of such notice. A record, consisting of the papers required or permitted by this Section to be filed with the Trustee, shall be proof of the matters therein stated. Such Supplemental Indenture making such amendment or modification shall be deemed conclusively binding upon the Trustee, each Bond Insurer and the owners of all Senior Lien Obligations at the expiration of 40 days after the filing with the Trustee of proof of the mailing of such last mentioned notice, except in the event of a final decree of a court of competent jurisdiction setting aside such Supplemental Indenture in a legal action or

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equitable proceeding for such purpose commenced within such 40 day period; except that the Trustee and the City, during such 40 day period and any such further period during which any such action or proceeding may be pending, shall be entitled in their absolute discretion to take such action, or to refrain from taking such action, with respect to such Supplemental Indenture as they may deem expedient.

Section 804. Modifications by Unanimous Consent. The terms and provisions of this Senior Lien Indenture and the rights and obligations of the City and of the owners of the Senior Lien Obligations hereunder may be modified or amended in any respect upon the consent of the owners of all the then Outstanding Senior Lien Obligations to the execution and delivery of such Supplemental Indenture, such consent to be given as provided in Section 803 except that no notice to the owners of the Senior Lien Obligations shall be required; but no such modification or amendment shall change or modify any of the rights or obligations of the Trustee without its written assent thereto.

Section 805. Exclusion of Senior Lien Obligations. Senior Lien Obligations owned by or for the account of the City shall not be deemed Outstanding for the purpose of consent or other action or any calculation of Outstanding Senior Lien Obligations provided for in this Article, and the City shall not be entitled with respect to such Senior Lien Obligations to give any consent or take any other action provided for in this Article. At the time of any consent or other action taken under this Article, the City shall furnish the Trustee with a Certificate upon which the Trustee may rely, describing all Senior Lien Obligations so to be excluded.

Section 806. Notation on Senior Lien Obligations. Senior Lien Obligations authenticated and delivered after the effective date of any action taken as in Article VII or this Article provided may, and, if the Trustee so determines, shall, bear a notation by endorsement or otherwise in form approved by the City and the Trustee as to such action, and in that case upon demand of the owner of any Senior Lien Obligation Outstanding at such effective date and presentation of his Senior Lien Obligation for that purpose at the principal office of the Trustee or upon any exchange or registration of transfer of any Senior Lien Obligation Outstanding at such effective date, suitable notation shall be made on such Senior Lien Obligation or upon any Senior Lien Obligation issued upon any such exchange or registration of transfer by the Trustee as to any such action. If the City or the Trustee shall so determine, new Senior Lien Obligations so modified as in the opinion of the Trustee and the City to conform to such action shall be prepared, authenticated and delivered, and upon demand of the owner of any Senior Lien Obligation then Outstanding shall be exchanged, without cost to such owner, for Senior Lien Obligations of the same Series and maturity upon surrender of such Senior Lien Obligation.

## ARTICLE IX DEFAULT AND

### REMEDIES

Section 901. Event of Default. Each of the following events of default is hereby declared an "Event of Default:"

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a) payment of the principal or Redemption Price, if any, of any Senior Lien Obligation shall not be made when and as the same shall become due, whether at maturity or upon call for redemption or otherwise;

b) payment of any installment of interest on any Senior Lien Obligation shall not be made when the same shall become due;

c) the City shall fail or refuse to comply with the provisions of this Senior Lien Indenture, or shall default in the performance or observance of any the covenants, agreements or conditions on its part contained herein or the Senior Lien Obligations, which materially affects the rights of the owners of the Senior Lien Obligations and such failure, refusal or default shall continue for a period of 45 days after written notice thereof by the Trustee or the owners of not less than 25 percent in principal amount of the Outstanding Senior Lien Obligations; provided, however, that in the case of any such default which can be cured by due diligence but which cannot be cured within the 45 day period, the time to cure shall be extended for such period as may be necessary to remedy the default with all due diligence; or

d) an event of default shall occur and be continuing under the provisions of any Supplemental Indenture.

**Section 902. Remedies.**

(a) Upon the happening and continuance of any Event of Default specified in paragraph (a) or (b) of Section 901, the Trustee shall proceed, or upon the happening and continuance of any Event of Default specified in paragraph (c) or (d) of Section 901 (and as specified in any Supplemental Indenture with respect to additional events of default described thereunder), the Trustee may proceed, and upon the written request of the owners of not less than 25 percent in principal amount of the Outstanding Senior Lien Obligations, shall proceed, in its own name, subject to the provisions of this Section, to protect and enforce its rights and the rights of the owners of the Senior Lien Obligations by such of the following remedies or any additional remedies specified in one or more Supplemental Indentures with respect to a particular Series as the Trustee, being advised by counsel, shall deem most effectual to protect and enforce such rights:

i) by mandamus or other suit, action or proceeding at law or in equity, to enforce all rights of the owners of the Senior Lien Obligations including the right to require the City to receive and collect Revenues adequate to carry out the covenants and agreements as to such Revenues and the pledge contained in Section 204 and to require the City to carry out any other covenant or agreement with the owners of the Senior Lien Obligations and to perform its duties under this Senior Lien Indenture;

ii) by bringing suit upon the Senior Lien Obligations;

iii) by action or suit in equity, require the City to account as if it were the trustee of any express trust for the owners of the Senior Lien Obligations; or

iv) by action or suit in equity, enjoin any acts or things which may be unlawful or in violation of the rights of the owners of the Senior Lien Obligations.

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(b) In the enforcement of any rights and remedies under this Senior Lien Indenture, the Trustee shall be entitled to sue for, enforce payment on and receive any and all amounts then or during any default becoming, and at any time remaining, due from the City but only out of moneys pledged as security for the Senior Lien Obligations for principal, Redemption Price, interest or otherwise, under any provision of this Senior Lien Indenture or any Supplemental Indenture or of the Senior Lien Obligations, and unpaid, with interest on overdue payments at the rate or rates of interest specified in such Senior Lien Obligations, together with any and all costs and expenses of collection and of all proceedings hereunder and under such Senior Lien Obligations without prejudice to any other right or remedy of the Trustee or of the owners of the Senior Lien Obligations, and to recover and enforce a judgment or decree against the City for any portion of such amounts remaining unpaid, with interest, costs and expenses, and to collect from any moneys available under this Senior Lien Indenture for such purpose, in any manner provided by law, the moneys adjudged or decreed to be payable.

**Section 903. Priority of Payments After Default.**

(a) In the event that upon the happening and continuance of any Event of Default, the moneys held by the Trustee shall be insufficient for the payment of principal or Redemption Price, if any, and interest then due on the Senior Lien Obligations, such moneys (other than moneys held for the payment or redemption of particular Senior Lien Obligations which have theretofore become due at maturity or by call for redemption) and any other moneys received or collected by the Trustee acting pursuant to this Article, after making provision for the payment of any expenses necessary in the opinion of the Trustee to protect the interests of the owners of the Senior Lien Obligations and for the payment of the charges and expenses and liabilities incurred and advances made by the Trustee in the performance of its duties under this Senior Lien Indenture, shall, except as otherwise provided with respect to moneys held for the exclusive benefit of Senior Lien Obligations of a particular Series or particular Section 208 Obligations or Section 209 Obligations under the provisions of a Supplemental Indenture, be applied as follows:

FIRST: to the payment to the persons entitled thereto of all installments of interest then due in the order of the maturity of such installments, and, if the amount available shall not be sufficient to pay in full any installment, then to the payment thereof ratably, according to the amounts due on such installment, to the persons entitled thereto, without any discrimination or preference; and

SECOND: to the payment to the persons entitled thereto of the unpaid principal or Redemption Price of any Senior Lien Obligations which shall have become due, whether at maturity or by call for redemption, in the order of their due dates with interest on such Senior Lien Obligations from the respective dates upon which such principal or Redemption Price became due at the rate borne by the Senior Lien Obligations and, if the amounts available shall not be sufficient to pay in full all the Senior Lien Obligations due on any date, then to the payment thereof ratably, according to the amounts of principal or Redemption Price, if any, due on such date, to the persons entitled thereto, without any discrimination or preference.

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(b) Whenever moneys are to be applied by the Trustee pursuant to the provisions of this Section

(b) whenever moneys are to be applied by the Trustee pursuant to the provisions of this section, such moneys shall be applied by the Trustee at such times, and from time to time, as the Trustee in its sole discretion shall determine, having due regard to the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. The deposit of such moneys with the Trustee, or otherwise setting aside such moneys in trust for the proper purpose, shall constitute proper application by the Trustee and the Trustee shall incur no liability whatsoever to the City, to the owner of any Senior Lien Obligation or to any other person for any delay in applying any such moneys, so long as the Trustee acts with reasonable diligence, having due regard for the circumstances, and ultimately applies the same in accordance with such provisions of this Senior Lien Indenture as may be applicable at the time of application by the Trustee. Whenever the Trustee shall exercise such discretion in applying such moneys, it shall fix the date (which shall be a Payment Date unless the Trustee shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such date shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the fixing of any such date. The Trustee shall not be required to make payment to the owner of any unpaid Senior Lien Obligation unless such Senior Lien Obligation shall be presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

Section 904. Termination of Proceedings. In case any proceedings taken by the Trustee on account of any Event of Default shall have been discontinued or abandoned for any reason, then in every such case the City, the Trustee and the owners of the Senior Lien Obligations shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Trustee shall continue as though no such proceeding had been taken.

**Section 905. Direction of Proceedings by Owners of Senior Lien Obligations.**

The owners of the majority in principal amount of the Senior Lien Obligations then Outstanding shall have the right, by an instrument or concurrent instruments in writing executed and delivered to the Trustee, to direct the method of conducting all remedial proceedings to be taken by the Trustee hereunder, except that such direction shall not be otherwise than in accordance with law or the provisions of this Senior Lien Indenture, and that the Trustee shall have the right to decline to follow any such direction which in the opinion of the Trustee would be unjustly prejudicial to owners of the Senior Lien Obligations not parties to such direction.

**Section 906. Limitation on Rights of Owners of Senior Lien Obligations.**

(a) No owner of any Senior Lien Obligation shall have any right to institute any suit, action, mandamus or other proceeding in equity or at law under this Senior Lien Indenture, or for the protection or enforcement of any right or remedy under this Senior Lien Indenture or any right under law unless such owner shall have given to the Trustee written notice of the Event of Default or breach of duty on account of which such suit, action or proceeding is to be taken, and unless the owners of not less than 25 percent in principal amount of the Senior Lien Obligations then Outstanding shall have made written request of the Trustee after the right to exercise such powers or right of action, as the case may be, shall have occurred, and shall have afforded the Trustee a reasonable opportunity either to proceed to exercise the powers herein granted or granted

under law or to institute such action, suit or proceeding in its name and unless, also, there shall have been offered to the Trustee reasonable security and indemnity against the costs, expenses and liabilities to be incurred therein or thereby, and the Trustee shall have refused or neglected to comply with such request within

a reasonable time; and such notification, request and offer of indemnity are hereby declared in every such case (except with respect to the enforcement of credit enhancement devices securing Senior Lien Obligations), at the option of the Trustee, to be conditions precedent to the execution of the powers under this Senior Lien Indenture or for any other remedy under this Senior Lien Indenture or under law. It is understood and intended that no one or more Owners of the Senior Lien Obligations hereby secured shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security of this Senior Lien Indenture, or to enforce any right under this Senior Lien Indenture or under law with respect to the Senior Lien Obligations or this Senior Lien Indenture, except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the benefit of all owners of the Outstanding Senior Lien Obligations.

b) Each owner of any Senior Lien Obligation by his acceptance thereof shall be deemed to have agreed that any court in its discretion may require, in any suit for the enforcement of any right or remedy under this Senior Lien Indenture, or in any suit against the Trustee for any action taken or omitted by it as Trustee, the filing by any party litigant in such suit of an undertaking to pay the reasonable costs of such suit, and that such court may in its discretion assess reasonable costs, including reasonable attorneys' fees, against any party litigant in any such suit, having due regard to the merits and good faith of the claims or defenses made by such party litigant; but the provisions of this paragraph shall not apply to any suit instituted by the Trustee, to any suit instituted by any owner of any Senior Lien Obligation, or group of such owners, holding at least 25% in principal amount of the Senior Lien Obligations Outstanding, or to any suit instituted by the owner of any suit instituted by the owner of any Senior Lien Obligation for the enforcement of the payment of the principal or Redemption Price of or interest on any Senior Lien Obligation on or after the respective due date thereof expressed in such Senior Lien Obligation.

c) Any owner of an Outstanding Insured Obligation may exercise rights under paragraph (a) of this Section only upon the written consent of the Bond Insurer of such Insured Obligation, provided that such consent shall not be required if the rights of such Bond Insurer have ceased and terminated as provided in paragraph (a) of Section 1104.

**Section 907. Possession of Senior Lien Obligations by Trustee Not Required.**

All rights of action under this Senior Lien Indenture or under any of the Senior Lien Obligations enforceable by the Trustee may be enforced by it without the possession of any of the Senior Lien Obligations or the production thereof on the trial or other proceeding relative thereto, and any such suit, action or proceeding instituted by the Trustee shall be brought in its name for the benefit of all the owners of such Senior Lien Obligations, subject to the provisions of this Senior Lien Indenture.

Nothing in this Article contained shall affect or impair the right of the owner of any Senior Lien Obligation to enforce the payment of the principal or Redemption Price, if any, of and interest on his Senior Lien Obligation or the obligation of the City to pay the principal or Redemption Price, if any, of and interest on each Senior Lien Obligation issued under this Senior

Lien Indenture to the owner thereof at the time and place in said Senior Lien Obligation, if any, expressed.



Section 908. Remedies Not Exclusive. No remedy herein conferred upon or reserved to the Trustee or to the owners of the Senior Lien Obligations by this Senior Lien Indenture is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in, addition to any other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

Section 909. No Waiver of Default. No delay or omission by the Trustee or by the owner of any Senior Lien Obligation to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or any acquiescence therein and every power and remedy given by this Senior Lien Indenture to the Trustee and the owners of the Senior Lien Obligations, respectively, may be exercised from time to time and as often as may be deemed expedient.

Section 910. Notice to Owners of Senior Lien Obligations. The Trustee shall give to the owners of the Senior Lien Obligations notice of each Event of Default under this Senior Lien Indenture known to the Trustee within 90 days after knowledge of the occurrence thereof, unless such Event of Default shall have been remedied or cured or necessary moneys provided before the giving of such notice; but, except in the case of default in the payment of the principal or Redemption Price, if any, of or interest on any of the Senior Lien Obligations, the Trustee shall be protected in withholding such notice if and so long as the board of directors, the executive committee, or a trust committee of directors or responsible officers of the Trustee in good faith determines that the withholding of such notice is in the interests of the owners of the Senior Lien Obligations. Each such notice shall be given by the Trustee by mailing written notice thereof: (a) to all registered owners of the Senior Lien Obligations as the names and addresses of such owners appear upon the books for registration and transfer of Senior Lien Obligations as kept by the Trustee or, in the case of Section 208 Obligations or Section 209 Obligations, as set forth in the instrument creating the same, (c) to each Bond Insurer, and (d) to such other persons as is required by law.

## ARTICLE X CONCERNING THE TRUSTEE

Section 1001. Qualification of Trustee. The Trustee hereunder shall be a bank, trust company or national banking association having the powers of a trust company doing business and having an office in the City of Chicago, Illinois.

### Section 1002. Responsibilities of Trustee.

(a) The recitals of fact herein and in the Senior Lien Obligations contained shall be taken as the statements of the City and the Trustee assumes no responsibility for the correctness of the same. The Trustee makes no representations as to the validity or sufficiency of this Senior Lien Indenture or any Supplemental Indenture or of any Senior Lien Obligations issued thereunder or in respect of the security afforded by this Senior Lien Indenture or any

Supplemental Indenture, and the Trustee shall not incur any responsibility in respect thereof. The Trustee shall, however, be responsible for its representation contained in its certificate of authentication on the Senior Lien Obligations. The Trustee shall not be under any responsibility or duty with respect to the issuance of the Senior Lien Obligations for value or the application of the proceeds thereof except to the extent such proceeds are paid to the Trustee in its capacity as Trustee, or the application of any moneys paid to the City or others in accordance with this Senior Lien Indenture or any Supplemental Indenture. The Trustee shall not be under any

obligation or duty to perform any act that would involve it in expense or liability or to institute or defend any action or suit in respect hereof, or to advance any of its own moneys, unless properly indemnified. Subject to the provisions of paragraph (b) of this Section, the Trustee shall not be liable in connection with the performance of its duties hereunder except for its own negligence or willful misconduct.

(b) The Trustee, prior to the occurrence of an Event of Default and after the remedy of all Events of Default that may have occurred; undertakes to perform such duties and only such duties as are specifically set forth in this Senior Lien Indenture and each Supplemental Indenture. In case an Event of Default has occurred and has not been remedied, the Trustee shall exercise such of the rights and powers vested in it by law, this Senior Lien Indenture and each Supplemental Indenture, and shall use the same degree of care and skill in their exercise as a prudent person would exercise or use under the circumstances in the conduct of his or her own affairs. Any provision of this Senior Lien Indenture and any Supplemental Indenture relating to action taken or so to be taken by the Trustee or to evidence upon which the Trustee may rely shall be subject to the provisions of this Section.

Section 1003. Funds Held in Trust and Security Therefor. All moneys held by the Trustee, as such, at any time pursuant to the terms of this Senior Lien Indenture or any Supplemental Indenture shall be and hereby are assigned, transferred and set over unto the Trustee in trust for the purposes and upon the terms and conditions of this Senior Lien Indenture or such Supplemental Indenture. Subject to the provisions of Section 305, all moneys (not including securities) held by the Trustee, as such, may be deposited by the Trustee in its banking department, or with such other banks, trust companies, or national banking associations, each having its principal place of business in the City of Chicago, Illinois, as may be designated by the City and approved by the Trustee. No such funds shall be deposited with any bank, trust company or national banking association, other than the Trustee, in an amount exceeding 25 percent of the amount which an officer of such bank, trust company or national banking association shall certify to the Trustee and the City as the combined capital, surplus and undivided profits of such bank, trust company or national banking association. No such funds shall be deposited or remain on deposit with any bank, trust company or national banking association in excess of the amount insured by the Federal Deposit Insurance Corporation, unless (a) such bank, trust company or national banking association shall have deposited in trust with the trust department of the Trustee or with a Federal Reserve Bank or branch or, with the written approval of the Trustee and the City, pledged to some other bank, trust company or national banking association, for the benefit of the City and the appropriate Fund, Account, sub-fund or sub-account, as collateral security for the moneys deposited, Qualified Collateral having a current market value (exclusive of accrued interest) at least equal to 110% of the amount of such moneys, or (b) in lieu of such collateral

security as to all or any part of such moneys, there shall have been deposited in trust with the trust department of the Trustee, for the benefit of the City and the appropriate Fund, Account, sub-fund or sub-account, and remain in full force and effect as security for such moneys or part thereof, the indemnifying bond or bonds of a surety company or companies qualified as surety for deposits of funds of the United States of America and qualified to transact business in the State of Illinois in a sum at least equal to the amount of such moneys or part thereof. The Trustee shall allow and credit interest on any such moneys held by it at such rate as it customarily allows upon similar moneys of similar size and under similar conditions or as required by law. Interest in respect of moneys or on securities in any Fund, Account, sub-fund or sub-account shall be credited

in each case to the Fund, Account, sub-fund or sub-account in which such moneys or securities are held.

Section 1004. Evidence on which Trustee May Act. The Trustee shall be protected in acting upon any notice, resolution, request, consent, order, certificate, report, opinion, bond or other paper or document believed by it to be genuine, and to have been signed or presented by the proper party or parties. The Trustee may consult with counsel, who may or may not be of counsel to the City, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith. Whenever the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, including payment of moneys out of any Fund or Account, such matter (unless other evidence in respect thereof be herein specifically prescribed) may be deemed to be conclusively proved and established by a Certificate, and such Certificate shall be full warrant for any action taken or suffered in good faith under the provisions of this Senior Lien Indenture or any Supplemental Indenture upon the faith thereof, but in its discretion the Trustee may in lieu thereof accept other evidence of such fact or matter or may require such further or additional evidence as to it may seem reasonable. Except as otherwise expressly provided herein or therein, any request, order, notice or other direction required or permitted to be furnished pursuant to any provision hereof or thereof by the City to the Trustee shall be sufficiently executed if executed in the name of the City by an Authorized Officer.

Section 1005. Compensation and Expenses. The City shall pay to the Trustee from time to time reasonable compensation for all services rendered under this Senior Lien Indenture or any Supplemental Indenture, and also all reasonable expenses, charges, counsel fees and other disbursements, including those of their attorneys, agents and employees incurred in and about the performance of their powers and duties under this Senior Lien Indenture or any Supplemental Indenture, and, except as provided in any Supplemental Indenture, the Trustee shall have a lien therefor on any and all moneys at any time held by it under this Senior Lien Indenture or any Supplemental Indenture. The City further agrees to indemnify and save the Trustee harmless against any liabilities which it may incur in the exercise and performance of its powers and duties hereunder, which are not due to its negligence or default.

Section 1006. Permitted Acts and Functions. The Trustee may become the owner of any Senior Lien Obligations, with the same rights it would have if it were not the Trustee. To the extent permitted by law, the Trustee may act as depository for, and permit any of its officers or directors to act as a member of, or in any other, capacity with respect to, any committee formed to protect the rights of the owners of Senior Lien Obligations or to effect or aid in any reorganization growing out of the enforcement of the Senior Lien Obligations or this Senior Lien

Indenture or any Supplemental Indenture, whether or not any such committee shall represent the owners of a majority in principal amount of the Senior Lien Obligations then Outstanding.

Section 1007. Resignation. The Trustee may at any time resign and be discharged of its duties and obligations created by this Senior Lien Indenture by giving not fewer than 60 days' written notice to the City and mailing notice thereof, to each Bond Insurer and to the owners of Senior Lien Obligations at their addresses shown on the registration books kept by the Trustee within 20 days after the giving of such written notice. Such resignation shall take effect upon the appointment of a successor by the City or the owners of Senior Lien Obligations as herein provided.

Section 1008. Removal. The Trustee may be removed at any time by the owners of a majority in principal amount of the Senior Lien Obligations then Outstanding, excluding any Senior Lien Obligations held by or for the account of the City, by an instrument or concurrent instruments in writing signed and duly acknowledged by such owners of Senior Lien Obligations or by their attorneys duly authorized in writing and delivered to the City. Copies of each such instrument shall be delivered by the City to each Bond Insurer and to the Trustee and any successor. The City may remove the Trustee at any time, except during the existence of an Event of Default, for such cause as shall be determined in the sole discretion of the City by filing with the Trustee an instrument signed by an Authorized Officer and by mailing notice thereof to each Bond Insurer and to the owners of Senior Lien Obligations at their addresses shown on the registration books kept by the Trustee. Any removal of the Trustee shall take effect upon the appointment of a successor Trustee.

Section 1009. Appointment of Successor. In case at any time the Trustee shall resign or shall be removed or shall become incapable of acting, or shall be adjudged a bankrupt or insolvent, or if a receiver, liquidator or conservator of the Trustee or of its property shall be appointed, or if any public officer shall take charge or control of the Trustee or of its property or affairs, a successor may be appointed by the owners of a majority in principal amount of the Senior Lien Obligations then Outstanding, excluding any Senior Lien Obligations held by or for the account of the City, by an instrument or concurrent instruments in writing signed by such owners or their attorneys duly authorized in writing and delivered to such successor Trustee, notification thereof being given to the City, each Bond Insurer and the predecessor Trustee. Pending such appointment, the City shall forthwith appoint a Trustee to fill such vacancy until a successor Trustee (if any) shall be appointed by the owners of Senior Lien Obligations as herein authorized. The City shall mail notice to each Bond Insurer and to owners of Senior Lien Obligations of any such appointment within 20 days after such appointment. Any successor Trustee appointed by the City shall, immediately and without further act, be superseded by a Trustee appointed by the owners of Senior Lien Obligations. If in a proper case no appointment of a successor Trustee shall be made pursuant to the foregoing provisions of this Section within 45 days after the Trustee shall have given to the City written notice of resignation as provided in Section 1007 or after the occurrence of any other event requiring or authorizing such appointment, the Trustee, any Bond Insurer or any owner of Senior Lien Obligations may apply to any court of competent jurisdiction to appoint a successor. Said court may thereupon, after such notice, if any, as said court may deem proper and prescribe, appoint such successor Trustee.

Any Trustee appointed under the provisions of this Section shall be a bank, trust company or national banking association, doing business and having an office in the City of Chicago, Illinois.

Section 1010. Transfer of Rights and Property to Successor. Any successor Trustee appointed under this Senior Lien Indenture shall execute, acknowledge and deliver to its predecessor Trustee, and also to the City, a written instrument of acceptance respecting such appointment, and thereupon such successor Trustee, without any further act, deed or conveyance, shall become fully vested with all moneys, estates, properties, rights, powers, duties and obligations of such predecessor Trustee, with like effect as if originally named as Trustee; but the Trustee ceasing to act shall nevertheless, on the request of the City, or of the successor Trustee, execute, acknowledge and deliver such instruments of conveyance and further assurance and do such other things as may reasonably be required for more fully and certainly vesting and confirming in such successor Trustee all the right, title and interest of the predecessor Trustee in and to any property held by it

under this Senior Lien Indenture, and shall pay over, assign and deliver to the successor Trustee any money or other property subject to the trusts and conditions herein set forth. Should any deed, conveyance or instrument in writing from the City be required by such successor Trustee for more fully and certainly vesting in and confirming to such successor Trustee any such estates, rights, powers and duties, any and all such deeds, conveyances and ' instruments in writing shall, on request, and so far as may be authorized by law, be executed, acknowledged and delivered by the City.

Section 1011. Merger or Consolidation. Any company into which the Trustee may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Trustee may sell or transfer all or substantially all of its corporate trust business, provided such company shall be a bank, trust company or national banking association which is qualified to be a successor to the Trustee under Section 1009 and shall be authorized by law to perform all the duties imposed upon it by this Senior Lien Indenture and any Supplemental Indenture, shall be the successor to the Trustee without the execution or filing of any paper or the performance of any further act.

Section 1012. Adoption of Authentication. In case any of the Senior Lien Obligations contemplated to be issued under this Senior Lien Indenture shall have been authenticated but not delivered, any successor Trustee may adopt the certificate of authentication of any predecessor Trustee so authenticating such Senior Lien Obligations and deliver such Senior Lien Obligations so authenticated, and in case any of the said Senior Lien Obligations shall not have been authenticated, any successor Trustee may authenticate such Senior Lien Obligations in the name of the predecessor Trustee, or in the name of the successor Trustee, and in all such cases such certificate shall have the full force which it is anywhere in said Senior Lien Obligations or in this Senior Lien Indenture provided that the certificate of the Trustee shall have.

Section 1013. Evidence of Signatures of Owners and Ownership of Senior

Lien Obligations, (a) Any request, consent or other instrument which this Senior Lien Indenture may require or permit to be signed and executed by the owners of Senior Lien Obligations may be in one or more instruments of similar tenor, and shall be signed or executed by such owners in person or by their attorneys appointed in writing. Proof of (i) the execution of

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any such instrument, or of an instrument appointing any such attorney, or (ii) the ownership by any person of the Senior Lien Obligations, shall be sufficient for any purpose of this Senior Lien Indenture (except as otherwise herein expressly provided) if made in the following manner, but the Trustee may nevertheless in its discretion require further or other proof in cases where it deems the same desirable:

- 1) The fact and date of the execution by any owner or his attorney of such instrument may be proved by the certificate, which need not be acknowledged or verified, of an officer of a bank or trust company satisfactory to the Trustee or of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the jurisdiction in which he purports to act, that the person signing such request or other instrument acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer.

2) The authority of the person or persons executing any such instrument on behalf of a corporate owner of Senior Lien Obligations may be established without further proof if such instrument is signed by a person purporting to be the president or vice president of such corporation with a corporate seal affixed and attested by a person purporting to be its secretary or an assistant secretary.

(b) The ownership of Senior Lien Obligations and the amount, numbers and other identification, and date of ownership of the same shall be proved by the registry books. Any request consent or vote of the owner of any Senior Lien Obligation shall bind all future owners of such Senior Lien Obligation in respect of anything done or suffered to be done by the City or the Trustee in accordance therewith.

Section 1014. Preservation and Inspection of Documents. All documents received by the Trustee under the provisions of this Senior Lien Indenture shall be retained in its possession and shall be subject at all reasonable times to the inspection of the City, any Bond Insurer and any owner of Senior Lien Obligations and their agents and their representatives, any. Of whom may make copies thereof.

## ARTICLE XI

### MISCELLANEOUS Section 1101.

#### **Defeasance.**

(a) If the City shall pay or cause to be paid to the owners of all Senior Lien Obligations, the principal and interest and Redemption Price, if any, to become due thereon, at the times and in the manner stipulated therein, in this Senior Lien Indenture, the Supplemental Indentures creating such Senior Lien Obligations and the instruments creating Section 208 Obligations and Section 209 Obligations, then the pledge contained in Section 204 and all other rights granted hereby, shall be discharged and satisfied, in such event, the Trustee shall, upon the request of the City expressed in a Certificate, execute and deliver to the City all such instruments as may be desirable to evidence such discharge and satisfaction and the Trustee shall pay over or deliver to the City all Accounts, Funds and other moneys or securities held by them pursuant to

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this Senior Lien Indenture and such Supplemental Indentures which are not required for the payment or redemption of Senior Lien Obligations not theretofore surrendered for such payment or redemption.

(b) Any Senior Lien Obligations or interest installments appertaining thereto, whether at or prior to the maturity or the redemption date of such Senior Lien Obligations, shall be deemed to have been paid within the meaning and with the effect expressed in paragraph (a) of this Section if (i) in case any such Senior Lien Obligations are to be redeemed prior to the maturity thereof, there shall have been taken all action necessary to call such Senior Lien Obligations for redemption and notice of such redemption shall have been duly given or provision satisfactory to the Trustee shall have been made for the giving of such notice, (ii) there shall have been deposited with the Trustee by or on behalf of the City either moneys in an amount which shall be sufficient, or Defeasance Obligations the principal of and the interest on which when due (without reinvestment thereof) will provide moneys which, together with the moneys, if any, on deposit with the Trustee at the same time, shall be sufficient, to pay when due the principal or Redemption Price, if applicable, and interest due and to become due on said Senior Lien Obligations on and prior to the redemption date or maturity date thereof. as the case may be and (iii) in the event said Senior Lien Obligations are not by their

terms subject to redemption within the next succeeding 45 days, the City shall have given the Trustee, in form satisfactory to it, irrevocable instructions to mail, as soon as practicable, a notice to the owners of such Senior Lien Obligations that the deposit required by clause (ii) above has been made with the Trustee and that said Senior Lien Obligations are deemed to have been paid in accordance with this Section and stating such maturity or redemption date upon which moneys are to be available for the payment of the principal or Redemption Price, if any, of, and accrued interest on, said Senior Lien Obligations. Except as provided in paragraph (e) of this Section, neither the Defeasance Obligations or any moneys so deposited with the Trustee nor any moneys received by the Trustee on account of principal of or interest on said Defeasance Obligations shall be withdrawn or used for any purpose other than, and all such moneys shall be held in trust for and be applied to, the payment, when due, of the principal or Redemption Price of the Senior Lien Obligations for the payment or redemption of which they were deposited and the interest accrued thereon to the date of maturity or redemption.

c) No defeasance of a Senior Lien Obligation that is to be paid more than 90 days after the date of the deposit referred to in clause (ii) of paragraph (b) of this Section shall be effective until the Trustee shall have received a verification report signed by an Independent Accountant that the Defeasance Obligations and moneys to be deposited for such purpose are sufficient to pay the principal and Redemption Price of, and interest on, all Senior Lien Obligations with respect to which provision for payment is to be made pursuant to this Section by virtue of the deposit of such Defeasance Obligations and moneys.

d) In the event that the principal of and interest on all Insured Obligations shall be paid by Bond Insurers pursuant to the terms of Bond Insurance Policies, the pledge of revenues, securities and funds and all other covenants, agreements and other obligations of the City to the owners of Insured Obligations shall continue to exist and each Bond Insurer shall be fully subrogated to the rights of such owners.

(e) Defeasance Obligations and moneys held pursuant to this Section may be withdrawn by the City provided that there is substituted in place of such Defeasance Obligations and moneys other Defeasance Obligations and moneys sufficient for the purposes of this Section and, provided further that, prior to such substitution there is filed with the Trustee (i) a verification report signed by an Independent Accountant that the Defeasance Obligations and moneys, as substituted, are sufficient to pay the principal and Redemption Price of, and interest on, all Senior Lien Obligations with respect to which provision for payment was made by deposit of such substituted Defeasance Obligations pursuant to the provisions of this Section and (ii) an opinion of Bond Counsel to the effect that such substitution has been duly authorized in accordance with this Senior Lien Indenture and will not affect adversely the tax-exempt status of any Senior Lien Obligations previously authenticated and delivered under this Senior Lien Indenture.

**Section 1102. Funds Held for Particular Senior Lien Obligations.**

a) The amounts held by the Trustee for the payment of the interest, principal or Redemption Price or accrued interest due on any date with respect to particular Senior Lien Obligations shall, on and after such date and pending such payment, be set aside on its books and held in trust by it for the owners of the Senior Lien Obligations entitled thereto and for the purposes of this Senior Lien Indenture, such interest, principal or Redemption Price, after the due date thereof, shall no longer be considered to be unpaid.

b) If, through the deposit of moneys by the City or otherwise, the Trustee shall hold, pursuant to this Senior Lien Indenture, moneys sufficient to pay the principal and interest to maturity on all Outstanding Senior Lien Obligations, or in the case of Senior Lien Obligations in respect of which the City shall have taken all action necessary to redeem prior to maturity, sufficient to pay the Redemption Price and interest to such redemption date, then at the request of the City all moneys held by the Trustee, shall be held for the payment or redemption of Outstanding Senior Lien Obligations.

c) Unless otherwise specified in any Supplemental Indenture securing Senior Lien Obligations, any moneys held by the Trustee in trust for the payment and discharge of any of the Senior Lien Obligations which remain unclaimed for six years after the date when all of the Senior Lien Obligations have become due and payable, either at their stated maturity dates or by call for earlier redemption, if such moneys were held by the Trustee at such date, or for six years after the date of deposit of such moneys if deposited with the Trustee after the said date when all of the Senior Lien Obligations became due and payable, shall, at the written request of the City, be repaid by the Trustee to the City, as its absolute property and free from trust, and the Trustee shall thereupon be released and discharged.

Section 1103. No Recourse Under Senior Lien Indenture or on Senior Lien Obligations. All covenants, stipulations, promises, agreements and obligations of the City contained in this Senior Lien Indenture or any Supplemental Indenture shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any officer or employee of the City in his individual capacity, and no recourse shall be had for the payment of the principal or Redemption Price of or interest on the Senior Lien Obligations or for any claim based thereon or on this Senior Lien Indenture or any Supplemental Indenture against any officer or employee of the City or any natural person executing the Senior Lien Obligations.

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#### **Section 1104. Rights of Bond Insurers.**

(a) All rights of any Bond Insurer under Article VII, Article VIII and Article IX shall cease and terminate if: (i) such Bond Insurer has failed to make any payment under its Bond Insurance Policy; (ii) such Bond Insurance Policy shall cease to be valid and binding on such Bond Insurer or shall be declared to be null and void, or the validity or enforceability of any provision thereof is being contested by such Bond Insurer, or such Bond Insurer is denying further liability or obligation under such Bond Insurance Policy; (iii) a petition has been filed and is pending against such Bond Insurer under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution, liquidation or rehabilitation law of any jurisdiction, and has not been dismissed within sixty days after such filing; (iv) such Bond Insurer has filed a petition, which is still pending, in voluntary bankruptcy or is seeking relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution, liquidation or rehabilitation law of any jurisdiction, or has consented to the filing of any petition against it under any such law; or (v) a receiver has been appointed for such Bond Insurer under the insurance laws of any jurisdiction.

(b) As long as any Bond Insurance Policy shall be in full force and effect, the City and the Trustee shall comply with all provisions of the Bond Insurance Policy.

Section 1105. No Pledge of Taxing Power. No provision of this Senior Lien Indenture shall be construed as a pledge of the general credit or taxing power of the City. The City's obligations hereunder are



payable solely from Revenues and Other Available Moneys derived by the City from the Airport, and no obligation of the City hereunder shall be required to be satisfied from any other source.

Section 1106. Notices. Except as otherwise provided herein, all notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given to the parties required hereunder to receive such notice, certificate or communication when mailed by registered mail, postage prepaid, addressed as follows:

If to the City: City of Chicago  
Office of Chief Financial Officer Room 501,  
City Hall 121 North LaSalle Street Chicago,  
Illinois 60602

Attention: Chief Financial Officer

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With a copy to: City of Chicago  
Department of Aviation Chicago-O'Hare International  
Airport Terminal 2 - E/F Mezzanine P.O. Box 66142  
Chicago, Illinois 60666

Attention: Commissioner of the Department of Aviation

If to the Trustee: The Bank of New York Mellon Trust Company,  
N.A.  
2 North LaSalle Street, Suite 1020 Chicago, Illinois  
60602

Attention: Corporate Trust Department

In case by reason of the suspension of mail service, it shall be impracticable to give notice by mail of any event to the owners of any Senior Lien Obligations, to the City, to the Trustee, to any Bond Insurer or to any other person to whom such notice is required to be mailed by the provisions of this Senior Lien Indenture or any Supplemental Indenture, then any manner of giving such notice as shall be satisfactory to the Trustee shall be deemed to be sufficient giving of notice.

Section 1107. Counterparts. This Senior Lien Indenture may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 1108. Applicable Law. This Senior Lien Indenture shall be governed exclusively by and construed in accordance with the laws of the State of Illinois applicable to contracts made and to be performed in the State of Illinois.

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IN WITNESS WHEREOF, the City has caused these presents to be signed in its name and behalf by its Chief Financial Officer and its official seal to be hereunto affixed and attested by its City Clerk; and to evidence its acceptance of the trusts hereby created the Trustee has caused these presents to be signed in its name and behalf by one of its Authorized Signatories, its corporate seal to be hereunto affixed, and the same to be attested by one of its Authorized Signatories, all as of the first day of [        ], 20[    ].

CITY OF CHICAGO

By.

Chief Financial Officer

(SEAL) Attest:

THE BANK OF NEW YORK MELLON TRUST COMPANY,  
N.A., as Trustee

By. \_\_\_\_\_  
Authorized Signatory

(SEAL) Attest:

Authorized Signatory