



# Office of the City Clerk

City Hall  
121 N. LaSalle St.  
Room 107  
Chicago, IL 60602  
[www.chicityclerk.com](http://www.chicityclerk.com)

## Legislation Text

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**File #:** F2020-6, **Version:** 1

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Department of Finance city of chicago

January 30, 2020

Andrea M. Valencia City Clerk  
121 North LaSalle Street City Hall - Room 107 Chicago,  
IL 60602

RE: City of Chicago \$466,495,000 General Obligation Bonds, Refunding  
Series 2020A (the "Bonds")

Dear Ms. Valencia,

Attached is the Notification of Sale to the City Council certificate which is required to be filed with your office pursuant to Part B, Article III, Section 3.1(h) of the ordinance adopted by the City Council of the City of Chicago (the "City Council") on November 26, 2019. Executed copies of the Bond Purchase Agreement, the Office Statement and the Trust Indenture for the Bonds are also included.

Please direct this filing to the City Council.

Very truly yours,

Jennie Huang Bennett Chief Financial Officer

STATE OF ILLINOIS)

)SS

COUNTY OF COOK )

## NOTIFICATION OF SALE

### **CITY OF CHICAGO \$466,495,000 General Obligation Bonds, Refunding Series 2020A**

To: The City Council of the City of Chicago

*Please be advised that responsive to authority contained in an Ordinance (the "Ordinance") adopted by the City Council (the "City Council") of the City of Chicago (the "City") on November 26, 2019, authorizing the issuance of up to \$1,500,000,000 aggregate principal amount of general obligation bonds of the City a Bond Purchase Agreement dated January 16, 2020 (the "Bond Purchase Agreement"), providing for the sale of \$466,495,000 aggregate principal amount of General Obligation Bonds, Refunding Series 2020A (the "Bonds"), was entered into by me as the Chief Financial Officer of the City, with the concurrence of the Chairman of the Committee on Finance of the City Council of the City, and the purchasers thereof named below (the "Underwriters"). The Bonds are being issued pursuant to the terms of a trust indenture dated as of January 1, 2020 (the "Indenture"), by and between the City and Zions Bancorporation, National Association, Chicago, Illinois, as Trustee, Bond Registrar and Paying Agent for the Bonds (the "Trustee").*

The Bonds were sold at a purchase price equal to \$552,570,831.28 (which represents the aggregate principal amount of the Bonds less an Underwriters' discount of \$3,341,729.97 plus original issue premium of \$89,417,561.25). The Underwriters for the Bonds are J.P. Morgan Securities LLC, Cabrera Capital Markets LLC, Goldman Sachs & Co. LLC, Sibert Williams Shank & Co., LLC, RBC Capital Markets, Stifel Nicolas & Co., BofA Securities, Inc., Estrada Hinojsa & Company, Harvestons Securities, Inc., Loop Capital Markets, LLC, Melvin Securities, LLC and Rice Financial Products Company. The compensation (including all fees) of \$3,341,729.97 being paid to the Underwriters in connection with the sale of the Bonds represents less than five percent (5%) of the aggregate principal amount of the Bonds.

Capitalized terms used herein without definition shall have the meanings assigned to such terms in the Ordinance.

The proceeds of the Bonds will be used to (i) refund all of the City's outstanding General Obligation Bonds, Series 2007G (Modern Schools Across Chicago Program); (ii) refund all of the City's outstanding General Obligation Bonds, Series 2007K (Modern Schools Across Chicago Program); (iii) refund all of the of the City's outstanding General Obligation Bonds, Project and Refunding Series 2007A; (iv) refund \$237,740,000 of the City's outstanding General

Obligation Bonds, Refunding Series, 2009A; (v) fund certain capitalized interest on the Bonds; and (iv) pay costs of issuance of the Bonds.

Attached hereto as Exhibits 1 through 3, respectively, are executed copies of the Bond Purchase Agreement, the Official Statement dated January 16, 2020 and the Indenture pursuant to which, the Bonds are being issued.

Pursuant to Part B, Article III, Section 3.1(h) of the Ordinance, the undersigned hereby makes the following determinations: (i) (a) the series designation of the Bonds are set forth in the first paragraph hereof; (b) the aggregate principal amount of the Bonds is \$466,495,000, (c) the Bonds are issued in denominations of \$5,000 or any integral multiple thereof, and (c) the Bonds mature and are subject to redemption as set forth in Schedule I attached hereto; (ii) the principal amounts on the Bonds are set forth in Schedule I attached hereto; (iii) the interest rates on the Bonds are set forth in Schedule I attached hereto, (iv) the specific maturities, series and amounts of the Refunded Bonds to be refunded with proceeds of Bonds are set forth in Schedule II attached hereto; (v) the date on and price at which the Refunded Bonds shall be redeemed is set forth in Schedule II attached hereto; (vi) no bond insurance policies are being issued in connection with the issuance of the Bonds; (vii) the Underwriters of the Bonds are as set forth above in the second paragraph hereof; (viii) the Trustee identified in the first paragraph hereof shall serve as Bond Registrar and Paying Agent;; (ix) the compensation paid to the Underwriters in connection with the sale of the Bonds is set forth in the second paragraph hereof; (ix) the Bonds are issued in book-entry form; the book entry depository is The Depository Trust Company, (x) the sale price of the Bonds is as set forth in the second paragraph of this Notification of Sale, and such price with respect to the Bonds is not less than 85 percent (85%) of the principal amount of the Bonds; and (xi) provisions relating to the transfer or exchange of Bonds are set forth in the Indenture.

IN WITNESS WHEREOF, I have set my hand this 30<sup>th</sup> day of January 2020

## **CITY OF CHICAGO**

Jennie~Huaifg Bennett Chief Financial Officer

### **Exhibit 1 Bond Purchase Agreement**

### **Exhibit 2**

### **Official Statement Dated January 16,2020**

### **Exhibit 3 Trust Indenture**

### **Schedule I**

### **Terms Of Bonds**

- i.
2. 3.

Aggregate Principal Amount: \$466,495,000

Date of Issuance (Expected to be January 30, 2020)

Maturities, Principal Amounts, Interest Rates, Prices and CUSIP Numbers:

**\$466,495,000 City of Chicago General Obligation Bonds,  
Refunding Series 2020A**

**Maturity (January I)**

2021	2021	2022	2022	2023	2023	2024	2024	2025	2025	2026	2026	2027	2028	2029
2030	2031	2032												

**Principal Amount**

\$3,345,000	700,000	3,460,000	710,000	3,635,000	730,000	3,040,000	850,000	40,600,000	195,000	51,225,000	195,000	83,920,000		
								77,800,000	91,925,000	84,165,000	15,760,000	4,240,000		

**Interest Rate**

5.00%
3.00
5.00
3.00
5.00
3.00
5.00
3.00
5.00
3.00
5.00
3.00
5.00
3.00
5.00
5.00
5.00
5.00
5.00
5.00

**Yield**

1.51%
1.51
1.62
1.62
1.73
1.73
1.85
1.85
1.98
1.98
2.10
2.10
2.17
2.24
2.31
2.38
2.45
2.49

**Price**

103.173%

101.354  
106.361  
102.596  
109.269  
103.599  
111.854  
104.327  
114.088  
104.757  
116.061  
104.984  
118.090  
119.924  
121.568  
123.025  
122.332\*  
121.939\*

**CUSIP**

167486E47 167486E54 167486E62 167486E70 167486E88 167486E96 167486F38 167486F20 167486F46 167486F53 167486F79  
167486F61 167486F87 167486G29 167486G37 167486G45 167486G52 167486G60

\* Priced to call January 1, 2030.

Redemption. The 2020A Bonds are subject to both optional redemption prior to maturity, as described below. The 2020A Bonds shall be redeemed only in principal amounts of \$5,000 and integral multiples thereof ("Authorized Denominations"). The Bonds are not subject to mandatory redemption.

*Optional Redemption of 2020A Bonds.*

The 2020A Bonds maturing on or after January 1, 2031 are subject to redemption prior to maturity at the option of the City, in whole or in part, on any date on or after January 1, 2030, and if less than all of the outstanding Bonds of a single maturity are to be redeemed, the Bonds called shall be called by lot, in such principal amounts and from such maturities as the City shall determine, at a redemption price equal to the principal amount of the Bonds being redeemed plus accrues interest to the date fixed for redemption.

## **Schedule II**

### **Payment of Outstanding Indebtedness**

**\$14,250,000 General Obligation Bonds, Series 2007G (Modern Schools Across Chicago Program)**

Principal Amount: \$14,250,000

Interest Rate: 5.00%

Maturity Date: December 1, 2024

**\$3,435,000 General Obligation Bonds, Series 2007K (Modern Schools Across Chicago Program)**

Principal Amount: \$3,435,000

Interest Rate: 4.25%

Maturity Date: December 1, 2026

**\$229,295,000 General Obligation Bonds, Project and Refunding Series 2007A**

Maturity (January 1)	Principal Amount	Interest Rate
2026	\$20,475,000	5.00%
2026	6,265,000	4.25
2027	38,430,000	5.00
2027	202,955,775,000	5.00
2032	15,680,000	5.00
2033	9,435,000	5.00
2033	203,783,235,000	5.00

**\$237,740,000 General Obligation Bonds, Refunding Series 2009A**

Maturity (January 1)	Principal Amount	Interest Rate
2024	\$ 6,640,000	5.00%
2025	14,390,000	5.00
2025	17,935,000	5.00
2026	4,750,000	5.00
2026	53,805,000	5.00
2027	1,290,000	4.25
2027	60,135,000	5.00
2028	64,545,000	5.00
2029	14,250,000	5.00

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**NOTIFICATION                      OF                      SALE                      AND                      BOND  
ORDINANCE**

The foregoing Notification of Sale relating to \$466,495,000 aggregate principal amount of General Obligation Bonds, Refunding Series 2020A of the City of Chicago (the "City") and the Ordinance adopted by the City Council of the City on November 26, 2019, authorizing the issuance of up to \$1,500,000,000 aggregate principal amount of general obligation bonds of the City have been filed in my office as City Clerk of the City and are part of the official files and records of my office.

IN WITNESS WHEREOF, I have hereunto affixed my signature and caused to be affixed hereto the corporate seal of the City this            day of January, 2020.

Andrea M. Valencia City Clerk

[SEAL]

Signature Page to Acknowledgement of Filing  
Notification of Sale

Trust Indenture

by and between

City of Chicago and

Zions Bancorporation, National Association, as Trustee



Securing City of Chicago General Obligation Bonds, Refunding Series 2020A

Dated as of January 1, 2020

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for convenience of reference)

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### Trust Indenture

This Trust Indenture, made and entered into as of January 1, 2020 (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 Zions Bancorporation, National Association (the "Trustee"), a national banking association 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 November 26, 2019 (the "Bond Ordinance") the City duly authorized the issuance and sale of its General Obligation Bonds, Refunding Series 2020A (the "Bonds") in order to provide the funds, together with other available funds, for the purposes of (i) funding the payment, at or prior to maturity, of the principal of, interest on, and redemption premium, if any, of certain Outstanding City Bonds, as defined in the Bond Ordinance (collectively, the "Refunded Bonds"); (ii) paying costs of issuance, including underwriters discount, (iii) funding certain capitalized interest on the Bonds, and (iv) paying for certain credit enhancements (including, but not limited to, premiums for the purchase of policies of municipal bond insurance with respect to the Bonds); 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 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 Bonds and of this Indenture have in all respects been duly authorized and all things necessary to make such 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 Bonds, and the Trustee's Certificate of Authentication to be endorsed on such 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 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 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

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 subject to application thereof in accordance with such terms, 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; 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 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 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 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 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 Bonds as follows:

**ARTICLE I Definitions and General Matters**

Section 1.01. 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 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 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.

"Bondholder" "holder" or "owner of the Bonds" means the Registered Owner or Beneficial Owner of any 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 Bonds.

"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.

"Bonds" means the General Obligation Bonds, Refunding Series 2020A issued pursuant to Section 2.01.

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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" means the account of that name established within the Bond Fund, as described in Section 4.03.

"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 of the City.

"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 January 30, 2020, the date of issuance and delivery of the 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: Federal Home Loan Mortgage Corp. debt obligations, Farm Credit System debt obligations, Federal Home Loan Banks debt obligations, Fannie Mae debt obligations, Financing Corp. debt obligations, Resolution Funding Corp. debt obligations, and U.S. Agency for International Development 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

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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 Bonds for payment or transfers:*

Zions Bancorporation, National Association, Corporate Trust  
Services, Zions Bank Division 111 West Washington Street,  
Suite 1860 Chicago, IL 60602

"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.

"Expense Fund" means the fund of that name established and described in Section 4.04 hereof.

"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 January 1 and July 1. The initial Interest Payment Date shall be July 1, 2020.

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

"Kroll" means Kroll Bond Rating Agency, Inc. 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.



"Lawrence/Kedzie TIF Account" means the account of that name established within the Bond Fund, as described in Section 4.03.

"Lawrence/Kedzie TIF Bonds" means the \$13,480,000 aggregate principal amount of the Bonds more particularly described as follows:

Maturity (January!)	Principal Amount	Interest Rate	CUSIP Number
2021	\$3,345,000	5.00%	167486 E47
2022	3,460,000	5.00	167486 E62
2023	3,635,000	5.00	167486 E88
2024	3,040,000	5.00	167486 F38

"Maturity Date" means, for the Bonds of each specified maturity, the applicable maturity date set forth in Section 2.02.

"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 Bonds, such as rating agencies and entities providing financial market information to be used in connection with the structuring and sale of the Bonds, as defined in Section 2.2(a) of Part B 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 Bonds, all of such obligations issued under this Indenture that are unpaid, provided that such term does not include:

a) 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 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) 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 Bonds;

d) Bonds in lieu of or in exchange or substitution for which other Bonds shall have been authenticated and delivered pursuant to this Indenture; and

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(e) Bonds owned by the City and tendered to the Trustee for cancellation.

"Outstanding City Bonds" 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.

"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.

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"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.

"Principal and Interest Account Requirement" means an amount, equal to the total principal installment and interest due on the Bonds as of each January 1 and July 1, which amount shall be on deposit in the Principal and Interest Account not later than the Deposit Date for such Interest Payment Date.

"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 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 Bonds at the request of the City.

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

"Refunded Bonds" means the following Outstanding City Bonds:

**\$14,250,000 General Obligation Bonds, Series 2007G (Modern  
Schools Across Chicago Program)**

Principal Amount: \$14,250,000  
Interest Rate: 5.00%  
Maturity Date: December 1, 2024

**\$3,435,000 General Obligation Bonds, Series 2007K (Modern  
Schools Across Chicago Program)**

Principal Amount: \$3,435,000  
Interest Rate: 4.25%  
Maturity Date: December 1, 2026

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**\$229,295,000 General Obligation Bonds, Project and Refunding Series 2007A**

Maturity (January 1)	Principal Amount	Interest Rate
2026	\$20,475,000	5.00%
2026	6,265,000	4.25
2027	38,430,000	5.00
2027	20,955,775,000	5.00
2032	15,680,000	5.00
2033	9,435,000	5.00
2033	20,378,235,000	5.00

**\$237,740,000 General Obligation Bonds, Refunding Series 2009A**

Maturity (January 1)	Principal Amount	Interest Rate
2024	\$ 6,640,000	5.00%
2025	14,390,000	5.00
2025	17,935,000	5.00
2026	4,750,000	5.00
2026	53,805,000	5.00
2027	1,290,000	4.25
2027	60,135,000	5.00
2028	64,545,000	5.00
2029	14,250,000	5.00

"Refunding Purposes" means the refunding of the Refunded Bonds.

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

"Touhy/Western TIF Account" means the account of that name established within the Bond Fund, as described in Section 4.03.

"Touhy/Western TIF Bonds" means the \$3,380,000 aggregate principal amount of the Bonds more particularly described as follows:

Maturity (January 1)	Principal Amount	Interest Rate	CUSIP Number
2021	\$700,000	3.00%	167486 E54
2022	710,000	3.00	167486 E70
2023	730,000	3.00	167486 E96
2024	850,000	3.00	167486 F20
2025	195,000	3.00	167486 F53
2026	195,000	3.00	167486 F61

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

"Trustee" means Zions Bancorporation, National Association, Chicago, Illinois, a national banking association with trust powers, 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.

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 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 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 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 Bonds. The City covenants and agrees with the Owners of 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 Bonds.

## ARTICLE II The Bonds

Section 2.01. Authority for and Issuance of Bonds. The 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 Bonds may be issued under the provisions of this Indenture except in accordance with this Article. Except as provided in Section 2.07, the total principal amount of Bonds that may be issued hereunder is expressly limited to \$466,495,000.

Section 2.02. General Terms of Bonds, (a) The Bonds shall constitute a single series in the aggregate principal amount of \$466,495,000, and be designated "City of Chicago General Obligation Bonds, Refunding Series 2020A" and shall be issued as fully registered bonds, without coupons, in Authorized Denominations substantially in the form attached as Exhibit A thereto. Unless the City shall otherwise direct, the Bonds shall be lettered and numbered from R-1 and upwards. Each 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 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 Bond is paid, such interest being payable on January 1 and July 1 of each year, commencing on July 1, 2020. Interest on each Bond shall be paid to the person in whose name such 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 Bonds, by wire transfer of immediately available funds to such bank in the continental United States of America as the registered owner of such Bonds shall request in writing to the Trustee.

c) The principal of the 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 Bonds shall mature on January 1 in each year shown in the following table in the respective principal amount set forth opposite each such year. The 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 Bonds shall be paid in arrears on each Interest Payment Date. Interest on the Bonds shall be computed upon the basis of a 360 day year consisting of twelve 30 day months.

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Year Principal (January 1) Amount

Interest Rate

2021	2021	2022	2022	2023	2023	2024	2024	2025	2025	2026	2026	2027
2028	2029	2030	2031	2032								
\$ 3,345,000	700,000	3,460,000	710,000	3,635,000	730,000	3,040,000						
		850,000	40,600,000	195,000	51,225,000	195,000						

83,920,000 77,800,000 91,925,000 84,165,000 15,760,000 4,240,000

5.00%

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Section 2.03. Execution. The seal of the City or a facsimile thereof shall be affixed to or printed on each of the Bonds, and the 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 Bond shall cease to be such officer before the delivery of such 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 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 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 Bond shall be conclusive evidence that such Bond has been authenticated and delivered under the Bond Ordinance and this Indenture. The certificate of authentication on any 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 Bonds issued hereunder.

Section 2.05. Form of Bonds; Temporary Bonds. The 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.

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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 2.06. Delivery of Bonds. Upon the execution and delivery of this 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 Bond Ordinance;
- 2) an original executed counterpart 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 Bonds have been satisfied.

Section 2.07. Mutilated, Lost, Stolen or Destroyed Bonds. If any 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 Trustee may authenticate a new 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 Bond, such mutilated Bond shall first be surrendered to the Trustee, and (ii) in the case of any lost Bond or 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 Bond shall have matured or is about to mature, or has been called for redemption, instead of issuing a duplicate 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 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 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,

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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 paragraph (c) of this Section, upon surrender for registration of transfer of any 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 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, Bonds may be exchanged at the Designated Corporate Trust Office of the Trustee for a like aggregate principal amount of 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 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 Bonds, except that no such payment may be required in the case of the issuance of a Bond or Bonds for the unredeemed portion of a Bond surrendered for redemption.

c) The Trustee shall not be required to transfer or exchange any 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.

d) Bonds delivered upon any registration of transfer or exchange as provided herein or as provided in Section 2.07 shall be valid general obligations of the City, evidencing the same debt as the 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 Bond surrendered. The City and the Trustee may treat the Registered Owner of any Bond as the absolute owner thereof for all purposes, whether or not such 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 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. Required Information in Bond Form. On each date on which the Trustee authenticates and delivers a Bond, it shall complete the information required to be inserted by the Bond form and shall keep a record of such information.

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Section 2. JO. Cancellation. Any 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 Bonds, the City shall deliver such Bonds to the Trustee for cancellation and the Trustee shall cancel the same. Certification of Bonds canceled by the Trustee shall be made to the City. Canceled 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 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 Bonds shall be subject to the operational arrangements of DTC in effect from time to time.

a) 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, premium, if any, and interest on the Bonds is due as set forth in this Indenture and 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. 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) 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 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) of this paragraph, 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) If, following a determination or event specified in paragraph (b) of this Section, 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. Any such 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 Bonds by check mailed to each Registered Owner at the address of such Registered Owner as it appears on the

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Bond Register 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 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 Designated Corporate Trust Office of the Trustee.

d) 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.

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 Bonds, as nominee of DTC, references herein to

the Registered Owners of the Bonds shall mean Cede & Co. and shall not mean the Beneficial Owners of the Bonds.

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

i) selection of Bonds to be redeemed upon partial redemption or presentation of Bonds to the Trustee upon partial redemption, shall be deemed made when the right to exercise ownership rights in such Bonds through DTC or DTC's Participants is transferred by DTC on its books;

ii) any notices of the interest rate on the 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 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 Bonds through DTC or its Participants.

### **ARTICLE III Redemption of**

#### **Bonds**

Section 3.01. Optional Redemption. The Bonds maturing on or after January 1, 2031 shall be subject to redemption prior to their Maturity Date at the option of the City, on any date occurring on or after January 1, 2030, in such principal amounts and from such maturities and

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interest rates as the City shall determine and by lot within a single maturity and interest rate, at a Redemption Price of 100% 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 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 Bonds from gross income for federal income tax purposes.

No redemption of less than all of the Bonds Outstanding shall be made unless the aggregate principal amount of Bonds to be redeemed is equal to \$5,000 multiples. Any redemption of less than all of the Bonds Outstanding shall be made in such a manner that all Bonds Outstanding after such redemption are in Authorized Denominations. If fewer than all Bonds Outstanding are to be optionally redeemed, the Bonds to be called shall be called from such maturities and interest rates as may be determined by an Authorized Officer.

Bonds may be called for redemption by the Trustee 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 a written request of the City requesting such redemption.

In lieu of redeeming Bonds, the Trustee may, at the request of the City, use such funds available

hereunder for redemption of Bonds to purchase Bonds in the open market at a price not exceeding the Redemption Price then applicable hereunder. Any 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.

Section 3.02. Notice of Redemption, (a) Unless waived by any owner of 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 Bond or 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 Bond shall not affect the validity of the proceedings for the redemption of any other 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 Bonds to be redeemed,
- 2) the redemption date,
- 3) the Redemption Price,
- 4) if less than all outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts and interest rates) of the Bonds to be redeemed,

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5) that on the redemption date the Redemption Price will become due and payable upon each such 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 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) 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 Bonds. If such moneys are not so received, such redemption notice shall be of no force and effect, the City shall not redeem such 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 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 Bonds, the City shall deposit with the Trustee an amount of money sufficient to pay the Redemption Price of all the Bonds or portions thereof which are to be redeemed on that date.

c) Notice of redemption having been given as aforesaid, the 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 Bonds, or portions thereof, shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with said notice, such 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 Bond, there shall be prepared for the Registered Owner a new Bond or Bonds of the same interest rate and maturity in the amount of the unpaid principal.

d) If any 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 Bond, or portion thereof, so called for redemption. All 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 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 this Indenture or the Bond Ordinance or be deemed to be Outstanding under the provisions of this Indenture.

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f) 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.

g) If any 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 Bond are held by the Trustee for the benefit of the Registered Owner of such Bond, the Trustee shall hold such moneys for the benefit of the Registered Owner of such Bond without liability to the Registered Owner for interest. The Registered Owner of such Bond thereafter shall be restricted exclusively to such funds for satisfaction of any claims relating to such Bond.

Section 3.03. Selection of Bonds for Redemption. If less than all the Bonds having the same Maturity Date and interest rate 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 Bonds, and (ii) subject to other applicable provisions of this Indenture, the portion of any Bond to be redeemed shall be in a principal amount equal to an Authorized Denomination. In selecting Bonds for redemption, the Trustee shall assign to each Bond of like Maturity Date and interest rate, a distinctive number for each minimum Authorized Denomination of such 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 Bonds to be redeemed. In such case, the 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 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 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 unredeemed balance of the principal amount of such Bond shall be issued to the Registered Owner thereof without charge therefor.

The Trustee shall promptly notify the City in writing of the Bonds, or portions thereof, selected for redemption and, in the case of any 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 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.

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#### **ARTICLE IV**

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

Section 4.01. Source of Payment of Bonds. Pursuant to the Bond Ordinance, the 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 Bonds (or for the purchase by the City of the Bonds which are then cancelled), and (ii) Ongoing Financing Services, each unless and until all of the Bonds are paid in full or are fully defeased pursuant to Article VI; 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 \$552,570,831.28 proceeds of the sale of the Bonds, consisting of the principal amount of the Bonds plus original issue premium of \$89,417,561.25 and less an underwriters' discount of \$3,341,729.97, shall be applied simultaneously with their delivery as follows:

- (i) Deposit to Expense Fund: \$976,133.82
- (ii) Application for the Refunding Purposes: \$487,674,049.82
- (iii) Deposit to Capitalized Interest Account: \$63,920,647.64

Section 4.03. Creation of Bond Fund and Accounts within the Bond Fund, (a) There is established with the Trustee a trust fund designated "City of Chicago General Obligation Bonds, Refunding Series 2020A Bond Fund."

i) At each such time as is required under this Indenture, the City shall cause to be deposited 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 Principal and Interest Account of the Bond Fund shall be applied by the Trustee to pay the principal of and interest on the 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 2020A 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 Bonds as the same shall become due.

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(c) Creation of Capitalized Interest Account. There is established with the Trustee an account within the Bond Fund, designated as the "Series 2020A Capitalized Interest Account" (the "Capitalized Interest Account"). Moneys on deposit in the Capitalized Interest Account, and the interest earnings thereon, shall be applied to pay interest due on the Bonds (other than the Lawrence/Kedzie TIF Bonds and the Touhy/Western TIF Bonds) on each of the Interest Payment Dates occurring on and before January 1, 2023. On each of the applicable Deposit Dates for each of the following Interest Payment Dates, the Trustee shall withdraw from the Capitalized Interest Account and deposit into the Principal and Interest Account the amount set opposite such Interest Payment Date in the following table:

Interest Payment Date

July 1, 2020	January 1, 2021				
July 1, 2021	January 1, 2022				
July 1, 2022	January 1, 2023				
\$9,429,845.14	11,240,875.00	11,240,875.00	11,240,875.00	11,240,875.00	11,240,875.00

On January 2, 2023, the Trustee shall withdraw from the Capitalized Interest Account and deposit into the Principal and Interest Account any amount then held in the Capitalized Interest Account and the Capitalized Interest Account shall be closed.

d) Creation of Lawrence/Kedzie TIF Account. There is established with the Trustee an account within the Bond Fund designated as the "Series 2020A Lawrence/Kedzie TIF Account" (the "Lawrence/Kedzie TIF Account"). From time to time the City may pay to the Trustee for deposit into the Lawrence/Kedzie TIF Account moneys withdrawn from the Lawrence/Kedzie Redevelopment Project Area Special Tax Allocation Fund. The City shall provide notice to the Trustee of the respective amounts of such withdrawal and deposit. With respect to each Interest Payment Date, on or prior to the applicable Deposit Date for such Interest Payment Date, the Trustee shall withdraw from funds, if available, in the Lawrence/Kedzie TIF Account, and deposit in the Principal and Interest Account on such Deposit Date amounts for application to, but not in excess of, the payment of the principal installment (if any) and the interest payable on such Interest Payment Date on

the Lawrence/Kedzie TIF Bonds.

e) Creation of Touhy/Western TIF Account. There is established with the Trustee an account within the Bond Fund designated as the "Series 2020A Touhy/Western TIF Account" (the "Touhy/Western TIF Account"). From time to time the City may pay to the Trustee for deposit into the Touhy/Western TIF Account moneys withdrawn from the Touhy/Western Redevelopment Project Area Special Tax Allocation Fund. The City shall provide notice to the Trustee of the respective amounts of such withdrawal and deposit. With respect to each Interest Payment Date on or prior to the applicable Deposit Date for such Interest Payment Date, Trustee shall withdraw from funds, if available in the Touhy/Western Redevelopment Account and deposited in the Principal and Interest Account on such Deposit Date amounts for application to, but not in excess of, the payment of the principal installment (if any) and the interest payable on such Interest Payment Date on the Touhy/Western TIF Bonds.

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Section 4.04. Expense Fund. There is established with the Trustee a trust fund designated "City of Chicago General Obligation Bonds, Refunding Series 2020A Expense Fund" to be held and applied in accordance with the terms and provisions of this Indenture. Moneys on deposit in the Expense 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 or to reimburse the City for the payment of Issuance Costs 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 Expense Fund, 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 into the Principal and Interest Account and upon such deposit the Expense Fund shall be closed.

Section 4.05. Refunding Purposes. The amount of the proceeds of sale of the Bonds to be applied for the Refunding Purposes as set forth in clause (ii) of Section 4.02 shall be applied by the Trustee as soon as possible on the Date of Issuance as follows:

a) The amount of \$248,516,068.40 shall be paid to Zions Bancorporation, National Association, as Escrow Agent under the General Obligation Bonds, Project and Refunding Series 2007A; and General Obligation Bonds, Series 2007G and 2007K (Modern Schools Across Chicago Program) Escrow Agreement dated as of January 1, 2020 by and between such Escrow Agent and the City for deposit into the Escrow Account established under such Escrow Agreement.

b) The amount of \$239,157,981.42 shall be paid to Amalgamated Bank of Chicago, as Escrow Agent under the General Obligation Escrow Deposit Agreement dated as of January 30, 2020 by and between such Escrow Agent and the City for deposit into the 2009A GO Proceeds Escrow Account established under such Escrow Agreement.

Section 4.06. Deposits into Bond Fund and Accounts Therein. Not later than the Deposit Date, there shall be on deposit in the Principal and Interest Account of 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 (exclusive of proceeds applied to other funds or purposes pursuant to Section 4.02 hereof) 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 4.07. Tax Covenants, (a) The City covenants that it will take no action in the investment of the proceeds of the Bonds which would result in making the interest payable on any of such Bonds subject to federal income taxes by reason of such Bonds being classified as "arbitrage bonds" within the meaning of Section 148 of the Code.

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(b) The City further covenants that it will act with respect to the proceeds of the Bonds, the earnings on the proceeds of such Bonds and any other moneys on deposit in any fund or account maintained in respect of such 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 Bonds to continue to be exempt from federal income taxation under Section 103(a) of the Code.

Section 4.08. 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 his or her part under this 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 4.09. 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, 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 in the Expense 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 Issuance Costs or 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 Expense Fund shall, direct the Trustee in 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 Expense Fund. Moneys held in the funds, accounts and subaccounts established hereunder shall be invested and reinvested in accordance with the provisions governing

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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. OJ. Defeasance, (a) If the City shall pay to the Registered Owners of the Bonds, or provide for the payment of, the principal, premium, if any, and interest to become due on the Bonds, then this Indenture and the Bond Ordinance shall be fully discharged and satisfied with respect to the 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 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 Bonds. If payment or provision for payment is made to or for the Registered Owners of all or a portion of the Bonds, of the principal of and interest due and to become due on any 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 Bonds and any such payment from such moneys or obligations. Any Bond shall be deemed to be paid within the meaning of this Section when payment of the principal of any such 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 (x) shall have been made or caused to have been made in accordance with the terms thereof, or (y) 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. If the City shall pay and discharge a portion of the 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 Bonds shall continue, but the Registered Owners thereof shall thereafter be entitled to payment (to the exclusion of all other Bondholders) only out of the Defeasance Obligations deposited with the Trustee under

this Article VI.

(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

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such 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 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 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 Bonds to be treated as "arbitrage bonds" within the meaning of Section 148 of the Code or any successor provision thereto.

## **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 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 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 Bonds, which materially affects the rights of the Owners of the 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 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, 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, 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 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 Bonds by such of the following remedies as

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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 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 Bonds and to perform its duties under this Indenture;

ii) by bringing suit upon the 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 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 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 Bonds for principal, Redemption Price, interest or otherwise, under any provision of this Indenture or of the Bonds, and unpaid, with interest on overdue payments at the rate or rates of interest specified in such Bonds, together with any and all costs and expenses of collection and of all proceedings hereunder and under such Bonds without prejudice to any other right or remedy of the Trustee or of the Owners of the 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 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 8.01. 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.

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Section 8.02. Dealing in Bonds. The Trustee, in its individual capacity, may buy, sell, own, hold and deal in any of the Bonds, and may join in any action which the Registered Owner of any 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 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 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 Bonds Outstanding hereunder prior to their Maturity Date, (b) the City provides for the payment of any portion of the 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 Bonds, then, in each case, the Trustee shall give notice thereof to each Rating Agency then maintaining a rating on the 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:                    Kroll Bond Rating Agency, Inc.  
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.

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Section 8.06. Responsibilities of Trustee, (a) The recitals of fact herein and in the 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 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 Bonds. The Trustee shall not be under any responsibility or duty with respect to the issuance of the 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

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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 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 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 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 Bonds or to effect or aid in any reorganization growing out of the enforcement of the Bonds or this Indenture, whether or not any such committee shall represent the Owners of a majority in aggregate principal amount of the 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 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 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 Bonds then Outstanding, excluding any Bonds held

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by or for the account of the City, by an instrument or concurrent instruments in writing signed and duly acknowledged by such Owners of 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 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.

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 Bonds then Outstanding, excluding any 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 Bonds as herein authorized. The City shall mail notice to Owners of 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 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 or after the occurrence of any other event requiring or authorizing such appointment, the Trustee, or any Owner of 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

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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 successor to the Trustee under Section 8.12 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 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 Bonds and deliver such Bonds so authenticated, and in case any of the said Bonds shall not have been authenticated, any successor Trustee may authenticate such Bonds in the name of the predecessor Trustee, or in its own name.

Section 8.16. Evidence of Signatures of Owners and Ownership of Bonds, (a) Any request, consent or other instrument which this Indenture may require or permit to be signed and executed by the Owners of 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 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 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 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

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vote of the Owner of any Bond shall bind all future Owners of such 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 Bonds and their agents and their representatives, any of whom may make copies thereof.

## **ARTICLE IX Supplemental**

### **Indenture**

Section 9.01. 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 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.

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Section 9.02. Supplemental Indentures Effective With Consent of Owners of 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 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.

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 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 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:

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(a) to provide for certificated 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 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 Bonds as provided in this Indenture or otherwise adversely affect the Registered Owners of the Bonds under this Indenture.

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 Bonds shall be fully complied with if it is mailed postage prepaid only (i) to each Registered Owner of then Outstanding 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 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 Bonds Outstanding at the time such consent is given, or (b) in case less than all of the then Outstanding 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 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 Bonds, or shall reduce the percentages or otherwise affect the classes of 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, a 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 Bond.

Section 9.07. Consent of Owners of 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 Bonds for their consent thereto in form satisfactory to the Trustee, shall be mailed by the City to the Owners of the 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.

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b) The consent of an Owner of 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 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 Bonds described in such certificate or certificates. Any such consent shall be binding upon the Owner of the Bonds giving such consent and upon any subsequent Owner of such Bonds and of any 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 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 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 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 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 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 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 Bonds hereunder may be modified or amended in any respect upon the consent of the Owners of all the then Outstanding 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 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.

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Section 9.09. Exclusion of Bonds. 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 Bonds provided for in this Article, and the City shall not be entitled with respect to such 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, the City shall furnish the Trustee with a Certificate upon which the Trustee may rely, describing all Bonds so to be excluded.

Section 9.10. Notation on Bonds. 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 Bond Outstanding at such effective date and presentation of his Bond for that purpose at the Designated Corporate Trust Office of the Trustee or upon any exchange or registration of transfer of any Bond Outstanding at such effective date, suitable notation shall be made on such Bond or upon any 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 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 Bond then Outstanding shall be exchanged, without cost to such Owner, for Bonds of the same maturity upon surrender of such 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 Bond attached hereto as Exhibit A), the terms of this Indenture shall be deemed to control.

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Section J0.05. 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

[Seal]

Attest:

Andrea  
Clerk

M.

Valencia

City

Zions Bancorporation, National Association, as  
Trustee

Authorized Signatory

[Signature Page - Trust Indenture]

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

Jennie Huang Bennett Chief Financial Officer

[Seal] Attest:

By:			
Andrea	M.	Valencia	City
Clerk			
	Zions	Bancorporation,	National
	Association, as Trustee		

[Signature Page - Trust Indenture]

**Exhibit A**



**Form of Bond**

Registered No.R-

**United States of America**

**State of Illinois**

**City of Chicago**

**General Obligation Bond Refunding  
Series 2020A**

Interest Rate:

Maturity Date: January 1, 20\_\_

CUSIP: 167486

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 Bond or the most recent interest payment date to which interest has been paid at the Interest Rate per annum set forth above on January 1 and July 1 of each year commencing July 1, 2020, until said Principal Amount is paid. Principal of this 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 Zions Bancorporation, National Association, Chicago, Illinois, as bond trustee, bond registrar and paying agent (the "Trustee"). 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 Trustee 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 Trustee 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 Trustee or, at the option of any Registered Owner of \$1,000,000 or more in aggregate principal amount of the 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 Trustee.

For the prompt payment of this 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.

A-1

This Bond is one of a series of Bonds aggregating the principal amount of \$466,495,000, authorized to be issued pursuant to the constitutional home rule powers of the City and an ordinance adopted by the City Council of the City on November 26, 2019 (the "Bond Ordinance") and issued and secured under the Trust

Indenture dated as of January 1, 2020 (the "Indenture") by and between the City and the Trustee for the purposes of (i) paying costs of the Financing Plan described in the Bond Ordinance, (ii) paying costs of issuance, including underwriters discount, and (iii) funding capitalized interest on certain of the Bonds.

The Bonds maturing on or after January 1, 2031, are redeemable prior to maturity at the option of the City, in whole or in part on any date on or after January 1, 2030, and if less than all of the outstanding Bonds are to be redeemed, the 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 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 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.

In the event of the redemption of less than all the 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 Trustee shall assign to each Bond of such maturity and interest rate a distinctive number for each \$5,000 principal amount of such 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 Bonds to be redeemed. The Bonds to be redeemed shall be the Bonds to which were assigned numbers so selected; provided that only so much of the principal amount of each Bond shall be redeemed as shall equal \$5,000 for each number assigned to it and so selected.

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 Bond to be redeemed at the address shown on the registration books of the City maintained by the Trustee or at such other address as is furnished in writing by such Registered Owner to the Trustee; provided that the failure to mail any such notice or any defect therein as to any Bond shall not affect the validity of the proceedings for the redemption of any other Bond. When so called for redemption, this 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 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 Trustee 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 Bond. Upon such transfer a new Bond or 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 Trustee shall not be required to transfer or exchange this Bond (A) after notice calling this Bond for redemption has been mailed, or (B) during a period of 15 days next preceding mailing of a notice of redemption of this Bond.

## A-2

The Bonds are issued in fully registered form in the denomination of \$5,000 each or authorized integral multiples thereof. This Bond may be exchanged at the designated corporate trust office of the Trustee for a like aggregate principal amount of 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 Trustee 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 Trustee shall be affected by any notice to the contrary.

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

In Witness Whereof, the City of Chicago by the City Council has caused its corporate seal to be imprinted by facsimile hereon and this 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: , 2020

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### **Certificate of Authentication**

This Bond is one of the Bonds described in the within-mentioned Bond Ordinance and is one of the General Obligation Bonds, Refunding Series 2020A, of the City of Chicago.

Zions Bancorporation, National Association, as Trustee

By: (Manual Signature)  
Authorized Officer

A-4

(Assignment)

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

(Name and Address of Assignee)

the within Bond and irrevocably constitutes and appoints

attorney to transfer the said 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 Bond in every particular, without alteration or enlargement or any change whatever.

A-5

US\_141669955v13 220378-00331 1/24/2020 10:44 AM

Execution Copy

**BOND PURCHASE AGREEMENT**

**\$466,495,000 CITY OF CHICAGO  
General Obligation Bonds Refunding**

Series 2020A

January 16, 2020

City of Chicago Office of the City Comptroller 121  
North LaSalle Street, 7<sup>th</sup> Floor Chicago, Illinois  
60602 Attention: Chief Financial Officer

Ladies and Gentlemen:

The undersigned, J.P. Morgan Securities LLC (the "Representative"), on behalf of itself and the other underwriters listed below (collectively, the "Underwriters"), hereby offers to enter into this Bond Purchase Agreement (the "Agreement") with the City of Chicago (the "City"), for the purchase by the Underwriters, and sale by the City, of all but not less than all of \$466,495,000 of the City's General Obligation Bonds, Refunding Series 2020A (the "Bonds"). This offer is made subject to the acceptance by the City, evidenced by the signature of a duly authorized officer of the City in the space provided below, on or before 8:00 P.M., Chicago time on the date hereof, and upon such acceptance this Agreement shall be in full force and effect in accordance with its terms and shall be binding on the City and the Underwriters.

The Representative is duly authorized, and hereby represents and warrants that it is duly authorized, to act as Representative of the Underwriters and to execute this Agreement and has full authority to take such action as it may deem advisable with respect to all matters pertaining to this Agreement. Each Underwriter hereby severally represents to the City that it is registered and in good standing under the Securities Exchange Act of 1934, as amended (the "1934 Act"), as a municipal securities dealer.

The primary role of the Underwriters is to purchase the Bonds, for resale to investors, in an arm's-length commercial transaction between the City and the Underwriters. The Underwriters have financial and other interests that differ from those of the City.

Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Preliminary Official Statement, as defined herein.

1. Agreement to Sell and Purchase.

(A) Upon the terms and conditions and based upon the representations, warranties and covenants herein set forth, the Underwriters, jointly and severally, hereby agree to purchase from the City, and the City hereby agrees to sell to the Underwriters, all (but not less than all) of the Bonds at a price equal to \$552,570,831.28 (which represents the aggregate principal amount of the

Bonds less an Underwriters' discount of \$3,341,729.97 and plus an original issue premium of \$89,417,561.25). The Bonds shall have the dated date, maturity dates and optional redemption provisions and shall bear interest at the rates set forth in Schedule I hereto and being further described in the final Official Statement of the City (as defined below), relating to the Bonds.

(B) It shall be a condition to the City's obligation to sell and deliver the Bonds that all the Bonds be

purchased and paid for by the Underwriters at the Closing (as defined in Section 8 hereof) and a condition to the Underwriters' obligation to purchase and pay for the Bonds that all Bonds be issued, sold and delivered by the City at the Closing. The Representative confirms that the Underwriters have offered the Bonds to the public at a public offering on or before the date of this Agreement at the initial offering price or prices set forth under "Terms of Bonds" contained in Schedule I.

2. Bond Authorization. The Bonds are authorized by an ordinance of the City adopted by the City Council of the City (the "City Council") on November 26, 2019 (the "Ordinance"), and the Bonds will be issued pursuant to and secured by a Trust Indenture dated as of January 1, 2020 (the "Trust Indenture"), between the City and Zions Bancorporation, National Association, as trustee for the Bonds (the "Trustee"). The Bonds will mature, bear interest and have such other terms and conditions as are set forth on Schedule I hereto.

3. The Preliminary Official Statement. Attached hereto as Exhibit A is a copy of the Preliminary Official Statement of the City, dated December 23, 2019, relating to the Bonds (the "Preliminary Official Statement"). For purposes of Rule 15c2-12 ("Rule 15c2-12"), adopted by the Securities and Exchange Commission (the "SEC") under the 1934 Act, the Preliminary Official Statement is "deemed final" by the City as of its date except for the omission of such information as is permitted by Rule 15c2-12(b)(1).

4. Public Offering Price. The Underwriters have agreed to make a bona fide public offering of the Bonds at the initial offering prices set forth on Schedule I. The Representative will provide the City and Co-Bond Counsel (as defined herein) with a closing certificate confirming the reoffering yields and prices of the Bonds and the Underwriters acknowledge that the City and Co-Bond Counsel will rely on such certificate and that such reliance is material to the City in entering into this Agreement and in connection with the delivery of the Bonds.

5. Establishment of Issue Price.

(A) The Representative, on behalf of the Underwriters, agrees to assist the City in establishing the issue price of the Bonds and shall execute and deliver to the City at Closing an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit B, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Representative, the City and Co-Bond Counsel (as defined in Section 9 hereof), to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds.

The Underwriters agree to make a bona fide public offering of the Bonds at the initial offering price or prices set forth under "Terms of Bonds" contained in Schedule I.

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B) Except as otherwise set forth in Exhibit B, the City will treat the first price at which 10% of each maturity of the Bonds with the same credit and payment terms (the "10% test") is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% test). At or promptly after the execution of this Agreement, the Representative shall report to the City the price or prices at which the Underwriters have sold to the public each maturity of Bonds with the same credit and payment terms. If at that time the 10% test has not been satisfied as to any maturity of the Bonds, the Representative agrees to promptly report to the City the prices at which Bonds

of that maturity have been sold by the Underwriters to the public. That reporting obligation shall continue, whether or not the Closing has occurred, until the 10% test has been satisfied as to the Bonds of that maturity or until all Bonds of that maturity have been sold to the public.

The Representative confirms that the Underwriters have offered the Bonds to the public on or before the date of this Agreement at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in Exhibit B attached hereto, except as otherwise set forth therein. Exhibit B also sets forth, as of the date of this Agreement, the maturities, if any, of the Bonds with the same credit and payment terms for which the 10% test has not been satisfied and for which the City and the Representative, on behalf of the Underwriters, agree that the restrictions set forth in the next sentence shall apply, which will allow the City to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "hold-the-offering-price rule"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriters will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- (i) the close of the fifth (5<sup>th</sup>) business day after the sale date; or
- (ii) the date on which the Underwriters have sold at least 10% of that maturity of the Bonds with the same credit and payment terms to the public at a price that is no higher than the initial offering price to the public.

C) The Representative shall promptly advise the City when the Underwriters have sold 10% of that maturity of the Bonds with the same credit and payment terms to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5<sup>th</sup>) business day after the sale date.

D) The City acknowledges that, in making the representation set forth in this subsection, the Representative will rely on (i) the agreement of each Underwriter to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event

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that an Underwriter or dealer who is a member of the selling group is a party to a retail distribution agreement that was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, as set forth in the retail distribution agreement and the related pricing wires. The City further acknowledges that each Underwriter shall be solely liable for its failure to comply with its agreement regarding the hold-the-offering-price rule and that no Underwriter shall be liable for the failure of any other Underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Bonds, including,



but not limited to, its agreement to comply with the hold-the-offering-price rule as applicable to the Bonds.

(E) The Representative confirms that:

i) any agreement among underwriters, any selling group agreement and each retail distribution agreement (to which the Representative is a party) relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each Underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable, to (a) report the prices at which it sells to the public the unsold Bonds of each maturity with the same credit and payment terms allotted to it until it is notified by the Representative that either the 10% test has been satisfied as to the Bonds of that maturity with the same credit and payment terms or all Bonds of that maturity with the same credit and payment terms have been sold to the public, (b) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Representative and as set forth in the related pricing wires, (c) promptly notify the Representative of any sales of the Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Bonds (each such term as defined below), and (d) acknowledge that, unless otherwise advised by the Underwriter, dealer or broker-dealer, the Representative shall assume that each order submitted by the Underwriter, dealer or broker-dealer is a sale to the public; and

ii) any agreement among underwriters relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each Underwriter that is a party to a retail distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such retail distribution agreement to (a) report the prices at which it sells to the public the unsold Bonds of each maturity with the same credit and payment terms allotted to it until it is notified by the Representative or the Underwriter that either the 10% test has been satisfied as to the Bonds of that maturity with the same credit and payment terms or all Bonds of that maturity with the same credit and payment terms have been sold to the public and (b) comply with the hold-the-offering-price rule, if

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applicable, in each case if and for so long as directed by the Representative or the Underwriter and as set forth in the related pricing wires.

(F) The Underwriters acknowledge that sales of any Bonds to any person that is a related party to an Underwriter shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

- i) "public" means any person other than an underwriter or a related party,
- ii) "underwriter" means (A) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the

initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public),

iii) a purchaser of any of the Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) "sale date" means the date of execution of this Agreement by all parties.

#### 6. The Official Statement.

A) The City shall provide, or cause to be provided, at its expense, to the Underwriters no later than the earlier of (i) seven (7) business days after the date of this Agreement or (ii) one (1) day prior to the Closing, three copies of the Official Statement of the City, dated the date hereof, relating to the Bonds (the "Official Statement"), signed on behalf of the City by the Chief Financial Officer, and the Official Statement so delivered shall be "final" for purposes of Rule 15c2-12. Such delivery of the Official Statement shall occur in sufficient time to accompany any confirmation that requests payment from any customer and in sufficient quantity to comply with the rules of the SEC and the Municipal Securities Rulemaking Board (the "MSRB").

B) If on or prior to the Closing or within twenty-five (25) days after the "end of the underwriting period" (as hereinafter defined) any event known to the City relating to or affecting the City, the Ordinance or the Bonds, shall occur which would cause the Official Statement to contain any untrue statement of a material fact or to omit a material fact necessary to make the statements

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made therein, in light of the circumstances under which they were made, not misleading, the City will promptly notify the Representative in writing of the circumstances and details of such event. If, as a result of such event, it is necessary, in the joint opinion of the City and the Representative to amend or supplement the Official Statement by stating or restating any material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading, the City will forthwith prepare and furnish to the Underwriters a reasonable number of copies of an amendment of or a supplement to such Official Statement in form and substance satisfactory to the City and the Representative, at the City's sole cost and expense, which will so amend or supplement such Official Statement so that, as amended or supplemented, the Official Statement will not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading. For purposes of this Agreement, the term "end of the underwriting period" shall mean the later of the date of the Closing or the date on which an Underwriter no longer retains an unsold balance of the Bonds for sale to the public. The Underwriters agree that the date on which the end of the underwriting period shall occur shall be the date of the Closing, unless the Underwriters otherwise notify the City in writing prior to twenty-five (25) days after the date of the Closing that, to the best of their knowledge, the Underwriters

retain for sale to the public an unsold balance of the Bonds, in which case the end of the underwriting period shall be extended for additional periods of thirty (30) days each upon receipt of additional written notification from the Underwriters that, to the best of their knowledge, there exists an unsold balance of the Bonds, but in no event shall the end of the underwriting period be extended longer than sixty (60) days after the date of the Closing.

The Official Statement shall be provided for distribution, at the expense of the City, in such quantity as may be requested by the Underwriters as set forth above in order to permit the Underwriters to comply with Rule 15c2-12, and the applicable rules of the MSRB, with respect to distribution of the Official Statement. The City shall prepare the Official Statement, including any amendments thereto, in word-searchable PDF format as described in MSRB Rule G-32 and shall provide the electronic copy of the word-searchable PDF format of the Official Statement to the Underwriters no later than one (1) business day prior to the Closing, to enable the Underwriters to comply with MSRB Rule G-32.

(C) At or prior to the Closing, the Representative shall file, or cause to be filed, the Official Statement with the MSRB in compliance with the rules of the SEC and the MSRB. Promptly after the date after which the Underwriters are no longer obligated under Rule 15c2-12(b)(4) to deliver to potential customers the Official Statement, the Representative shall notify the City of such date in writing.

7. Representations, Warranties and Covenants of the City. The City represents and warrants to the Underwriters as of the date hereof that:

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

B) The City Council has: (i) duly adopted the Ordinance, which remains in full force and effect; (ii) duly authorized and approved the execution and delivery of the Trust Indenture; (iii) duly authorized and approved the use of the Preliminary Official Statement prior to the date hereof

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in connection with the public offering and sale of the Bonds and duly authorized and approved the execution, delivery and distribution of the Official Statement in connection with the public offering and sale of the Bonds; and (iv) duly authorized and approved the execution and delivery of the Bonds, the escrow agreements to be executed and delivered by the City (collectively, the "Escrow Agreements") in connection with the refunding of the general obligation bonds of the City and the payment of interest as identified in Appendix G to the Official Statement (collectively, the "Refunded Bonds"), this Agreement and a continuing disclosure undertaking pursuant to the provisions of Section (b)(5) of Rule 15c2-12 (the "Undertaking").

C) With the exception of the disclosure described in the Preliminary Official Statement in the section titled "SECONDARY MARKET DISCLOSURE - Corrective Action Related to Certain Bond Disclosure Requirements", the City has not failed during the previous five years to comply in all material respects with any previous undertakings in a written continuing disclosure contract or agreement under Rule 15c2-12.

D) The City has full legal right, power and authority to: (i) adopt the Ordinance; (ii) deliver the Preliminary Official Statement and execute and deliver this Agreement, the Trust Indenture, the Escrow Agreements, the Undertaking and the Official Statement; (iii) issue, sell and deliver the Bonds to the

Underwriters pursuant to the Ordinance and the Trust Indenture and as provided in this Agreement; and (iv) pay for the Bonds from the sources pledged under the Ordinance and the Trust Indenture for their payment.

E) The adoption of the Ordinance and compliance with the provisions thereof do not, and the execution and delivery of this Agreement, the Trust Indenture, the Escrow Agreements, the Undertaking and the Official Statement will not, in any material manner, violate any applicable law or administrative regulation of the State or any department, division, agency or instrumentality thereof or of the United States of America (the "United States") or of any department, division, agency or instrumentality thereof, or any applicable judgment or decree to which the City is subject, or conflict with, in a material manner, or constitute a material breach of, or a material default under, any ordinance, agreement or other instrument to which the City is a party or is otherwise bound.

F) All approvals, consents and orders of, and filings (except, if any, under applicable state "blue sky" laws) with, any governmental authority, board, agency or commission having jurisdiction which would constitute a condition precedent to the performance by the City of its obligations under this Agreement, the Undertaking, the Ordinance, the Trust Indenture, the Escrow Agreements and the Bonds have been obtained or made.

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

H) The Preliminary Official Statement as of its date did not and the Official Statement does not, as of its date, and will not, as of the date of closing, contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading (excluding, in each case, any

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description of The Depository Trust Company ("DTC"), information under the captions "RATINGS," "TAX MATTERS," APPENDIX A - "SUMMARY OF THE INDENTURE", APPENDIX B - "ECONOMIC AND DEMOGRAPHIC INFORMATION" (with respect to the information under the headings "-Economy," "-Percentage of Total Non-Farm Employment by Major Industry Sector" and "-Housing Market," and information relating to population, per capita personal income and employment, and unemployment rate with respect to the United States, the State of Illinois, Cook County and the Chicago MSA), APPENDIX E - "OPINIONS OF CO-BOND COUNSEL," APPENDIX F - "BOOK-ENTRY ONLY SYSTEM," and information furnished by the Underwriters in writing, explicitly for inclusion in the Preliminary Official Statement under the heading "UNDERWRITING") as of its date, and the Official Statement (excluding, in each case, any description of The Depository Trust Company ("DTC"), information under the captions "RATINGS," "TAX MATTERS," APPENDIX A - "SUMMARY OF THE INDENTURE", APPENDIX B - "ECONOMIC AND DEMOGRAPHIC INFORMATION" (with respect to the information under the headings "-Economy," "-Percentage of Total Non-Farm Employment by Major Industry Sector" and "-Housing Market," and information relating to population, per capita personal income and employment, and unemployment rate with respect to the United States, the State of Illinois, Cook County and the Chicago MSA) and other information in APPENDIX B not explicitly sourced to the City), APPENDIX E - "OPINIONS OF CO-BOND COUNSEL," APPENDIX F

- "BOOK-ENTRY ONLY SYSTEM," and information furnished by the Underwriters in writing, explicitly for inclusion in the Official Statement under the heading "UNDERWRITING") or information designated as preliminary or permitted to be omitted from the Preliminary Official Statement pursuant to Rule 15c2-12) as of its date, does not, and, with respect to the Official Statement, as of the date of the Closing will not, contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(I) Information in the Third-Party Sourced Retirement Fund Tables (as defined in the Preliminary Official Statement and the Official Statement) is sourced from documents published by the Retirement Funds, and the City takes no responsibility for the accuracy and completeness of such information; however, nothing has come to the attention of the City which would lead the City to believe that the Third-Party Sourced Retirement Fund Tables are not true and correct in all material respects.

(J) The Ordinance, the Trust Indenture, the Escrow Agreements, this Agreement and the Undertaking, when duly executed and delivered by the parties thereto, as appropriate, will constitute legal, valid and binding obligations of the City enforceable in accordance with their terms (except to the extent that enforceability may be limited by bankruptcy, insolvency and other laws affecting creditors' rights or remedies and the availability of equitable remedies generally).

(K) When delivered to the Representative, and paid for by the Underwriters at the Closing in accordance with the provisions of this Agreement, the Bonds will be duly authorized, executed and delivered and will constitute legal, valid and binding obligations of the City enforceable in accordance with their terms (except to the extent that enforceability may be limited by bankruptcy, insolvency and other laws affecting creditors' rights or remedies and the availability of equitable remedies generally).

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(L) Except as disclosed in the Preliminary Official Statement as of its date and the Official Statement as of its date, there is no action, suit or proceeding, at law or in equity, or before or by a court, public board or body, pending or, to the City's knowledge, threatened, against the City wherein an unfavorable decision, ruling or finding would materially adversely affect (i) the validity or enforceability of the Bonds, the Ordinance, the Trust Indenture, the Escrow Agreements, this Agreement, or the Undertaking or (ii) the excludability from federal income taxation of the interest on the Bonds under the Internal Revenue Code of 1986, as amended (the "Code").

(M) The City has not taken, or omitted taking, and will not take or omit to take, any action, which action or omission would adversely affect the excludability from federal income taxation of the interest on the Bonds under the Code.

(N) Any certificate signed by any Authorized Officer of the City and delivered to the Representative at the Closing in connection with the issuance or sale of the Bonds shall be deemed to be a representation and warranty by the City to the Underwriters as to the statements made therein as of the date so delivered.

(O) The City will make available such information, execute such instruments and take such other action in cooperation with the Underwriters as the Representative may reasonably request to qualify the Bonds for offering and sale under the "blue sky" or other securities laws and regulations of such states and other jurisdictions of the United States as the Underwriters may designate in writing; provided, however, that nothing

in this Section shall require the City to consent to general service of process in any state or jurisdiction other than the State.

(P) The City will apply the proceeds of the Bonds in accordance with the Ordinance and the Trust Indenture.

(Q) The City acknowledges and agrees that: (i) the transaction contemplated by this Agreement is an arm's length, commercial transaction between the City and the Underwriters in which the Underwriters are acting solely as a principal and not acting as a municipal advisor, financial advisor or fiduciary to the City; (ii) the Underwriters have not assumed any advisory or fiduciary responsibility to the City with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether any Underwriter has provided other services or is currently providing other services to the City on other matters); (iii) the Underwriters have financial and other interests that differ from those of the City; and (iv) the City has consulted its own legal, account, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate. The City agrees that it will not claim that the Underwriters have rendered advisory services of any nature or respect, or owe a fiduciary or similar duty to the City, in connection with such transaction or the process leading thereto.

8. Closing. Subject to the conditions set forth in this Agreement, the closing (the "Closing") of the sale of the Bonds by the City and the purchase of the Bonds by the Underwriters, shall take place at approximately 9:00 a.m., Chicago time, on January 30, 2020, at the offices of Katten Muchin Rosenman LLP, 525 West Monroe Street, Chicago, Illinois 60661 (or at such other time, date and place as the City and the Representative mutually agree).

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A) At the Closing, the City shall deliver or cause to be delivered to DTC, as securities depository, for the account of the Underwriters one fully registered certificate for each interest rate and maturity of the Bonds in the aggregate principal amount thereof, registered in the name of Cede & Co., as nominee for DTC.

B) Upon delivery of the Bonds to the Representative at the Closing, the City will deliver to the Representative the closing documents as set forth in Section 11 hereof.

C) The Representative will accept delivery of the Bonds and pay the purchase price therefor at the Closing by delivering federal funds checks or making federal funds wire transfers or otherwise confirming deposits of same day funds, as the City shall direct, to the City's account at a bank specified by the City, in an aggregate amount equal to the purchase price of the Bonds pursuant to Section 1 hereof.

9. Reliance and Further Conditions of the Parties. The Underwriters and the City have entered into this Agreement in reliance upon the respective representations, warranties and agreements of the City and the Underwriters herein and the performance by the City and the Underwriters of their respective obligations hereunder, both as of the date hereof and as of the date of the Closing. The Underwriters' obligations under this Agreement are and shall be subject to the following further condition that, at the time of the Closing, the Ordinance, the Trust Indenture, the Escrow Agreements, the Undertaking, and this Agreement shall be in full force and effect and the Ordinance and the Official Statement shall not have been amended, modified or

supplemented except as may have been agreed to with respect to the Official Statement pursuant to Section 6 hereof, and the City shall have duly adopted and there shall be in full force and effect such ordinances as, in the opinion of Katten Muchin Rosenman LLP, Chicago, Illinois, and Reyes Kurson, Ltd., Chicago, Illinois, as co-bond counsel ("Co-Bond Counsel") shall be necessary in connection with the transactions contemplated hereby and thereby.

10. Termination of Agreement.

(A) The Underwriters shall have the right to cancel their obligations to purchase the Bonds and have the further right to terminate this Agreement, without liability therefor, by written notice to the City from the Representative, if, between the date hereof and the Closing:

(i) legislation shall be enacted by the Congress of the United States or adopted by either House thereof or shall have been introduced and favorably reported for passage to either House by any committee of such House to which such legislation had been referred for consideration, or a decision shall have been rendered by or adopted by either House or a decision by a court of the United States or the United States Tax Court or an order, ruling or regulation shall have been issued or proposed by or on behalf of the Treasury Department of the United States or the Internal Revenue Service, with respect to federal income taxation upon interest received on obligations of the general character of the Bonds which, in the Representative's reasonable opinion, does materially adversely affect the market price or marketability of the Bonds or the ability of the Underwriters to enforce contracts for the sale, at the contemplated offering prices (or yields), of the Bonds; or

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ii) legislation shall have been enacted by the Congress of the United States to become effective on or prior to the Closing, or a decision of a court of the United States shall be rendered, or a stop order, ruling, regulation or proposed regulation by or on behalf of the SEC or other agency having jurisdiction over the subject matter shall be issued or made, to the effect that the issuance, sale and delivery of the Bonds, or any similar obligations of any similar public body of the general character of the City, is in violation of, or has the effect of requiring the contemplated offering, sale and distribution of the Bonds to be registered under the Securities Act of 1933, as amended, or the enactment of the Ordinance or any ordinance of similar character is in violation of the Trust Indenture Act of 1939, as amended, or with the purpose or effect of otherwise prohibiting the issuance, sale or delivery of the Bonds as contemplated hereby or by the Official Statement or of obligations of the general character of the Bonds which, in the Representative's reasonable opinion, does materially adversely affect the market price or marketability of the Bonds or the ability of the Underwriters to enforce contracts for the sale, at the contemplated offering prices (or yields), of the Bonds; or

iii) there shall have occurred any event which in the Representative's reasonable opinion, after consultation with its legal counsel, makes the Official Statement either (A) contain an untrue statement of a material fact or (B) omit to state a material fact required to be stated therein or necessary to make the statements contained therein not misleading in any material respect, and (a) the City fails to prepare or furnish or fails to cause to be prepared or furnished to the Underwriters an amendment or supplement to the Official Statement, pursuant to Section 6 hereof, which will amend or supplement the Official Statement so that, as amended or supplemented, the Official Statement will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements contained therein

not misleading in a material respect, or (b) the effect of the Official Statement as so supplemented is, in the reasonable opinion of the Representative, to materially adversely affect the market for the Bonds or the sale, at the contemplated offering prices (or yields), of the Bonds by the Underwriters set forth in Schedule I; or

iv) there shall be in force a general suspension of trading on The New York Stock Exchange, Inc., or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in force on The New York Stock Exchange, Inc., whether by virtue of a determination by that Exchange or by order of the SEC or any other governmental authority having jurisdiction, or any national securities exchange shall have imposed additional material restrictions not in force as of the date hereof with respect to trading in securities generally, or to the Bonds or similar obligations; or

v) a general banking moratorium shall have been declared by either federal, State or New York authorities having jurisdiction and be in force; or

vi) any legislation, ordinance, rule or regulation shall be enacted by the City or State, or any department or agency thereof, or a decision by any court of competent jurisdiction within the State shall be rendered which, in the reasonable opinion of the

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Representative, would have a material adverse effect on the market price or marketability of the Bonds; or

vii) a war involving the United States, an outbreak or escalation of or adverse development in hostilities or terrorist activities or other national or international calamity or crisis shall have occurred which, in the reasonable opinion of the Representative, materially adversely affects the market price or marketability of the Bonds; or

viii) there shall be any proceeding or threatened proceeding by the SEC against the City and such proceeding or threatened proceeding, in the reasonable opinion of the Representative, materially adversely affects the market price or marketability of the Bonds.

(B) If the City shall be unable to satisfy the conditions contained in this Agreement or if the Underwriters' obligations shall be terminated for any reason permitted by this Agreement, this Agreement shall terminate, and neither the City nor the Underwriters shall have any further obligations hereunder with respect to the payment of the purchase price or the delivery of the Bonds.

## 11. Closing Conditions.

(A) The Underwriters' obligations to purchase, to accept delivery of and to pay for the Bonds at the Closing shall be conditioned upon the City's performance of its obligations under Sections 6, 7 and 8 hereof at or prior to closing and the Underwriters' receipt of the following documents:

- (i) three copies of the Official Statement manually executed by the Chief Financial Officer;



ii) the approving opinions, dated the date of the Closing, of Co-Bond Counsel to the City, substantially in the form attached to the Official Statement as Appendix E;

iii) the supplemental opinions, dated the date of the Closing and addressed to the Representative on behalf of the Underwriters and to the City, of Co-Bond Counsel, substantially in the form attached hereto as Exhibit C-1;

iv) separate letters, dated the date of the closing and addressed to the City and the Representative on behalf of the Underwriters, respectively, of Chapman and Cutler LLP, Special Disclosure Counsel to the City in connection with certain pension matters described in the Official Statement, substantially in the form attached hereto as Exhibit Cz2;

v) an opinion, dated the date of the Closing and addressed to the Representative on behalf of the Underwriters, of the Corporation Counsel of the City, substantially in the form attached hereto as Exhibit D;

vi) an opinion or opinions, dated the date of the Closing and addressed to the Representative on behalf of the Underwriters, of McGuireWoods LLP, Chicago, Illinois, as

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counsel for the Underwriters ("Underwriter's Counsel"), in form and substance satisfactory to the Representative;

vii) an opinion or opinions, dated the date of the Closing and addressed to the Representative on behalf of the Underwriters, of Thompson Coburn LLP, Chicago, Illinois, and Golden Holley James LLP, Chicago, Illinois, Co-Disclosure Counsel to the City, substantially in the form attached hereto as Exhibit E;

viii) a certificate, dated the date of the Closing, signed by the Chief Financial Officer, to the effect that (A) the representations and warranties of the City herein are correct in all material respects as of the date of the Closing; and (B) there has been no material adverse change in the financial condition of the City since December 31, 2018, as reflected in Appendix C to the Official Statement, except as set forth in the Official Statement;

(ix) a certificate of the Trustee to the effect that the Trustee has full legal right, power and authority to act as the Trustee, Bond Registrar, and Paying Agent under the Ordinance and the Trust Indenture;

(x) an executed copy of the Undertaking substantially in the form summarized in the Official Statement under the heading "SECONDARY MARKET DISCLOSURE";

(xi) an executed copy of the Trust Indenture;

(xii) a copy of an agreement between the City and DTC relating to the

safekeeping and book-entry form of the Bonds;

(xiii) a copy, duly certified by the City Clerk of the City, of the Ordinance, as

passed by the City Council and approved by the Mayor;

(xiv) evidence satisfactory to the Representative that the Bonds have ratings of

"BBB+" (stable outlook) by S&P Global Ratings, "BBB-" (stable outlook) by Fitch

Ratings, Inc., and "A" (stable outlook) by Kroll Bond Rating Agency, Inc.;

(xv) an executed copy of each of the Escrow Agreements;

xvi) a certificate from each escrow agent (collectively, the "Escrow Agents") to the effect that such Escrow Agent has the full legal right, power and authority to act as Escrow Agent under the related Escrow Agreement;

xvii) a verification report of Samuel Klein and Company, Certified Public Accountants, dated the date of the Closing, as to the accuracy of certain calculations with respect to the Bonds and the Refunded Bonds; and

xviii) such additional closing certificates and agreements related to the Bonds, including such tax certifications and agreements relating to the Bonds, as Co-Bond Counsel shall reasonably determine to be necessary to deliver their opinions as provided hereinabove.

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(B) All of the opinions, letters, certificates, instruments and other documents mentioned above or elsewhere in this Agreement will be deemed to be in compliance with the provisions hereof if, but only if, they are in form and substance satisfactory to the Representative, in its reasonable judgment. Payment for the Bonds and acceptance of the Bonds by the Underwriters shall constitute acknowledgment by the Underwriters of the City's full performance hereunder.

12. Expenses. The Underwriters shall be under no obligation to pay, and the City shall pay, any and all expenses incident to the performance of the City's obligations hereunder, including but not limited to: (a) the cost of the preparation and printing or other reproduction of the Ordinance, the Trust Indenture, the Preliminary Official Statement and the Official Statement, as well as the cost of shipping the Official Statement; (b) the cost of the preparation and printing of the Bonds; (c) the fees and disbursements of Co-Bond Counsel and Co-Disclosure Counsel; (d) the fees and disbursements of any experts or consultants retained by the City; (e) the fees of the Trustee and the Escrow Agents; (f) the fees for the municipal bond ratings on the Bonds; and (g) the fees of Digital Assurance Certification, L.L.C. for continuing disclosure undertaking compliance review. The City shall be responsible for any meal, travel and lodging expenses of its own officials and employees. The Underwriters will pay the expenses incurred by them or any of them in connection with their public offering and distribution of the Bonds, including, but not limited to, the CUSIP Service Bureau charges, Blue Sky memorandum costs and filing fees, any amounts required to be paid to the MSRB, the fees and expenses of Underwriters' Counsel and advertising expenses directly incurred by the Underwriters.

The City shall pay for any expenses (included in the expense component of the Underwriters' discount) incurred by the Underwriters on behalf of the City in connection with the marketing, issuance and delivery of the Bonds, including, but not limited to, meals, transportation and lodging of the City's employees and representatives.

13. Underwriters' Certificate. The City's obligations to sell and deliver the Bonds to the Underwriters at the Closing shall be conditioned upon the delivery by the Underwriters at the Closing of (1) a Representation Letter dated the date of the Closing, signed by the Representative and each of the Underwriters in the form attached hereto as Exhibit F, and (2) an Issue Price Certificate of the Representative, dated the date of the Closing, signed by the Representative, in form and substance satisfactory to the City and Co-Bond Counsel and substantially in the form attached hereto as Exhibit F.

14. Notices. Any notice or other communication to be given to the City under this Agreement shall be given by delivering the same in writing at the address set forth above, and any such notice or other communication to be given to the Underwriters shall be given by delivering the same in writing to the Representative at the following address:

J.P. Morgan Securities LLC  
10 South Dearborn Street, 16th Floor  
Chicago, Illinois 60603  
Attention: Don Wilbon, Managing Director

15. No Third Party Beneficiaries, Survival, Etc. This Agreement is made solely for the benefit of the City and the Underwriters (including the successors or assigns of any Underwriter),

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and no other person, partnership, association or corporation including any purchaser of the Bonds shall acquire or have any right hereunder or by virtue hereof. All of the representations and agreements by the City in this Agreement shall remain operative and in full force and effect regardless of any investigation made by or on behalf of the Underwriters and shall survive the delivery of and payment for the Bonds.

16. Governing Law. The rights and obligations of the parties to this Agreement shall be governed by, construed and enforced in accordance with the laws of the State, without giving effect to the conflict of laws provisions thereof.

17. Representations and Warranties of the Underwriters. The Underwriters represent and warrant that:

A) Each Underwriter, on its own behalf, warrants and represents that it is an entity duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization and that it is authorized to conduct business in the State.

B) This Agreement has been duly authorized, executed and delivered by the Representative on behalf of the Underwriters and assuming due authorization, execution and delivery by the City, is the legal binding joint and several obligation of the Representative on behalf of itself and the Underwriters enforceable in accordance with its terms, except as the enforceability of this Agreement may be limited by bankruptcy,

insolvency, reorganization, moratorium and other similar laws affecting creditor's rights generally and from the application of general principles of equity and from public policy limitations on the exercise of any rights to indemnification and contribution. Each Underwriter represents, warrants and covenants that it is and will be in compliance with all applicable laws, rules and regulations in connection with the offering, issuance and sale of the Bonds.

C) They have heretofore authorized the Representative to execute any document on behalf of or exercise any authority of and otherwise to act for the Underwriters in all matters under or pertaining to this Agreement. Each Underwriter has warranted and confirmed to the Representative, and the Representative warrants and confirms to the City that: (i) it is duly registered under the 1934 Act, as a broker/dealer or municipal securities dealer and has duly paid the fee prescribed by MSRB Rule A-12 or is exempt from such requirements, (ii) it is (a) a member in good standing of the Financial Industry Regulatory Authority ("FINRA") or (b) otherwise eligible under FINRA rules to receive underwriting discounts and concessions available to such members with respect to underwriters of municipal securities, and (iii) it has complied with the dealer registration requirements, if any, of the various jurisdictions in which it offers Bonds for sale. The Underwriters represent, warrant and covenant that they are and will be in compliance with all applicable laws, rules and regulations in connection with the offering, issuance and sale of the Bonds.

D) To the knowledge of the Underwriters, no person holding office of the City, either by election or appointment, is in any manner financially interested, either directly in the officer's own name or indirectly in the name of any other person, association, trust or corporation, in any contract or agreement being entered into by the Underwriters or the performance of any work to

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be carried out by the Underwriters in connection with the issuance and sale of the Bonds upon which said officer may be called upon to act or vote.

E) Each Underwriter severally represents to the City that neither the Underwriter, nor any Affiliate thereof is listed on any of the following lists maintained by the Office of Foreign Assets Control of the United States Department of the Treasury, the Bureau of Industry and Security of the United States Department of Commerce, the United States Department of State or their successors, or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List, the List of Statutorily Debarred Parties and the Excluded Parties List. Such representation shall be provided to the City in the form attached hereto as Exhibit F.

*For purposes of this representation, "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.*

F) The Underwriters may enter into distribution agreements with certain financial institutions for

the retail distribution of municipal securities, including the Bonds, at the initial public offering price. In accordance with such arrangements, the Underwriters may share a portion of its underwriting compensation.

18. Approval. The approval of the Underwriters when required hereunder or the determination of their satisfaction as to any document referred to herein shall be in writing signed by the Representative and delivered to the City.

19. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties and their successors and assigns, and will not confer any rights upon any other person. The terms "successors" and "assigns" shall not include any purchaser of any Bond or Bonds from the Underwriters or from any third party with whom the Underwriters enter into a distribution agreement to sell the Bonds, merely because of such purchase.

20. Enforceability. If any provision of this Agreement shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, or in all jurisdictions, because it conflicts with any provisions of any constitution, statute, rule or public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question invalid, inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatsoever.

21. Counterparts. This Agreement may be executed in several counterparts, each of which shall be regarded as the original and all of which shall constitute one and the same document.

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22. Cooperation with City Inspector General. As acknowledged by each Underwriters' Representation Letter, each Underwriter understands and agrees that it is required to and will comply with the provisions of Chapter 2-56 of the Municipal Code of Chicago. Pursuant to Section 2-56-090 of the Municipal Code of Chicago, it shall be the duty of each Underwriter to cooperate with the inspector general in any investigation or hearing undertaken pursuant to Chapter 2-56. Every Underwriter shall report, directly and without undue delay, to the City's inspector general any and all information concerning conduct by any person which such Underwriter knows to involve corrupt activity, pursuant to Section 2-156-018(b) of the Municipal Code of Chicago. As acknowledged by each Underwriters' Representation Letter, any Underwriter's knowing failure to report corrupt activity as required in subsection (b) of Section 2-156-018 of the Municipal Code of Chicago, shall constitute an event of default under this Agreement. For purposes of subsection (b) of Section 2-156-018 of the Municipal Code of Chicago, "corrupt activity" shall mean any conduct set forth in subparagraph (a)(1), (2) or (3) of Section 1-23-020 of the Municipal Code of Chicago:

A) bribery or attempted bribery, or its equivalent under any local, state or federal law, of any public officer or employee of the City or of any sister agency; or

B) theft, fraud, forgery, perjury, dishonesty or deceit, or attempted theft, fraud, forgery, perjury, dishonesty or deceit, or its equivalent under any local, state or federal law, against the City or of any sister agency; or

C) conspiring to engage in any of the acts set forth in items (A) or (B) of above.

The Underwriters (individually and collectively) agree and covenant that no payment, gratuity or offer of employment shall be made in connection with this Agreement, by or on behalf of a subcontractor to any Underwriters or any higher-tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order related to this Agreement.

23. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the matters covered hereby, and supersedes all prior agreements and understandings between the parties. This Agreement shall only be amended, supplemented or modified in a writing signed by both of the parties hereto.

*[Signature page follows]*

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IN WITNESS WHEREOF, the parties hereto have caused this Bond Purchase Agreement in connection with the City of Chicago General Obligation Bonds, Refunding Series 2020A to be executed by their duly authorized representatives as of the date first above written.

Very truly yours,

**THE UNDERWRITERS**

J.P. Morgan Securities LLC Cabrera Capital Markets  
LLC Goldman Sachs & Co. LLC Siebert Williams  
Shank & Co., LLC RBC Capital Markets Stifel  
Nicolaus & Co. BofA Securities, Inc. Estrada  
Hinojosa & Company Harvestons Securities, Inc.  
Loop Capital Markets, LLC Melvin Securities, LLC  
Rice Financial Products Company

By: J.P. Morgan Securities LLC, as Representative

Donald E. Wilbon Managing Director

**CITY OF CHICAGO**

By:

Concurred:

By:

Scott Waguespack Chairman, Committee  
on Finance of the City Council

[Signature Page to Bond Purchase Agreement]

**SCHEDULE I**

**TERMS OF BONDS**

1. Aggregate Principal Amount: \$466,495,000
2. Dated: Date of Issuance (January 30, 2020)
3. Maturities, Principal Amounts, Interest Rates, Prices and CUSIP Numbers:

**MATURITIES, AMOUNTS, INTEREST RATES, YIELDS, PRICES AND CUSIP  
NUMBERS**

**Maturity (January 1)**

2021	2021	2022	2022	2023	2023	2024	2024	2025	2025	2026	2026	2027
2028	2029	2030	2031	2032								

**Principal Amount**

\$3,345,000	700,000	3,460,000	710,000	3,635,000	730,000	3,040,000	850,000	40,600,000	195,000	51,225,000		
				195,000	83,920,000	77,800,000	91,925,000	84,165,000	15,760,000	4,240,000		

**City of Chicago \$466,495,000 General Obligation Bonds Refunding Series 2020A**

**Yield**

1.510%

1.510  
1.620  
1.620  
1.730  
1.730  
1.850  
1.850  
1.980  
1.980  
2.100  
2.100  
2.170  
2.240  
2.310  
2.380  
2.450  
2.490

**Interest Rate**

5.00%  
3.00  
5.00  
3.00  
5.00  
3.00  
5.00  
3.00  
5.00  
3.00  
5.00  
3.00  
5.00  
3.00  
5.00  
5.00  
5.00  
5.00  
5.00  
5.00

**Price**

103.173  
101.354  
106.361  
102.596  
109.269  
103.599



111.854  
104.327  
114.088  
104.757  
116.061  
104.984  
118.090  
119.924  
121.568  
123.025  
122.332\*  
121.939\*

### **CUSIPt**

167486E47 167486E54 167486E62 167486E70 167486E88 167486E96 167486F38 167486F20 167486F46  
167486F53 167486F79 167486F61 167486F87 167486G29 167486G37 167486G45 167486G52 167486G60

\* Priced to call January 1, 2030.

^Copyright, American Bankers Association ("ABA"). CUSIP data herein are provided by CUSIP Global Services, operated on behalf of the ABA by S&P Global Market Intelligence, a division of S&P Global Inc. The CUSIP numbers listed above are being provided solely for the convenience of holders of the Bonds only at the time of issuance of the Bonds and neither the Corporation nor the Underwriters make any representation with respect to such numbers or undertakes any responsibility for their accuracy now or at any time in the future. The CUSIP number for a specific maturity is subject to being changed after the issuance of the Bonds as a result of various subsequent actions including, but not limited to, a refunding in whole or in part of such maturity or as a result of the procurement of secondary market portfolio insurance or other similar enhancement by investors that is applicable to all or a portion of certain maturities of the Bonds.

## **S-1**

### **4. Redemption.**

The Bonds are subject to optional redemption prior to maturity, as described below. The Bonds shall be redeemed only in principal amounts of \$5,000 and integral multiples thereof. The Bonds are not subject to mandatory redemption.

The Bonds maturing on or after January 1, 2031 are subject to redemption prior to maturity at the option of the City, in whole or in part, on any date on or after January 1, 2030, and if less than all of the outstanding Bonds of a single maturity are to be redeemed, the Bonds called shall be called by lot, in such principal amounts and from such maturities as the City shall determine, at a redemption price equal to the principal amount of the Bonds being redeemed plus accrued interest to the date fixed for redemption.

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

S-2

**EXHIBIT A PRELIMINARY OFFICIAL STATEMENT  
EXHIBIT B**

**FORM OF ISSUE PRICE CERTIFICATE**

City of Chicago

Katten Muchin Rosenman LLP Reyes Kurson, Ltd.

Re: City of Chicago  
\$466,495,000 General Obligation Bonds, Refunding Series 2020A (the "Bonds")

Ladies and Gentlemen:

The undersigned, on behalf of J.P. Morgan Securities LLC (the "Representative"), acting for itself and

as representative of each underwriter (together, the "Underwriting Group") named in the Bond Purchase Agreement (the "Bond Purchase Agreement") executed by the Representative and the City of Chicago (the "City") on January 16, 2020 (the "Sale Date") relating to the sale of the Bonds, hereby certifies as follows:

1. *Sale of the General Rule Maturities. As of the date of this Issue Price Certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity of the Bonds was sold to the Public is the respective price listed in Schedule A.*

2. Defined Terms. Capitalized terms used in this Certificate and not otherwise defined herein have the following meanings:

a) "General Rule Maturities" means those Maturities of the Bonds listed in Schedule A hereto as the "General Rule Maturities."

b) "Maturity" means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

c) "Public" means any person (including an individual, trust, estate, partnership, association, company or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this Issue Price Certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

d) "Sale Date" means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is January 16, 2020.

## B-1

(e) "Underwriter" means (i) any person that agrees pursuant to a written contract with the City (or with the Representative to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

## 3. Additional Information.

a) Based on the sale price of each Maturity of the Bonds, the "gross production" in connection with the sale of the Bonds was \$555,912,561.25. The undersigned has calculated that the weighted average maturity of the Bonds, computed as provided in the instructions for Form 8038-G, is 7.8169 years. We have calculated the yield of the Bonds to be 2.2574%. This computation is based on the aggregate "gross production" of the Bonds set forth above and on reducing the payments on the Bonds by the amount of the refund of the insurance premium for the certain of the bonds refunded by the Bonds (the "Prior Bonds"). We have performed these calculations with the express understanding and agreement of Co-Bond Counsel and the City that,

notwithstanding the performance of these calculations and delivery of this letter: (i) in doing so the undersigned is not acting as a Municipal Advisor (as defined in Section 15B of the Securities Exchange Act of 1934, as amended); (ii) we do not have a fiduciary duty to the City; and (iii) we are not to be construed as a "paid preparer" of any tax returns of the City, including specifically (but not limited to) Form 8038-G. We remind you that we are not accountants or actuaries, nor are we engaged in the practice of law. Accordingly, while we believe the calculations described above to be correct, we do not warrant them to be so, nor do we warrant their validity for purposes of Sections 103 and 141 through 150 of the Internal Revenue Code of 1986, as amended (the "Code").

b) The undersigned has asked to calculate the weighted average maturity of the remaining weighted average maturity of the Prior Bonds in the following manner: divide (i) the sum of the products determined by taking the issue price of each maturity times the number of years from the date hereof to the date of such maturity (treating the mandatory redemption of such bonds as a maturity), by (ii) the aggregate issue price of the Prior Bonds. Based solely on these calculations, the weighted average maturity of the Prior Bonds is 8.2468 years, and the remaining weighted average maturity for the Prior Bonds comprised of (i) the City's General Obligation Bonds, Series 2007K (Modern Schools Across Chicago Program) is 3.0399 years, (ii) the City's General Obligation Bonds, Project and Refunding Series 2007A is 10.2896 years, (iii) the City's General Obligation Bonds, Series 2007G (Modern Schools Across Chicago Program) is 2.4189 years, and (iv) the City's General Obligation Bonds, Refunding Series 2009A is 6.7031 years.

## B-2

The representations set forth in this Issue Price Certificate are limited to factual matters only. Nothing in this Issue Price Certificate represents the Representative's interpretation of any laws, including specifically Sections 103 and 148 of the Code and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the City with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with federal income tax rules affecting the Bonds, and by Co-Bond Counsel in connection with rendering their opinions that interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the City from time to time relating to the Bonds.

Dated: January 30, 2020

J.P. MORGAN SECURITIES LLC, as  
Representative

By:

Its:

B-3

**SCHEDULE A TO EXHIBIT B**

**SALE PRICES OF THE GENERAL RULE MATURITIES AND INITIAL OFFERING PRICES OF  
THE HOLD-THE-OFFERING-PRICE MATURITIES**

*{Attached}*

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A-1

**SCHEDULE B TO EXHIBIT B PRICING WIRE OR EQUIVALENT  
COMMUNICATION**  
*(Attached)*

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B-1

**EXHIBIT C-1**

**SUPPLEMENTAL OPINION OF CO-BOND COUNSEL**

January 30, 2020

J.P. Morgan Securities LLC, as Representative of the  
Underwriters Chicago, Illinois

City of Chicago

We have acted as Co-Bond Counsel in connection with the issuance and sale by the City of Chicago (the "City") of its \$466,495,000 General Obligation Bonds, Refunding Series 2020A (the "Bonds"). As Co-Bond Counsel, we have examined the proceedings, certificates, records and documents that we have deemed necessary and relevant as a basis for the opinions hereinafter set forth. During the course of this examination, we have assumed the genuineness of all signatures and the authenticity of all documents submitted to us as certified copies. All capitalized terms used but not defined herein have the meanings given them in the Bond Purchase Agreement, dated January 16, 2020 with respect to the Bonds (the "Purchase Agreement"), by and between the City and J.P. Morgan Securities LLC, as Representative of the Underwriters. We have delivered our approving legal opinion of even date herewith with respect to the validity of the Bonds and the

Underwriters may rely upon such opinion as if it was addressed to the Underwriters.

Based upon the foregoing, we are of the opinion that:

1. The Purchase Agreement has been duly authorized, executed and delivered by the City, and assuming the due authorization, execution and delivery of the Purchase Agreement by the other party thereto, constitutes a legal, valid and binding contractual obligation of the City enforceable in accordance with its terms, except to the extent that the enforceability thereof may be limited by any applicable bankruptcy, insolvency, liquidation, reorganization moratorium or similar laws relating to the enforcement of creditors' rights and remedies and except that enforcement by equitable and similar remedies, such as mandamus, may be subject to the exercise of judicial discretion, or otherwise limited, in accordance with general principles of law or equity applicable to those remedies. For the purposes of this opinion we have assumed that the Purchase Agreement was not made or procured in a manner prohibited by the Public Officer Prohibited Activities Act, 50 Illinois Compiled Statutes 105.

2. The Bonds constitute exempted securities within the meaning of Section 3(a)(2) of the Securities Act of 1933, as amended (the "Securities Act"), and Section 304(a)(4)(A) of the Trust Indenture Act of 1939, as amended (the "Trust Indenture Act"), and it is not necessary, in connection with any current public offering and sale of the Bonds, to register the Bonds under the Securities Act or qualify the Ordinance or the Trust Indenture under the Trust Indenture Act.

#### C-1-1

3. We have not been engaged nor have we undertaken to review or verify the accuracy, completeness or sufficiency of the Official Statement or other offering material relating to the Bonds. In our capacity as Co-Bond Counsel in connection with the issuance of the Bonds we have reviewed the information contained in the Official Statement under the captions "INTRODUCTION," "THE 2020A BONDS," "SECURITY FOR THE 2020A BONDS" and "TAX MATTERS" and in APPENDIX A - "Summary of the Indenture" insofar as such statements purport to summarize or describe certain provisions of the Bonds, the Ordinance and the Indenture. The purpose of our professional engagement was not to establish or confirm factual matters in the Official Statement, and we have not undertaken any obligation to verify independently any of the factual matters set forth under these captions. Subject to the foregoing, the summary descriptions in the Official Statement under such captions and in said APPENDIX A, as of the date of the Official Statement and as of the date hereof, insofar as such descriptions purport to describe or summarize certain provisions of the Bonds, are accurate summaries of such provisions in all material respects. In addition, the information in the Official Statement under the caption "TAX MATTERS" purporting to describe or summarize our opinions concerning certain federal tax matters relating to the Bonds has been reviewed by us and is an accurate summary in all material respects. Except as specifically described in this paragraph, we make no statement with respect to and have not undertaken to determine independently the accuracy, fairness or completeness of any statements contained or incorporated by reference in the Official Statement.

We are not passing upon, and do not assume any responsibility for, the accuracy, completeness or fairness of any of the statements contained in the Official Statement and make no representation that we have independently verified the accuracy, completeness or fairness of any such statements (except those described in paragraph 3, above). In our capacity as Co-Bond Counsel we participated in conferences with representatives, including counsel, of the Underwriters and the City at which conferences the contents of the Official Statement and related matters were discussed. The purpose of our professional engagement was not to establish or confirm



factual matters set forth in the Official Statement and we have not undertaken any obligation to verify independently any of the factual matters set forth therein. Moreover, many of the determinations required to be made in the preparation of the Official Statement involve matters of a non-legal nature. Based on our participation in the above-mentioned conferences and in reliance thereon, without independent verification, we advise you as a matter of fact and not opinion that, during the course of our role as Co-Bond Counsel to the City with respect to the Bonds, no facts have come to the attention of the attorneys in our firm rendering legal services in connection with such role which caused us to believe that the Official Statement (except for statements under the captions "THE CITY", "PLAN OF FINANCING," "SOURCES AND USES OF FUNDS," "FINANCIAL DISCUSSION AND ANALYSIS," "PENSION BENEFITS PROVIDED BY THE CITY," "OTHER POST-EMPLOYMENT BENEFITS PROVIDED TO MEMBERS," "GENERAL OBLIGATION DEBT," "INVESTMENT CONSIDERATIONS," "LITIGATION," "INDEPENDENT AUDITORS," "RATINGS," "FINANCIAL ADVISORS AND INDEPENDENT REGISTERED MUNICIPAL ADVISORS," "VERIFICATION AGENT," "UNDERWRITING" and "SECONDARY MARKET DISCLOSURE," and in APPENDICES B, C, D and F, and the financial and statistical data in the Official Statement, as to all of which we express no view), as of its date or as of the date of this letter, contained or

C-I-2

contains an untrue statement of a material fact or omitted or omits a material fact necessary to make the statements in it, in light of the circumstances under which they were made, not misleading. No responsibility is undertaken or statement rendered with respect to any other disclosure document, materials or activity, or as to any information from another document or source referred to by or incorporated by reference in the Official Statement.

This letter is furnished by us as Co-Bond Counsel to the City. No attorney-client relationship has existed or exists between our firm and the Underwriters in connection with the Bonds or by virtue of this letter. This letter is solely for the benefit of the Underwriters and the City and may not be used, quoted, relied upon or otherwise referred to for any other purpose or by any other person (including any person purchasing any of the Bonds from the Underwriters) without our prior written consent.

Very truly yours,

C-1-3

**EXHIBIT C-2**

**LETTERS OF SPECIAL DISCLOSURE COUNSEL**

**LETTER TO CITY**

[Closing Date]

City of Chicago  
121 North LaSalle Street  
Chicago, Illinois 60602

Re:                               \$466,495,000 City of Chicago  
  *General Obligation Bonds Refunding Series 2020A*  
  *(the "Bonds")*

Ladies and Gentlemen:

We have acted as special disclosure counsel to you, the City of Chicago (the "City"), solely in connection with the information contained under the captions "PENSION BENEFITS PROVIDED BY THE CITY" AND "OTHER POST-EMPLOYMENT BENEFITS PROVIDED TO MEMBERS" (the "Pension Sections") of the Preliminary Official Statement dated December 23, 2019 (the "Preliminary Official Statement") and the Official Statement dated January 16, 2020 (the "Official Statement"), each relating to the Bonds issued by the City on this date.

In accordance with our understanding with the City, we have reviewed the Pension Sections, certificates of officers of the City and other appropriate persons, and such other records, reports, opinions and documents, and we have made such investigations of law, as we have deemed appropriate as a basis for the conclusion hereinafter expressed. As to facts material to the views expressed herein, we have, with your consent, relied upon oral or written statements or representations of officers or other representatives or agents of or consultants to the City and of or to the Municipal Employees' Annuity and Benefit Fund of Chicago, the Policemen's Annuity and Benefit Fund of Chicago, the Firemen's Annuity and Benefit Fund of Chicago, and the Laborers' and Retirement Board Employees' Annuity and Benefit Fund of Chicago (collectively, the "Retirement Funds"), including the representations and warranties of the City in the Bond Purchase Agreement dated January 16, 2020, with respect to the Bonds, between the City and J.P. Morgan Securities LLC, on behalf of itself and the other underwriters named therein (collectively, the "Underwriters"). We have not independently verified such matters. Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Official Statement.

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In arriving at the conclusion hereinafter expressed, we are not expressing any opinion or view on, and with your permission are assuming and relying on, the validity, accuracy and sufficiency of the records, reports, documents, certificates and opinions referred to above (including the accuracy of all factual matters represented and legal conclusions contained therein, including, without limitation, any representations and legal conclusions regarding the due authorization, issuance, delivery, validity and enforceability of the Bonds, the tax treatment of interest on the Bonds for federal income tax purposes, and the application of Bond proceeds in accordance with the authorization therefor). We have assumed that all records, reports, documents, certificates and opinions that we have reviewed, and the signatures thereto, are genuine.

We are not passing upon, and do not assume any responsibility for, the accuracy, completeness or fairness of any of the statements contained in the Pension Section and make no representation that we have independently verified the accuracy, completeness or fairness of any such statements. In our capacity as special disclosure counsel to the City, to assist you in discharging your responsibility with respect to the Pension Sections, we participated in conferences and correspondence with representatives of the City, the City's attorneys, Co-Disclosure Counsel to the City, the Underwriters, counsel to the Underwriters, and other persons involved in the preparation of information for the Pension Sections, during which the contents of the Pension Sections and related matters were discussed and revised. The purpose of our professional engagement was not to establish or confirm factual matters set forth in the Pension Sections, and we have not undertaken any obligation to verify independently any of the factual matters set forth therein. Moreover, many of the determinations required to be made in the preparation of the Pension Sections involve matters of a non-legal nature. Based on our participation in the above-mentioned conferences and correspondence, and in reliance thereon and on our limited review of the records, reports, documents, certificates, statements, representations, warranties, opinions and matters mentioned above, without independent verification, we advise you as a matter of fact and not opinion that, during our engagement as special disclosure counsel to the City in connection with the Pension Sections, no facts came to the attention of the attorneys in our firm rendering legal services in connection with such limited role which caused us to believe that the Pension Sections (apart from the financial statements or other financial, operating, numerical, accounting or statistical data or forecasts, estimates, projections, assumptions or expressions of opinion, or matters of litigation contained or incorporated therein, as to which we do not express any conclusion or belief) contained as of the dates of the Preliminary Official Statement and the Official Statement or contains as of the date hereof any untrue statement of a material fact or

omitted or omits to state a material fact required to be stated therein or necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading. No responsibility is undertaken or statement rendered herein with respect to any other portions of the Preliminary Official Statement or the Official Statement or any other disclosure document, materials or activity, or as to any information from another document or source referred to by or incorporated by reference in the Preliminary Official Statement or the Official Statement.

By acceptance of this letter you recognize and acknowledge that: (i) the preceding paragraph is not a legal opinion but is rather in the nature of negative observations based on certain limited activities performed by specific lawyers in our firm during our engagement to the

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City as special disclosure counsel in connection with the Pension Sections; (ii) the scope of those activities performed by us for purposes of delivering this letter was inherently limited and does not purport to encompass all activities necessary for compliance with applicable securities laws; and (iii) those activities performed by us rely on third party representations, warranties, certifications, statements and opinions, including and primarily, representations, warranties and certifications made by the City, and are otherwise subject to the conditions set forth herein.

We express herein no opinion or belief herein with respect to the validity of the Bonds or the taxation thereof or of the interest thereon, and our expression of belief with respect to the Pension Sections assumes the validity of the Bonds and the tax treatment of the interest payable thereon for federal income tax purposes, all as set forth in the opinions of Co-Bond Counsel.

This letter is furnished by us in our limited capacity as special disclosure counsel to the City in connection with the Pension Sections. This letter may not be used, quoted, relied upon or otherwise referred to for any other purpose or by any other person (including any person purchasing any of the Bonds from the Underwriters) without our prior written consent, except that such letter may be referenced in the Preliminary Official Statement, the Official Statement and the Bond Purchase Agreement with respect to the Bonds and included in the transcript of proceedings for the Bonds. This letter is given as of the date hereof and we assume no obligation to revise or supplement this letter to reflect any facts or circumstances that may hereafter come to our attention.

Respectfully submitted,

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**EXHIBIT C-2**

**LETTERS OF SPECIAL DISCLOSURE COUNSEL LETTER**

**TO UNDERWRITERS**

[Closing Date]

J.P. Morgan Securities LLC, as Representative of the  
Underwriters named in the Bond Purchase Agreement  
described below

Re: \$466,495,000 City of Chicago  
*General Obligation Bonds Refunding Series 2020A*  
*(the "Bonds")*

Ladies and Gentlemen:

We have acted as special disclosure counsel to the City of Chicago (the "City"), solely in connection with the information contained under the captions "PENSION BENEFITS PROVIDED BY THE CITY" AND "OTHER POST-EMPLOYMENT BENEFITS PROVIDED TO MEMBERS" (the "Pension Sections") of the Preliminary Official Statement dated December 23, 2019 (the "Preliminary Official Statement") and the Official Statement dated January 16, 2020 (the "Official Statement"), each relating to the Bonds issued by the City on this date.

In accordance with our understanding with the City, we have reviewed the Pension Sections, certificates of officers of the City and other appropriate persons, and such other records, reports, opinions and documents, and we have made such investigations of law, as we have deemed appropriate as a basis for the conclusion hereinafter expressed. As to facts material to the views expressed herein, we have, with your consent, relied upon oral or written statements or representations of officers or other representatives or agents of or consultants to the City and of or to the Municipal Employees' Annuity and Benefit Fund of Chicago, the Policemen's Annuity and Benefit Fund of Chicago, the Firemen's Annuity and Benefit Fund of Chicago, and the Laborers'

and Retirement Board Employees' Annuity and Benefit Fund of Chicago (collectively, the "Retirement Funds"), including the representations and warranties of the City in the Bond Purchase Agreement dated January 16, 2020, with respect to the Bonds, between the City and J.P. Morgan Securities LLC, on behalf of itself and the other underwriters named therein (collectively, the "Underwriters"). We have not independently verified such matters.

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Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Official Statement.

In arriving at the conclusion hereinafter expressed, we are not expressing any opinion or view on, and with your permission are assuming and relying on, the validity, accuracy and sufficiency of the records, reports, documents, certificates and opinions referred to above (including the accuracy of all factual matters represented and legal conclusions contained therein). We have assumed that all records, reports, documents, certificates and opinions that we have reviewed, and the signatures thereto, are genuine.

We are not passing upon, and do not assume any responsibility for, the accuracy, completeness or fairness of any of the statements contained in the Pension Section and make no representation that we have independently verified the accuracy, completeness or fairness of any such statements. In our capacity as special disclosure counsel to the City, to assist it in discharging its responsibility with respect to the Pension Sections, we participated in conferences and correspondence with your representatives, representatives of the City, the City's attorneys, Co-Disclosure Counsel to the City, counsel to the Underwriters, and other persons involved in the preparation of information for the Pension Sections, during which the contents of the Pension Sections and related matters were discussed and revised. The purpose of our professional engagement was not to establish or confirm factual matters set forth in the Pension Sections, and we have not undertaken any obligation to verify independently any of the factual matters set forth therein. Moreover, many of the determinations required to be made in the preparation of the Pension Sections involve matters of a non-legal nature. Based on our participation in the above-mentioned conferences and correspondence, and in reliance thereon and on our limited review of the records, reports, documents, certificates, statements, representations, warranties, opinions and matters mentioned above, without independent verification, we advise you as a matter of fact and not opinion that, during our engagement as special disclosure counsel to the City in connection with the Pension Sections, no facts came to the attention of the attorneys in our firm rendering legal services in connection with such limited role which caused us to believe that the Pension Sections (apart from the financial statements or other financial, operating, numerical, accounting or statistical data or forecasts, estimates, projections, assumptions or expressions of opinion, or matters of litigation contained or incorporated therein, as to which we do not express any conclusion or belief) contained as of the dates of the Preliminary Official Statement and the Official Statement or contains as of the date hereof any untrue statement of a material fact or omitted or omits to state a material fact required to be stated therein or necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading. No responsibility is undertaken or statement rendered herein with respect to any other portions of the Preliminary Official Statement or the Official Statement or any other disclosure document, materials or activity, or as to any information from another document or source referred to by or incorporated by reference in the Preliminary Official Statement or the Official Statement.

By acceptance of this letter you recognize and acknowledge that: (i) the preceding paragraph is not a legal opinion but is rather in the nature of negative observations based on certain limited activities performed

by specific lawyers in our firm during our engagement to the

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City as special disclosure counsel in connection with the Pension Sections; (ii) the scope of those activities performed by us for purposes of delivering this letter was inherently limited and does not purport to encompass all activities necessary for compliance with applicable securities laws; (iii) those activities performed by us rely on third party representations, warranties, certifications, statements and opinions, including and primarily, representations, warranties and certifications made by the City, and are otherwise subject to the conditions set forth herein; (iv) we have not been engaged to act, and have not acted, as your counsel for any purpose in connection with the issuance of the Bonds; (v) no attorney-client relationship exists or has at any time existed between us in connection with the Bonds or by virtue of this letter; and (vi) this letter is based upon our review of proceedings and other documents undertaken as part of our engagement with the City, and in order to deliver this letter we neither undertook any duties or responsibilities to you nor conducted any activities in addition to those undertaken or conducted for the benefit of, and requested by, the City. Consequently, we make no representation that our review has been adequate for your purposes.

We express herein no opinion or belief herein with respect to the validity of the Bonds or the taxation thereof or of the interest thereon, and our expression of belief with respect to the Pension Sections assumes the validity of the Bonds and the tax treatment of the interest payable thereon for federal income tax purposes, all as set forth in the opinions of Co-Bond Counsel.

This letter is furnished by us in our limited capacity as special disclosure counsel to the City in connection with the Pension Sections and is solely for the benefit of the Underwriters. This letter may not be used, quoted, relied upon or otherwise referred to for any other purpose or by any other person (including any person purchasing any of the Bonds from the Underwriters) without our prior written consent, except that such letter may be referenced in the Preliminary Official Statement, the Official Statement and the Bond Purchase Agreement with respect to the Bonds and included in the transcript of proceedings for the Bonds. This letter is given as of the date hereof and we assume no obligation to revise or supplement this letter to reflect any facts or circumstances that may hereafter come to our attention.

Respectfully submitted,

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**EXHIBIT D**

**OPINION OF CORPORATION COUNSEL OF THE CITY**

[Closing Date]

J.P. Morgan Securities LLC, as Representative of the  
Underwriters named in the Bond Purchase Agreement, dated  
January 16, 2020, between such Underwriters and the City of  
Chicago

Ladies and Gentlemen:

This opinion is given to you pursuant to Section 11 (A)(v) of that certain Bond Purchase Agreement dated January 16, 2020 (the "Bond Purchase Agreement"), between the City of Chicago (the "City") and J.P. Morgan Securities LLC, as representative of a group of underwriters (the "Representative"), with respect to the purchase of the \$466,495,000 City of Chicago General Obligation Bonds, Refunding Series . 2020A (the "Bonds"). The Bonds are being issued in accordance with the Trust Indenture between the City and Zions Bancorporation, National Association, as trustee (the "Trustee") dated as of January 1, 2020 (the "Indenture"). The Bonds are authorized by an ordinance of the City adopted by the City Council of the City (the "City Council") on November 26, 2019 (the "Ordinance"). Unless otherwise defined herein, capitalized terms used herein shall have the meanings assigned to them in the Bond Purchase Agreement.

In connection with the issuance of the Bonds, I have caused to be examined a certified copy of the record of proceedings of the City Council pertaining to the issuance of the Bonds by the City, and executed counterparts, where applicable, of the following documents:

- a) the Ordinance;
- b) the Indenture;
- c) the Bond Purchase Agreement;

d) that certain Continuing Disclosure Undertaking dated the date hereof pursuant to the requirements of Section (b)(5) of Rule 15c-12 of the Securities and Exchange Commission (the "Undertaking"); and

e) those certain Escrow Agreements dated the date hereof between the City and Zions Bancorporation, National Association, as an escrow agent (the "Escrow Agreements");

On the basis of such examination and review of such other information, records and documents as was deemed necessary or advisable, I am of the opinion that:



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1. The City is a home rule unit of local government duly organized and existing under the Constitution and laws of the State of Illinois with full power and authority, among other things, to adopt the Ordinance, to authorize the issuance of the Bonds, and to execute and deliver the Indenture, the Bond Purchase Agreement, the Undertaking and the Escrow Agreements.

2. The Bond Purchase Agreement, the Indenture, the Undertaking and the Escrow Agreements have been duly authorized, executed and delivered by, and the Ordinance has been duly adopted by, the City, and, assuming the due execution and delivery by the other parties thereto, as appropriate, such instruments constitute legal and valid obligations of the City in each case enforceable in accordance with their respective terms except as may be limited by bankruptcy, insolvency and other laws affecting creditors' rights or remedies and the availability of equitable remedies generally.

3. To my knowledge, compliance with the provisions of the Bonds, the Ordinance, the Indenture, the Bond Purchase Agreement, the Undertaking and the Escrow Agreements does not conflict in a material manner with, or constitute a material breach of or material default under, any applicable law, administrative regulation, court order or consent decree of the State of Illinois, or any department, division, agency or instrumentality thereof or of the United States of America or any ordinance, agreement or other instrument to which the City is a party or is otherwise subject.

4. To my knowledge, all approvals, consents and orders of and filings (except with respect to state "blue sky" or securities laws) with any governmental authority, board, agency or commission having jurisdiction which would constitute conditions precedent to the performance by the City of its obligations under the Ordinance, the Indenture, the Bond Purchase Agreement, the Undertaking, the Escrow Agreements and the Bonds have been obtained.

5. There is no litigation or proceeding pending, or to my knowledge, threatened, materially affecting the existence of the City or seeking to restrain or enjoin the issuance of the Bonds, or contesting the validity or enforceability of the Bonds, the Ordinance, the Indenture, the Bond Purchase Agreement, the Undertaking, or the Escrow Agreements or the completeness or accuracy of the Preliminary Official Statement or the Official Statement, or the powers of the City or its authority with respect to the Bonds, the Ordinance, the Indenture, the Bond Purchase Agreement or the Undertaking.

Nothing has come to my attention which would lead me to believe that the Official Statement (excluding information under the captions "RATINGS," "UNDERWRITING," "TAX MATTERS," "APPENDIX B - ECONOMIC AND DEMOGRAPHIC INFORMATION," "APPENDIX E - OPINIONS OF CO-BOND COUNSEL," and "APPENDIX F - BOOK-ENTRY ONLY SYSTEM," information sourced to sources other than the City or departments thereof, any information in or omitted from the Official Statement relating to DTC, any information in or omitted from the Official Statement relating to any information furnished by the Underwriters for use in the Official Statement, the financial statements and all other financial and statistical data contained in the Official Statement, including the Appendices thereto) contains an untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not

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misleading in any material respect.

No opinion is expressed as to any "blue sky" or other securities laws or as to the laws regarding taxation of any state or the United States of America, or any disclosure or compliance related thereto.

The statements contained herein are made in an official capacity and not personally and no personal responsibility shall derive from them. Further, the only opinions that are expressed are the opinions specifically set forth herein, and no opinion is implied or should be inferred as to any other matter or transaction.

No one other than you shall be entitled to rely on this opinion.

Very truly yours,

Marc A. Flessner Corporation Counsel

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**EXHIBIT E**  
**OPINION OF CO-DISCLOSURE COUNSEL**

[Closing Date]

**CITY OF CHICAGO \$466,495,000**  
**General Obligation Bonds Refunding**  
**Series 2020A**

City of Chicago Chicago, Illinois

J.P. Morgan Securities LLC,  
as Representative of the Underwriters Chicago,  
Illinois

Ladies and Gentlemen:

We have acted as co-disclosure counsel in connection with the issuance of the above-referenced bonds (the "Bonds") pursuant to a Bond Purchase Agreement dated January 16, 2020 (the "Bond Purchase Agreement") by and between the City of Chicago (the "City") and J.P. Morgan Securities LLC, on behalf of itself and the other underwriters named in the Bond Purchase Agreement (collectively referred to as the "Purchasers"). In connection with the issuance of the Bonds and in accordance with our understanding with the City, we rendered legal advice and assistance to the City in the course of the City's preparation and review of the Preliminary Official Statement dated December 23, 2019 (the "Preliminary Official Statement") and the Official Statement dated January 16, 2020 (the "Official Statement"), relating to the Bonds.

In the course of such participation we have reviewed information furnished to us by, and have participated in conferences or otherwise with, the City's representatives, the City's Corporation Counsel, and the City's finance department; Columbia Capital Management LLC, Public Alternative Advisors, LLC, PFM Financial Advisors LLC and Swap Financial Group LLC, as the City's co-financial advisors (the "Financial Advisors"); the independent registered municipal advisors described in the Preliminary Official Statement and the Official Statement under the caption "FINANCIAL ADVISORS AND INDEPENDENT REGISTERED MUNICIPAL ADVISORS", as the City municipal advisors (the "IRMAs"), the Purchasers; Katten Muchin Rosenman LLP and Reyes Kurson, Ltd., as co-bond counsel ("Co-Bond Counsel"); McGuireWoods LLP, as underwriters' counsel ("Underwriters' Counsel"); and Chapman and Cutler LLP, as the City's special disclosure counsel ("Special Disclosure Counsel"). We have also reviewed certain documents, certificates and opinions delivered to the Purchasers and the City in connection with the issuance of the Bonds and other documents and records relating to the issuance and sale of the Bonds. In addition, we have relied upon statements, certificates and letters of the City's officials, the City's finance department, the

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City's Corporation Counsel, Co-Bond Counsel, Underwriters' Counsel, Special Disclosure Counsel, the Purchasers, the IRMAs, and the Co-Financial Advisors. However, we have not independently investigated or verified the accuracy, completeness or fairness of any of the statements included in the Preliminary Official

Statement or the Official Statement. In addition, we have assumed the genuineness of all signatures, the legal capacity of all individuals who have executed documents reviewed by us, the authenticity of all documents submitted to us as originals and the conformity to original documents of all documents submitted to us as certified, photostatic, reproduced, electronic or conformed copies.

Based solely on the foregoing, we advise that, although we have made no independent investigation or verification of the accuracy, fairness or completeness of, and do not pass upon or assume any responsibility for, the statements included in the Preliminary Official Statement or the Official Statement, during the course of the activities described in the preceding paragraph, we are of the opinion that: (A) the Bonds are exempt from registration pursuant to the Securities Act of 1933, as amended, and it is not necessary in connection with the public offering and sale of the Bonds to register any security under the Securities Act of 1933, as amended and no ordinance or indenture in respect of the Bonds is required to be qualified under the Trust Indenture Act of 1939, as amended, (B) the Continuing Disclosure Undertaking complies with the requirements of paragraph (b) (5) of Rule 15c2-12 in effect as of the date of the Closing and (C) nothing has come to our attention which would lead us to believe that the Preliminary Official Statement or the Official Statement and the Appendices thereto (but excluding any information from another document or source referred to or incorporated by reference in the Preliminary Official Statement or the Official Statement, or provided by the Underwriters for use in the Preliminary Official Statement or the Official Statement, the financial statements and other financial and statistical data contained in the Preliminary Official Statement or the Official Statement and the Appendices thereto, including APPENDICES B and C, the financial and actuarial data concerning the retirement plans for City employees contained in the Preliminary Official Statement or the Official Statement under the headings "FINANCIAL DISCUSSION AND ANALYSIS - Overlapping Taxing Districts' Pension Obligations," "PENSION BENEFITS PROVIDED BY THE CITY" and "OTHER POST-EMPLOYMENT BENEFITS PROVIDED TO MEMBERS," the descriptions of DTC and the DTC Book-Entry System, including references thereto in "THE 2020A BONDS - General" and APPENDIX F - "BOOK ENTRY ONLY SYSTEM", and the information included under the captions "INDEPENDENT AUDITORS," "RATINGS," "FINANCIAL ADVISORS AND INDEPENDENT REGISTERED MUNICIPAL ADVISORS," "UNDERWRITING," and "TAX MATTERS," or any other information therein relating to the tax exempt status of the Bonds, including APPENDIX E, as to any of which no view is expressed), contains an untrue statement of a material fact or omits to state a material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading.

This letter is issued to and for the sole benefit of the above addressees and is issued for the sole purpose of the transaction specifically referred to herein. No person other than the above addressees may rely upon this letter without our express prior written consent. This letter may not be utilized for any other purpose whatsoever and may not be quoted without our express prior written consent. We assume no obligation to review or supplement this letter subsequent to its date, whether by reasons of a change in the current laws, by legislative or regulatory action, by judicial decision or for any other reason.

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In further accordance with our understanding with you, we express no opinion or belief with respect to the validity or enforceability of the Bonds or the exclusion from federal or state income taxation of the interest on the Bonds, and our expression of belief with respect to the Preliminary Official Statement and Official Statement assume the validity and enforceability of the Bonds in accordance with their terms and the exclusion of the interest payable thereon from gross income for federal income tax purposes, all as set forth in the opinion of Co-Bond Counsel.

The statements made and opinions expressed herein are an expression of the professional judgment of the attorneys participating in the transaction as to the matters addressed herein. By making such statements and rendering such opinions, the undersigned does not become an insurer or guarantor of that expression of professional judgment, of the transaction opined upon, or of the outcome of any legal dispute that may arise out of the transaction.

We express no opinion as to the laws of any jurisdiction other than laws of the State of Illinois (except that we express no opinion as to any choice of law provisions thereof) and the Federal laws of the United States of America to the extent cited herein. The foregoing opinions and Statement are based upon such laws as are in effect on the date hereof, and we assume no obligation to advise you or review or supplement this letter subsequent to its date, whether by reasons of a change on any of the information contained in the Official Statement or in the current laws, by legislative or regulatory action, by judicial decision or for any other reason and we expressly disclaim any undertaking to advise you of any subsequent changes therein.

Respectfully,  
**EXHIBIT F**

**REPRESENTATION LETTER**

City of Chicago  
Department of Finance  
121 North LaSalle Street, 7<sup>th</sup> Floor  
Chicago, Illinois 60602  
Attn.: Deputy Comptroller of Financial Policy  
J.P. Morgan Securities LLC, as Representative of the Underwriters named in the Bond Purchase Agreement, dated January 16, 2020, between such Underwriters and the City of Chicago

Pursuant to the Bond Purchase Agreement dated January 16, 2020 (the "Purchase Agreement"), among the City of Chicago (the "City") and J.P. Morgan Securities LLC, as representative (the "Representative") of the underwriters named therein (each, an "Underwriter") relating to the City's General Obligation Refunding Bonds Series 2020A (the "Bonds"), each of the undersigned Underwriters severally represents to the City that:

1) It is registered and in good standing under the Securities Exchange Act of 1934, as amended (the "1934 Act"), as a municipal securities dealer.

2) Neither the Representative nor any of the other Underwriters, nor any Affiliate thereof is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U.S. Department of Commerce, the U.S. Department of State or their successors, or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List, the List of Statutorily Debarred Parties and the Excluded Parties List.

*For purposes of this representation, "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.*

3) The undersigned Underwriters agree that in the event that any Underwriter or any of its Affiliates appears on any of the lists described in paragraph (1) above, at any time prior to the Closing (as defined in the Purchase Agreement) with respect to the Bonds, that Underwriter shall be deemed to have submitted to the Representative its Withdrawal From Agreement Among Underwriters.

4) Each undersigned Underwriter understands and agrees that it is required to and will comply with the provisions of Chapter 2-56 of the Municipal Code of Chicago. Pursuant to Section 2-56-090 of the Municipal Code of Chicago, it shall be the duty of each Underwriter to

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cooperate with the inspector general in any investigation or hearing undertaken pursuant to Chapter 2-56. Every Underwriter shall report, directly and without undue delay, to the City's inspector general any and all information concerning conduct by any person which such Underwriter knows to involve corrupt activity, pursuant to Section 2-156-018(b) of the Municipal Code of Chicago. Any Underwriter's knowing failure to report corrupt activity as required in subsection (b) of Section 2-156-018 of the Municipal Code of Chicago, shall constitute an event of default under the Purchase Agreement. For purposes of subsection (b) of Section 2-156-018 of the Municipal Code of Chicago, "corrupt activity" shall mean any conduct set forth in subparagraph (a)(1), (2) or (3) of Section 1-23-020 of the Municipal Code of Chicago:

1) bribery or attempted bribery, or its equivalent under any local, state or federal law, of any public officer or employee of the City or of any sister agency; or

2) theft, fraud, forgery, perjury, dishonesty or deceit, or attempted theft, fraud, forgery, perjury, dishonesty or deceit, or its equivalent under any local, state or federal law, against the City or of any sister agency; or

(3) conspiring to engage in any of the acts set forth in items (1) or (2) of above.

The Underwriters (individually and collectively) agree and covenant that no payment, gratuity or offer of employment shall be made in connection with the Purchase Agreement, by or on behalf of a subcontractor to the Underwriter or any higher-tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order related to this Purchase Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Representation Letter in connection with the Bonds to be executed by their duly authorized representatives as of the date written below.

Dated: January 30, 2020

**[Underwriter]**

By:

Name: Title:

By:

Name: Title:

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