



Office of the City Clerk

City Hall
121 N. LaSalle St.
Room 107
Chicago, IL 60602
www.chicityclerk.com

Legislation Text

File #: F2022-19, **Version:** 1

DEPARTMENT OF FINANCE

CITY OF CHICAGO

February 28, 2022

Andrea Valencia
City Clerk
121 North LaSalle Street
City Hall-Room 107
Chicago, Illinois 60602

RE: City of Chicago \$25,216,000 Special Assessment Improvement Bonds, Refunding
Series 2022 ("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 Section 6 of the ordinance adopted by the City Council of the City of Chicago ("City Council") on September 14, 2021. Copies of the executed Bond Purchase Agreement, First Supplemental Trust Indenture and First Supplemental Servicing Agreement, as well as copies of the Limited Offering Memorandum and the ordinance for the Bonds are also included.

Please direct this filing to the City Council.

Very truly yours,

Jennjie Huang Bennett
Chief Financial Officer

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**\$25,216,000 CITY OF CHICAGO SPECIAL ASSESSMENT IMPROVEMENT BONDS REFUNDING SERIES
2022 (LAKESHORE EAST PROJECT)**

NOTIFICATION OF SALE

To: The City Council of the City of Chicago

Please be advised that responsive to authority contained in the Bond Ordinance adopted by the City Council (the "City Council") of the City of Chicago (the "City") on September 14, 2021 (the "Ordinance"), and providing for the issuance of not to exceed \$35,000,000 aggregate principal amount of Special Assessment Improvement Bonds, Refunding Series 2022 (Lakeshore, East Project) (the "Bonds"), a First Supplemental Trust Indenture dated as of February 1, 2022 (the "Indenture"), amending and supplementing a Trust Indenture dated as of December 1, 2002 providing for the issuance of the Bonds, was entered into by me, as the Chief Financial Officer of the City With The Bank of New York Mellon Trust Company, N.A., as Trustee (the "Trustee") and a First Supplemental Servicing Agreement dated as of February 1, 2022 (the "Servicing Agreement") supplementing a Servicing Agreement dated as of December 1, 2002, providing for the servicing of the assessment installments was entered into by me, as Chief Financial Officer of the City with The Bank of New York Mellon, as successor to BNY Asset Solutions LLC as servicer, and the Trustee. Capitalized terms; defined in the Ordinance are used with the same meanings herein. The Ordinance provides that the Bonds may be issued in fully registered form and in such denominations, dated as of such dates, and shall bear interest from their dates on the unpaid principal amount thereof at such rates (not to exceed 8%) per annum, shall mature on such dates, but not later than December 1, 2032, and in such principal amounts, and shall be subject to redemption on such terms as are set forth in the Indenture.

The Bonds shall be issued in the aggregate principal amount of \$25,216,000, shall be dated the date hereof, shall bear interest at the rates per annum, and shall mature on the dates set forth on Schedule I hereto. The Bonds shall be subject to redemption as provided in the Indenture. The Bonds were sold pursuant to a Bond Purchase Agreement dated February 15, 2022 between the City and Loop Capital Markets LLC (the "Underwriter"), at purchase price of \$24,934,182.57 (which represents the aggregate principal amount of the Bonds less an Underwriter's discount of \$281,817.43). The Bonds were delivered to, or upon the order of, the Underwriter, as the original purchaser, in accordance with the Indenture and the Ordinance.

The amount of the proceeds of the Bonds to be applied as set forth in Section 7 of the Ordinance is as follows:

\$22,024,276.10 shall be deposited to the Series 2002 Defeasance Account which shall be applied, together with other amounts (\$11,897,210.44) transferred to such account as described below, to redeem the Series 2002 Bonds;

\$2,521,600 shall be deposited by the Trustee into the Debt Service Reserve Account; and

\$388,306.47 (which includes rounding amount of \$266.47) shall be deposited by the Trustee into, the Series 2022 Costs of Issuance Account to pay costs of issuance at the direction of the City.

In addition, the Trustee shall transfer the following amounts to the Series 2002 Defeasance Account to be applied to redeem the Series 2002 Bonds on the Redemption Date: (i) \$6.90 which constitutes all amounts on deposit in the Debt Service Account; (ii) \$4,669,903.82 which constitutes all amounts on deposit in the Debt Service Reserve Account, (iii) \$6,032,889.34 which constitutes all amounts on deposit in the General Reserve Fund in excess of the General Reserve Fund Requirement of \$50,000, (iv) \$1,118,845.40 which constitutes that portion of the amounts on deposit in the Making and Levying Fund in excess of \$300,000, (v) \$70,018.55 which constitutes all amounts on deposit in the Prepayment Account, and (vi) \$5,546.43 which constitutes all amounts on deposit in the Improvement Fund. After making such transfer, the Improvement Fund shall be closed. After making such transfers, the Trustee shall retain in the General Reserve Fund \$500,000 and shall retain in the Making and Levying Fund \$300,000.

As required by the Ordinance, the Bonds are being issued within the parameters set forth in the Supplemental Bond and Procedures Act in that the Bonds do not increase the assessment installments as reflected in the cash flows attached hereto nor extend the years in which the assessment installments are payable.

Attached hereto as Exhibits A,B,C,D and E, respectively, are executed copies of the Ordinance, the Indenture, the Bond Purchase Agreement, the Limited Offering Memorandum dated February 15,2022 and the Servicing Agreement.

Respectfully submitted this 28th day of February, 2022.

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Acknowledgement of Filing

The Notification of Sale of \$25,216,000 Special Assessment Improvement Bonds, Refunding Series 2022 (Lakeshore East Project) was filed in the office of the City Clerk of the City of Chicago, this 28th day of February, 2022.

Andrea M. Valencia City Clerk

[Seal]

Schedule I Terms of Bonds

Aggregate Principal Amount: \$25,216,000

2. Date of Issuance: February 28, 2022

3. Maturities, Principal Amounts, Interest Rates, Price and CUSIP Numbers:

Date	Principal Amount	Interest Rate	Price	CUSIP
12/01/2022	\$1,887,000	1.570%	100.000	167686AD6
12/01/2023	1,776,000	1.990%	100.000	167686AE4
12/01/2024	1,888,000	2.270%	100.000	167686AF1
12/01/2025	2,011,000	2.530%	100.000	167686AG9
12/01/2026	2,143,000	2.690%	100.000	167686AH7
12/01/2027	2,287,000	2.870%	100.000	167686AJ3
12/01/2028	2,440,000	3.040%	100.000	167686AK0
12/01/2029	2,608,000	3.200%	100.000	167686AL8
12/01/2030	2,787,00.0	3.290%	100.000	167686AM6
12/01/2031	2,978,000	3.380%	100.000	167686AN4
12/01/2032	2,411,000	3.450%	100.000	167686AP9

EXHIBIT A

STATE OF ILLINOIS)

)SS.

[T.P.]

COUNTY OF COOK)

IN WITNESS . WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City of Chicago aforesaid, at the said City, in the County and State aforesaid, this sixteenth (16th) day of September, 2021.

ANDREA M. VALENCIA, CITY CLERK

Committee on Finance City Council Meeting, July 21,

WHEREAS, the City of Chicago (the "City") is a municipal corporation and home rule unit of the State of Illinois (the "State") authorized pursuant to Article 9 of the Illinois Municipal Code, 65 Illinois Compiled Statutes 5/9, and the Special Assessment Supplemental Bond and Procedures Act, 50 Illinois Compiled Statutes 460 (the "Special Assessment Supplemental Bond and Procedures Act"), as modified and supplemented by Section 075 of Title 2, Chapter 102 of the Municipal Code of Chicago (the "Municipal Code"), to undertake a local improvement by special assessment and to issue special assessment improvement bonds to finance the cost of such local improvement; and

WHEREAS, on June 19, 2002, the City Council of the City (the "City Council") adopted an ordinance providing for the acquisition and construction of local improvements (the "Improvements") to benefit property described therein and hereafter referred to as the Lakeshore East Project which was published in the Journal of Council Proceedings (the "Journal") for such date at pages 88043 through 88202, inclusive; and

WHEREAS, on October 2, 2002, the City Council adopted an ordinance authorizing the issuance of the City of Chicago Special Assessment Improvement Bonds, Series 2002 (Lakeshore East Project) (the "Series 2002 Bonds"), in an aggregate principal amount of not to exceed \$60,000,000 (the "Series 2002 Bonds") which was published in the Journal for such date at pages 93718 through 93919, inclusive, to finance the Improvements; and

WHEREAS, on January 14, 2003, the City issued the Series 2002 Bonds in the aggregate principal amount of \$58,933,000, of which \$34,938,000 are currently outstanding; and

WHEREAS, the Series 2002 Bonds were issued pursuant to a Trust Indenture dated as of December 1, 2002 (the "Original Bond Indenture") between the City and The Bank of New York Mellon Trust Company, N. A., as successor to BNY Midwest Trust Company, as trustee (the "Trustee"); and

WHEREAS, in connection with the issuance of the Series 2002 Bonds, the City entered into a Servicing Agreement dated as of December 1, 2002 (the "Servicing Agreement") with The Bank of New York Mellon, as successor to BNY Asset Solutions LLC (the "Servicer") and the Trustee; and

WHEREAS, the City now desires to refund the Series 2002 Bonds in order to achieve debt service savings, and proposes to effect said refunding through the issuance of its Special Assessment Improvement Bonds, Refunding Series 2021 (Lakeshore East Project) (the "Series 2021 Bonds"), in the aggregate principal amount not to exceed \$35,000,000 pursuant to a First Supplemental Trust Indenture (the "First Supplemental Indenture") between the City and the Trustee, amending and supplementing the Original Bond Indenture (the Original Bond Indenture as supplemented by the First Supplemental Indenture being hereinafter referred to as the "Bond Indenture"); and

WHEREAS, the Series 2002 Bonds shall be refunded in a manner that does not increase assessment installments or extend the years in which payable; and

WHEREAS, a Bond Purchase Agreement in substantially final form by and among the City and the Underwriter (as defined herein) with respect to the Series 2021 Bonds (the "Purchase Agreement") is

attached hereto and incorporated herein as Exhibit A and which, as an ancillary agreement thereto, includes as an Exhibit K to such Exhibit A a form of Continuing Information Agreement among the City and other parties as described therein (the "Continuing Information Agreement"); and

WHEREAS, a Preliminary Limited Offering Memorandum in substantially final form (the "Preliminary Limited Offering Memorandum") with respect to the Series 2021 Bonds is attached hereto and incorporated herein, as Exhibit B; and

WHEREAS, a First Supplemental Servicing Agreement in substantially final form (the "First Supplemental Servicing Agreement") by and among the City, the Trustee and the Servicer with respect to the Series 2021 Bonds, is attached hereto and incorporated herein, as Exhibit C; and

WHEREAS, a First Supplemental Trust Indenture in substantially final form is attached hereto and incorporated herein as Exhibit D; and

WHEREAS, the Purchase Agreement, the Continuing Information Agreement, the First Supplemental Servicing Agreement, and the First Supplemental Trust Indenture shall be hereinafter referred to collectively as the "Series 2021 Bond Documents;"

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICAGO, AS FOLLOWS:

Section 1. Incorporation of the Recitals. The City Council hereby find that all of the recitals contained in the preambles to this Ordinance are true, correct and complete and are hereby incorporated by reference thereto and are made a part hereof.

Section 2. Public Purpose. The refunding of the Series 2002 Bonds in order to provide debt service savings through the issuance of special assessment refunding bonds is hereby authorized and determined to be in the public interest and in furtherance of the public purposes of the City.

Section 3. Authorization of the Series 2021 Bonds. In order to provide funds to carry out the public purpose set forth in Section 2 hereof, there are hereby authorized to be issued the limited obligation special assessment improvement refunding bonds of the City in the aggregate principal amount of not to exceed \$35,000,000, which bonds shall be designated "Special Assessment Improvement Bonds, Refunding Series 2021 (Lakeshore East Project)", in each case with such additions, modifications or revisions as shall be determined to be necessary by an Authorized Officer (as defined herein) at the time of the sale of such Series 2021 Bonds to reflect the calendar year of issuance of the Series 2021 Bonds, the order of sale of the Series 2021 Bonds, whether the Series 2021 Bonds are being issued on a tax-exempt or taxable basis, or any

9

other authorized features of the Series 2021 Bonds determined by an Authorized Officer as desirable to be reflected in the title of the Series 2021 Bonds being issued and sold.

The Series 2021 Bonds shall be authorized and issued pursuant to Division 2 of Article 9 of the Illinois Municipal Code, the Special Assessment Supplemental Bond and Procedures Act and the Local Government Debt Reform Act, 30 Illinois Compiled Statutes 350, and Section 2-102-075 of the Municipal Code of Chicago (collectively, the "Authorizing Acts"). The City elects to apply to the Series 2021 Bonds the provisions of the Special Assessment Supplemental Bond and Procedures Act.

Authority is granted to each of the Mayor, the Chief Financial Officer of the City (the "Chief Financial Officer") or the City Comptroller of the City (the "City Comptroller") (an "Authorized Officer" as referred to herein being either the Chief Financial Officer or the City Comptroller) to sell the Series 2021 Bonds on such terms, subject to Section 5 hereof as and to the extent an Authorized Officer determines that such sale is desirable and in the best financial interests of the City.

Authority is granted to each of the Authorized Officers to sell all or any portion of the Series 2021 Bonds to or at the direction of an underwriter or group of underwriters to be selected by the Authorized Officer (collectively the "Underwriter"), with the concurrence of the Chairman of the Committee on Finance of the City Council or, if unavailable or absent, the Vice Chairman of the Committee on Finance of the City Council, as an Authorized Officer may deem to be in the best interests of the City within the limitations set forth in this Ordinance.

The Series 2021 Bonds shall be issuable as fully registered bonds without coupons; shall be dated, executed and authenticated in the denominations and manner set forth in the Bond Indenture; shall bear interest from their date on the unpaid principal thereof at the rate not to exceed eight percent per annum; shall be payable as to principal and interest at the times and in the amounts set forth in the Bond Indenture; shall mature not later than December 1, 2032; and shall be subject to redemption prior to maturity at the times, under the circumstances, in the manner and at the redemption prices set forth in the First Supplemental Trust Indenture.

The Series 2021 Bonds, together with the interest payable thereon, shall be limited obligations of the City, payable from and secured as to the payment of the principal of or redemption price thereof and interest thereon, in accordance with their terms and the provisions of the Bond Indenture solely by the Trust Estate (as defined in the Bond Indenture) which includes the Assessment (as defined in the Bond Indenture) and other funds of the City held pursuant to, and as provided in, the Bond Indenture; and, pursuant to Section 13 of the Local Government Debt Reform Act, the Trust Estate is pledged to the Trustee for the benefit of the owners of the Series 2021 Bonds and all other Bonds issued and Outstanding (as defined in the Bond Indenture) thereunder, subject only to the provisions of the Bond Indenture permitting the application thereof for the purposes and on the terms and conditions set forth in the Bond Indenture.

Neither the State nor any political subdivision thereof (other than the City) shall be obligated to pay the principal of or purchase or redemption price thereof or interest on the Series 2021 Bonds, and neither the full faith and credit nor the taxing power of the State or any political subdivision thereof (including the City) is pledged to the payment of the principal of or

3

redemption price or interest on, the Series 2021 Bonds. The Series 2021 Bonds do not constitute a debt of the City within any constitutional or statutory limit. No Bondholder or receiver or trustee in connection with the payment of the Series 2021 Bonds shall have any right to compel the State or any political subdivision thereof (including the City) to exercise its appropriation or taxing powers.

The Series 2021 Bonds shall be issued in compliance with and under authority of the provisions of the Authorizing Acts, this Ordinance and the Bond Indenture. The Series 2021 Bonds shall be executed on behalf of the City with the official manual or facsimile signatures of the Mayor and the Clerk of the City (the "City Clerk") and shall have printed thereon a facsimile of its corporate seal or impressed thereon manually its corporate seal. In case any officer who

shall have signed (whether manually or in facsimile) any of the Series 2021 Bonds shall cease to be such officer of the City before the Series 2021 Bonds have been authenticated by the Trustee or delivered or sold, such Series 2021 Bonds with the signatures thereto affixed may, nevertheless, be authenticated by the Trustee, and delivered, and may be sold by the City, as though the person or persons who signed such Series 2021 Bonds had remained in office.

Section 4. Approval of Series 2021 Bond Documents. The forms, terms and provisions of the Series 2021 Bond Documents are hereby in all respects approved, and any of the Mayor, an Authorized Officer and the City Clerk are hereby authorized, empowered and directed to execute and deliver the Series 2021 Bond Documents in the name and on behalf of the City. The Series 2021 Bond Documents and the Preliminary Limited Offering Memorandum, as executed and delivered, shall be in substantially the forms attached to this Ordinance as Exhibits A, B, C and D, and are hereby approved, or with such changes therein as shall be approved by the Mayor or an Authorized Officer executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the forms of the Series 2021 Bond Documents and the Preliminary Limited Offering Memorandum attached hereto. The Mayor, an Authorized Officer, the City Clerk and such other officers, agents and employees of the City designated by the Mayor or an Authorized Officer are hereby authorized, empowered and directed to do all such acts and things and to execute all such additional documents as may be necessary to carry out the intent and accomplish the purposes of this Ordinance and to comply with and make effective the provisions of the Series 2021 Bond Documents; provided that in no event shall the Series 2021 Bond Documents authorize any increase in assessment installments or extend the years in which such assessment installments are payable.

Section 5. Bond Sale. The sale of the Series 2021 Bonds pursuant to the Purchase Agreement to the Underwriter, at a price of not less than 98% of the original principal amount thereof to be issued, exclusive of any original issue discount or premium on the Series 2021 Bonds, plus accrued interest to the date of delivery, is hereby authorized and approved.

The use and distribution of the Preliminary Limited Offering Memorandum by the Underwriter, prepared with respect to the Series 2021 Bonds is hereby ratified and approved. Any of the Mayor, an Authorized Officer and the City Clerk are hereby authorized, empowered and directed to execute and deliver a final Limited Offering Memorandum, substantially in the form of the Preliminary Limited Offering Memorandum attached hereto as Exhibit B or with such additions, changes or deletions therein as shall be approved by the Chief Financial Officer executing the same and as are necessary to reflect the final terms of the Series 2021 Bonds, her

4

execution thereof to constitute conclusive evidence of her approval and the City Council's approval of any and all changes or revisions therein from the form of the Preliminary Limited Offering Memorandum attached hereto as Exhibit B.

Section 6. Notification of Sale Subsequent to the sale of the Series 2021 Bonds, the Chief Financial Officer shall file in the Office of the City Clerk a notification of sale directed to the City Council setting forth: (i) the original principal amount of, maturity schedule and redemption provisions for the Series 2021 Bonds sold, (ii) the interest rates on the Series 2021 Bonds sold, (iii) how the Series 2021 Bonds are issued within the parameters set forth in Special Assessment Supplemental Bond and Procedures Act, (iv) the compensation paid to the Underwriter in connection with such sale, and (v) the amount of the proceeds of the Series 2021 Bonds to be applied as set forth in Section 7 of this Ordinance. There shall be attached to such notification the final form of the First Supplemental Trust Indenture, the Purchase Agreement, the Limited Offering Memorandum and the First Supplemental Servicing Agreement. The Series 2021 Bonds shall be issued within the parameters set forth in the Special Assessment Supplemental Bond and Procedures Act.

Section 7. Use of the Proceeds of Series 2021 Bonds. The proceeds from the sale of any of the Series 2021 Bonds shall be applied to: (i) refund and redeem all or a portion of the Series 2002 Bonds (ii) pay certain expenses incurred in connection with the issuance of the Series 2021 Bonds, and (iii) provide any required deposit in the Debt Service Reserve Account, all as shall be set forth in the First Supplemental Trust Indenture, and such proceeds are hereby appropriated for such purposes.

Section 8. Fees. In connection with, and as a condition to, the issuance of the Series 2021 Bonds, the City shall be paid a fee equal to 0.25 percent of the aggregate principal amount of the Series 2021 Bonds.

Section 9. Proxies. The Mayor and the Chief Financial Officer may each designate another to act as their respective proxy and to affix their respective signatures to each Series 2021 Bond, whether in temporary or definitive form, and to any other instrument, certificate or document required to be signed by the Mayor or the Chief Financial Officer pursuant to this Ordinance, the Bond Indenture or the Purchase Agreement. In each case, each shall send to the City Council written notice of the person so designated by each, such notice stating the name of the person so selected and identifying the instalments, certificates and documents which such person shall be authorized to sign as proxy for the Mayor and the Chief Financial Officer, respectively. A written signature of the Mayor or the Chief Financial Officer, respectively, executed by the person so designated underneath, shall be attached to each notice. Each notice, with signatures attached, shall be recorded in the Journal and filed with the City Clerk. When the signature of the Mayor is placed on an instrument, certificate or document at the direction of the Mayor in the specified manner, the same, in all respects, shall be as binding on the City as if signed by the Mayor in person. When the signature of the Chief Financial Officer is so affixed to an instrument, certificate or document at the direction of the Chief Financial Officer, the same, in all respects, shall be as binding on the City as if signed by the Chief Financial Officer in person.

Section 10. Enactment. The provisions of this Ordinance are hereby declared to be separable and if any section, phrase or provision shall for any reason be declared by a court of

5

competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity or enforceability of the remainder of the sections, phrases and provisions hereof. All ordinances, orders and resolutions and parts thereof in conflict herewith are to the extent of such conflict hereby repealed, and this Ordinance shall take effect and be in full force immediately upon its adoption. No provision of the Municipal Code or violation of any provision of the Municipal Code shall be deemed to impair the validity of this Ordinance or the instruments authorized by this Ordinance or to impair the security for or payment of the instruments authorized by this Ordinance; provided further, however, that the foregoing shall not be deemed to affect the availability of any other remedy or penalty for any violation of any provision of the Municipal Code.

Five copies of this Ordinance shall be published in pamphlet form, filed in the office of the City Clerk and made available for public inspection.

This Ordinance shall become effective upon its passage, approval and publication.

BRENDAN REILLY Alderman,
42nd Ward

Approved

6

Exhibit A

7

EXHIBIT A
BOND PURCHASE AGREEMENT

\$
CITY OF CHICAGO
Special Assessment Improvement Bonds,
Refunding Series 20 (Lakeshore East Project)
 , 20__

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

Ladies and Gentlemen:

The undersigned, Loop Capital Markets LLC (the "Underwriter"), hereby offers to enter into this Bond Purchase Agreement (the "Agreement") with the City of Chicago (the "City"), for the purchase by the Underwriter, and sale by the City, of all but not less than all of

\$ of the City's Special Assessment Improvement Bonds, Refunding Series 20 (Lakeshore East Project) (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 9:00 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 Underwriter.

The Underwriter is duly authorized 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. The Underwriter hereby 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 Underwriter is to purchase the Bonds for the sole limited purpose of resale to thirty-five or fewer Qualified Institutional Buyers as defined in Rule 144A of the Securities Act of 1933 who meet the requirements of and have executed and delivered to the Underwriter an Investor Letter in the form of Annex 1 prior to or contemporaneously with their purchase of the Bonds (the "Investors") in an arm's-length commercial transaction between the City and the Underwriter. The Underwriter has financial and other interests that differ from those of the City.

Certain capitalized terms have the meaning ascribed to them herein and in Exhibit A attached hereto. Capitalized terms not otherwise defined herein and therein shall have the meanings ascribed thereto in the Preliminary Limited Offering Memorandum (including but not limited to Appendix A attached thereto).

1

1 ■ Agreement to Sell and Purchase.

A) Upon the terms and conditions and based upon the representations, warranties and covenants set forth herein, the Underwriter hereby agrees to purchase from the City and the City hereby agrees to sell to the Underwriter, all (but not less than all) of the Bonds at a price equal to

\$ _____ which represents the aggregate principal amount of the Bonds less an Underwriter's discount of \$ _____ and plus[less] original issue premium [discount] of \$ _____. The Bonds shall have the dated date, maturity dates, optional and mandatory sinking fund redemption provisions and shall bear interest at the rates set forth in Schedule I hereto and being further described in the final Limited Offering Memorandum 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 Underwriter at the Closing (as defined in Section 8 hereof) and a condition to the Underwriter's obligation to purchase and pay for the Bonds that all Bonds be issued, sold and delivered by the City at the Closing. The Underwriter confirms that the Underwriter has offered and will sell the Bonds as a limited offering solely to the Investors on or before the date of this Agreement at the offering price or prices set forth under "Terms of Bonds" contained in Schedule I.

C) Establishment of Issue Price. The Underwriter 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 G with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, 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 of the Bonds to the Investors.

Except as otherwise set forth in Exhibit G, 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 Investors 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 the time of the execution of this Agreement, the Underwriter shall report to the City the price or prices at which the Underwriter has sold to the Public each maturity of the Bonds with the same credit and payment terms.

The Underwriter confirms that the Underwriter has 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 G attached hereto, except as otherwise set forth therein. Exhibit G 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 Underwriter 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 Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that

2

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:

- (a) the close of the fifth (5th) Business Day after the sale date; or
- (b) the date on which the Underwriter has 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.

The Underwriter shall promptly advise the City when the Underwriter has sold 10% of that maturity of the Bonds with the same credit and payment terms 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 (5th) Business Day after the sale date.

The Underwriter shall be solely liable for its failure to comply with its agreement regarding 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 and the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party 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 regarding the hold-the-offering-price rule as applicable to the Bonds.

The Underwriter confirms that any agreement among the Underwriter and any selling group agreement and each third-party distribution agreement relating to the initial sale of the Bonds to the Public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group, and each broker-dealer that is a party to such third-party distribution agreement, as applicable, to (A)(i) 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 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 (ii) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Underwriter and as set forth in the related pricing wires, (B) promptly notify the Underwriter 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 (C) acknowledge that, unless otherwise advised by the Underwriter, dealer or broker-dealer, the Underwriter shall assume that each order submitted by the Underwriter, dealer or broker-dealer is a sale to the Public.

The Underwriter acknowledges that sales of any Bonds to any person that is a related party to an underwriter (as defined below) participating in the initial sale of the Bonds to the Public (each such term being used as defined below) shall not constitute sales to the Public for purposes of this section 1. Further, for purposes of this section 1(C),

(i) "Underwriter" means (A) any person that agrees pursuant to a written contract with the City or with the 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 Investors (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the Public",

ii) 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) more than 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),

iii) "sale date" means the date of execution of this Agreement by all parties,
and

iv) "Public" means any person other than an underwriter or a related party to an underwriter.

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 _____, 20____, including a Notification of Sale executed pursuant thereto (collectively, the "Bond Ordinance"), and the Bonds will be issued pursuant to and secured by the Trust Indenture (as defined in the Preliminary Limited Offering Memorandum), between the City and The Bank of New York Mellon Trust Company, N.A., as Trustee, Bond Registrar and Paying Agent 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 Limited Offering Memorandum. Attached hereto as Exhibit B is a copy of the Preliminary Limited Offering Memorandum of the City, dated _____, 20____ (the "Preliminary Limited Offering Memorandum"). The Developer and the Servicer executed as of the date of the Preliminary Offering Memorandum their respective certificates attached hereto as Exhibits I and J. As of the date of this Agreement, the Developer and the Servicer have executed their respective bring down certificates as contemplated by Exhibits I and J and attached hereto as Exhibits I-1 And J-1.

4. Offering Price. The Underwriter has agreed to make a bona fide limited offering of the Bonds solely to Investors at the initial offering prices set forth on Schedule I. The Underwriter 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 Underwriter acknowledges 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• The Limited Offering Memorandum.

(A) The City shall provide, or cause to be provided, at its expense, to the Underwriter 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 Limited Offering Memorandum of the City, dated the date hereof, relating to the Bonds (the "Limited Offering Memorandum"), signed on behalf of the City by the Chief Financial Officer. Such delivery of the Limited Offering Memorandum 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"). The City shall prepare the Limited Offering Memorandum, including any amendments thereto, in word-searchable PDF format as described in the MSRB Rule G-32 and shall provide the electronic copy of the word-searchable PDF format of the Limited Offering Memorandum to the Underwriter no later than one (1) Business Day prior to the Closing, to enable the Underwriter to comply with MSRB Rule G-32.

(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 Lake Shore East Project, the Special Assessment, the Special Assessment Area, the Bond Ordinance or the Bonds, shall occur which would cause any statement of a material fact contained in the Limited Offering Memorandum to be materially incorrect or materially incomplete, the City will promptly notify the Underwriter 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 Underwriter to

amend or supplement the Limited Offering Memorandum 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 or cause to be prepared and furnish to the Underwriter a reasonable number of copies of an amendment of or a supplement to such Limited Offering Memorandum in form and substance satisfactory to the City and the Underwriter, at the City's sole cost and expense, which will so amend or supplement such Limited Offering Memorandum so that, as amended or supplemented, the Limited Offering Memorandum 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 Closing or the date on which an Underwriter no longer retains an unsold balance of the Bonds for sale to the Investors. The Underwriter agrees that the date on which the end of the underwriting period shall occur shall be the date of the Closing, unless the Underwriter otherwise notifies the City in writing prior to twenty-five (25) days after the date of the Closing that, to the best of its knowledge, the Underwriter retains for sale 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 Underwriter that, to the best of its 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 Closing.

(C) At or prior to the Closing, the Underwriter shall file, or cause to be filed, the Limited Offering Memorandum with the MSRB in compliance with the rules of the SEC and the MSRB. Promptly after the date after which the Underwriter (or any person that agrees pursuant to a written contract directly or indirectly with the Underwriter to participate in the initial sale of the Bonds to the Investors (including a member of a selling group or a party to a third-party distribution

agreement participating in the initial sale of the Bonds) does not retain, directly or as a member of an underwriting syndicate, an unsold balance of the Bonds, the Underwriter shall notify the City of such event in writing.

6- Representations, Warranties and Covenants of the City. The City represents and warrants to the Underwriter 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 Bond Ordinance, which remains in full force and effect; (ii) duly approved the execution and delivery of the First Supplemental Trust Indenture; (iii) duly authorized the use of the Preliminary Limited Offering Memorandum prior to the date hereof in connection with the limited offering and sale of the Bonds (iv) duly authorized the execution, delivery and distribution of the Limited Offering Memorandum in connection with the limited offering and sale of the Bonds; (v) duly authorized the execution of the First Supplemental Servicing Agreement, amending the Servicing Agreement which, remains in full force and effect and (vi) duly authorized and approved the execution and delivery of the Bonds, and this Agreement.

C) The City has full legal right, power and authority to: (i) adopt the Bond Ordinance; (ii) execute and deliver this Agreement, the First Supplemental Trust Indenture, the First Supplemental Servicing Agreement; (iii) to deliver the Limited Offering Memorandum; (iv) issue, sell and deliver the Bonds to the Underwriter pursuant to the Bond Ordinance and the Trust Indenture and as provided in this Agreement; and (v) pay for the Bonds from the sources pledged as provided under the Bond Ordinance and the Trust Indenture for their payment.

D) The adoption of the Bond Ordinance and compliance with the provisions thereof do not, the execution and delivery of this Agreement, the First Supplemental Trust Indenture and the First Supplemental Servicing Agreement, the delivery of the Limited Offering Memorandum, and the issuance and the sale and delivery of the Bonds to the Underwriter 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.

E) 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 Servicing Agreement, the Bond Ordinance, the Trust Indenture and the Bonds have been obtained or made.

F) Other than the Prior Bonds and otherwise as specifically set forth in the Limited Offering Memorandum, there are no existing liens, claims, charges or encumbrances on or rights to any funds, revenues or interests pledged pursuant to the Bond Ordinance or the Trust Indenture

6

which are senior to, or on a parity with, the claims of the holders of the Bonds. Other than the Prior Bonds and otherwise as specifically disclosed in the Limited Offering Memorandum, the City has not entered into any contract or arrangements of any kind, and there is no existing, or to the knowledge of the City, pending, threatened, or anticipated event or circumstance that would give rise to any lien, claim, charge or encumbrance on or right to the assets, properties, funds, or interests pledged pursuant to the Bond Ordinance or the Trust Indenture which would be prior to, or on a parity with, the claims of the holders of the Bonds.

G) Except as disclosed in the Limited Offering Memorandum (i) there is no action, suit, proceeding or investigation, at law or in equity, before or by any court or any governmental agency or public board or body, pending against the City or, to the knowledge of the City, threatened against the City, to restrain or enjoin, or threatening or

seeking to restrain or enjoin, the issuance, sale or delivery of the Bonds or the delivery by the City of those Ancillary Documents (as defined herein) executed by the City ("City Ancillary Documents"), or the collection of the Assessment, or in any way contesting or affecting the validity of the Special Assessment Ordinance, the Home Rule Ordinance, the Bonds, the Bond Ordinance or the City Ancillary Documents, or in any way questioning or affecting (a) the proceedings under which the Bonds are to be issued, (b) the validity or enforceability of any provision of the Bonds, the Special Assessment Ordinance, the Bond Ordinance, the Home Rule Ordinance, the Trust Indenture, the Servicing Agreement, the City Ancillary Documents or this Agreement, or (c) the authority of the City to bill and collect the Assessments, or to perform its obligations hereunder or with respect to the Bonds, or to consummate any of the transactions set forth in the City Ancillary Documents to which it is or is to be a party as contemplated hereby or by the Limited Offering Memorandum; and (ii) there is no action, suit, proceeding or investigation, at law or in equity, before or by any court or any governmental agency or public board or body, pending against the City or, to the knowledge of the City, threatened against the City, which, if adversely decided, would result in any material adverse change in the Assessments.

H) Any certificate signed by an Authorized Officer of the City and delivered to the Underwriter and/or the Trustee shall be deemed a representation and covenant by the City to the Underwriter and/or the Trustee as to the statements made therein.

(I) Each of the Bond Ordinance, the Special Assessment Ordinance and the Home Rule

Ordinance is in full force and effect, and has not been amended, modified, revoked or repealed.

(J) The Limited Offering Memorandum 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 information under the caption "LAKESHORE EAST PROJECT, any description of The Depository Trust Company ("DTC") and its Book-Entry System including that under the caption "THE BONDS-Book Entry Only System" and information in the second paragraph under the caption "THE BONDS-General Description of the Bonds" describing DTC and its Book-Entry System, "LEGAL OPINIONS," "TAX EXEMPTION," "THE SERVICING AGREEMENT-"Servicer", "RISK FACTORS under the following sub-captions "Failure to Complete Development of the Lakeshore East Project", "Competition", "Concentration of Ownership of Parcels and Lots Undeveloped or Under Construction". "Reliance on the City Condominium and Rental Market" and "Environmental", APPENDIX C-"CO-BOND

COUNSEL OPINIONS; APPENDIX D- BOOK ENTRY ONLY SYSTEM, APPENDIX E- CONTINUING INFORMATION AGREEMENT (except for such portions as concern the City) and APPENDIX F- SOPHISTICATED INVESTMENT LETTER and excluding any and all information provided by the Servicer and the Developer used in the Limited Offering Memorandum as certified to by the Servicer and Developer by their respective certificates and bring-down certificates or indicated in the Limited Offering Memorandum as being sourced to or provided by either of them, as well as information contained under the heading "UNDERWRITING" and "LIMITED OFFERING" or otherwise indicated in the Limited Offering Memorandum as being sourced to or provided by the Underwriter as well as excluding information not referred to as explicitly sourced to the City, if any, and contained under the captions "THE SPECIAL ASSESSMENT ROLL" and SPECIAL ASSESSMENT LEVY AND COLLECTIONS".

(K) The Bond Ordinance, the Trust Indenture, including the First Supplemental Trust Indenture, this Agreement and the Servicing Agreement, including the First Supplemental Servicing Agreement, 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).

(L) When delivered to the Underwriter, and paid for by the Underwriter 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).

(M) Except as disclosed in the Limited Offering Memorandum, 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 Bond Ordinance, the Trust Indenture, this Agreement, or the City Ancillary Documents 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").

(N) 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.

(O) The City will make available such information, execute such instruments and take such other action in cooperation with the Underwriter as the Underwriter 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 Underwriter 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.

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(P) The City will apply the proceeds of the Bonds in accordance with the Lionel Ordinance and the First Supplemental 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 Underwriter in which the Underwriter is acting solely as a principal and not acting as a municipal advisor, financial advisor or fiduciary to the City; (ii) the Underwriter has 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 the Underwriter has provided other services or is currently providing other services to the City on other matters); (iii) the Underwriter has financial and other interests that differ from those of the City; and (iv) the City has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate.

7. Representations and Agreements of the Underwriter Regarding the Limited Offering Memorandum. The descriptions and information contained in the Limited Offering Memorandum under the captions "UNDERWRITING" and "LIMITED OFFERING" or otherwise indicated in the Limited Offering Memorandum as being sourced to or provided by the Underwriter are, and as of the date of the Closing will be, true and correct in all material respects and such descriptions and information in the Limited Offering Memorandum, as of its date and as of the Closing Date will not contain an untrue, incorrect or misleading statement of a material fact; and such descriptions and information in the Limited Offering Memorandum do not, as of its date and as of the Closing Date will not omit to state a material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not

misleading.

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 Underwriter, shall take place at approximately 9:00 a.m., Chicago time, on _____, 20____, at the offices of Foley & Lardner LLP, 321 North Clark Street, Suite 3000, Chicago, Illinois 60654 (or at such other time, date and place as the City and the Underwriter mutually agree).

A) At the Closing, the City shall deliver or cause to be delivered to DTC, as securities depository, for the account of the Underwriter 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 Underwriter at the Closing, the City will deliver to the Underwriter the closing documents as set forth in Section 11 other than those documents to be delivered by the Developer and the Servicer.

C) The Underwriter 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.

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9- Reliance and Further Conditions of the Parties. The Underwriter and the City have entered into this Agreement in reliance upon the respective representations, warranties and agreements of the City and the Underwriter herein and the performance by the City and the Underwriter of their respective obligations hereunder, both as of the date hereof and as of the date of the Closing. The Underwriter's obligations under this Agreement are and shall be subject to the following further condition that at the time of the Closing, the Bond Ordinance, the First Supplemental Trust Indenture, other Ancillary Documents and this Agreement shall be in full force and effect and the Bond Ordinance and the Limited Offering Memorandum shall not have been amended, modified or supplemented except as may have been agreed to with respect to the Limited Offering Memorandum pursuant to Section 5 hereof, and the City shall have duly adopted and there shall be in full force and effect such ordinances as, in the opinion of Foley & Lardner LLP, Chicago, Illinois, Charity and Associates, P.C, 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 Underwriter 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 Underwriter, 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 Underwriter's reasonable opinion, does materially adversely affect the market price or marketability of the Bonds or the ability of (i) the Underwriter to enforce contracts for the sale, at the contemplated offering prices (or yields), of the Bonds, or

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 Bond Ordinance or any ordinance of similar character is in violation of the 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 Limited Offering Memorandum or of obligations of the general character of the Bonds which, in the Underwriter's reasonable opinion, does materially adversely affect the market price or

10

marketability of the Bonds or the ability of the Underwriter 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 Underwriter's reasonable opinion, after consultation with its legal counsel, makes the Limited Offering Memorandum 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 Underwriter an amendment or supplement to the Limited Offering Memorandum, pursuant to Section 5 hereof, which will amend or supplement the Limited Offering Memorandum so that, as amended or supplemented, the Limited Offering Memorandum 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 Limited Offering Memorandum as so supplemented is, in the reasonable opinion of the Underwriter, to materially adversely affect the market for the Bonds or the sale, at the contemplated offering prices (or yields), of the Bonds by the Underwriter 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 is unrelated to the COVID-19 Pandemic or any efforts to mitigate its effects, and which in the reasonable opinion of the Underwriter,

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 other than the COVID-19 Pandemic shall have occurred which, in the reasonable opinion of the Underwriter, 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 Underwriter, materially adversely affects the market price or marketability of the Bonds.

11

(13) If the City or the Underwriter shall be unable to satisfy the conditions contained in this Agreement or if the Underwriter's or the City's obligations shall be terminated for any reason permitted by this Agreement, this Agreement shall terminate and neither the City nor the Underwriter 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 Underwriter's 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 5, 6 and 8 hereof prior to the Closing and the Underwriter's receipt of the following documents:

i) three copies of the Limited Offering Memorandum 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 Limited Offering Memorandum;

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

iv) an opinion, dated the date of the Closing and addressed to the Underwriter by the Corporation Counsel of the City, substantially in the form attached hereto as Exhibit D;

v) an opinion or opinions, dated the date of the Closing and addressed to the Underwriter on behalf of the Underwriter, of Neal & Leroy, LLC, Chicago, Illinois, as counsel for the Underwriter ("Underwriter's Counsel"), in form and substance satisfactory to the Underwriter;

vi) an opinion or opinions, dated the date of the Closing and addressed to the Underwriter, of Burke Warren Mackay & Serritella, P.C, and Cotillas and Associates, Chicago, Illinois, Co-Disclosure Counsel to the City, substantially in the form attached hereto as Exhibit E;

vii) 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, except as set forth in this Agreement and in the Limited Offering Memorandum; and (B) each of the

Bond Ordinance and the Special Assessment Ordinance shall be in full force and effect, and shall not have been modified, amended or supplemented since the date of this Agreement, except as may have been agreed to by the Underwriter;

viii) 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 Bond Ordinance and the Trust Indenture and certifying as to the due execution and delivery

12

of the First Supplemental Trust Indenture by the Trustee and the due authentication and delivery of the Indentures;

ix) an executed copy of the Original Trust Indenture, the First Supplemental Trust Indenture, the Servicing Agreement and the First Supplemental Servicing Agreement;

x) a copy of an agreement between the City and DTC relating to the safekeeping and book-entry form of the Bonds;

xi) a copy, duly certified by the City Clerk of the City, of the Bond Ordinance, as passed by the City Council and approved by the Mayor;

xii) a bring-down certificate of the Developer's executed certificate attached hereto as Exhibit 1-1 dated as of the date of the Closing as provided in Exhibit 1;

xiii) a bring-down certificate of the Servicer executed certificate attached hereto as Exhibit J-1 dated as of the date of the Closing as provided in Exhibit J;

xiv) a Continuing Information Agreement by and among the City, the Servicer, the Developer, the Trustee and a dissemination agent, in substantially the form attached hereto as Exhibit K; and

xv) 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.

(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 Underwriter, or the City, as applicable, in their respective reasonable judgment. Payment for the Bonds and acceptance of the Bonds by the Underwriter shall constitute acknowledgment by the Underwriter of the City's full performance hereunder and the satisfaction of all other conditions of Closing.

12. Expenses. The Underwriter 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 Bond Ordinance, the First Supplemental Trust Indenture, the Preliminary Limited Offering Memorandum and the final Limited Offering Memorandum, as well as the cost of shipping the Limited Offering Memorandum; (b) the cost of the preparation and printing of the Bonds; (c) the reasonable fees and disbursements of Co-Bond Counsel and Co-Disclosure Counsel; (d) the reasonable fees and disbursements of any experts or consultants retained by the City; and (e) the reasonable fees of the Trustee and DTC. The Underwriter will pay the expenses incurred by any of them in connection with their 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 Underwriter's Counsel and advertising expenses directly incurred by the Underwriter.

].'.>. Underwriter's and other's Certificates. The City's obligations to sell and deliver the Bonds to the Underwriter at the Closing shall be conditioned upon (i) the delivery by the Underwriter at the Closing of (a) a Representation Letter dated the date of the Closing, signed by the Underwriter in the form attached hereto as Exhibit I⁷, (b) an Issue Price Certificate of the Underwriter, dated the date of the Closing, signed by the Underwriter, in form and substance satisfactory to the City and Co-Bond Counsel and substantially in the form attached hereto as Exhibit G; and (c) a Certificate of the Underwriter executed by the Underwriter in the form attached hereto as Exhibit H; (ii) the delivery of the Developer of the bring-down certificate referred to in Section 1 I(A)(xii); and (iii) the delivery by the Servicer of the bring-down certificate of the Servicer referred to in Section 1 I(A)(xiii);

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 with a copy to the following address:

City of Chicago Law Department 121 North
LaSalle Street, Suite 600 Chicago, IL 60602
Attn: Finance and Economic Development

Any such notice or other communication to be given to the Underwriter shall be given by delivering the same in writing to the Underwriter at the following address:

Loop Capital Markets LLC 111 W. Jackson Blvd.
Ste. 1901 Chicago, IL 60604 Attn: Jana M Wesley

15. No Third-Party Beneficiaries, Survival, Etc. This Agreement is made solely for the benefit of the City and the Underwriter (including the successors or assigns of any Underwriter), and no other person, partnership, association or corporation including the Developer, the Servicer any taxpayer or any purchaser of the Bonds shall acquire or have any right hereunder or by virtue hereof. Except as provided in Section 10(B), 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 Underwriter 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 law's provisions thereof.

17. Representations and Warranties of the Underwriter.

(A) Limited Offering. The Underwriter represents that the Bonds have been or will only be sold to Investors who meet the requirements of and have executed and delivered to the Underwriter an Investor Letter in the form of Annex I prior to or contemporaneously with the purchase of the Bonds by such Investor, provided, however, that the procurement by the Underwriter of such Investor Letters as provided herein does not relieve the Underwriter from its

responsibility to sell the Bonds as contemplated in this Agreement in compliance with all applicable securities laws. The Underwriter agrees to make a limited offering of the Bonds to Investors at a price or prices (or yield or yields) not in

excess of the offering price or prices (or not lower than the yield or yields) set forth on the cover page of the Limited Offering Memorandum.

B) The Underwriter 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.

C) The Underwriter warrants and represents that this Agreement has been duly authorized, executed and delivered by the Underwriter and assuming due authorization, execution and delivery by the City, is the legal binding obligation of the Underwriter 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. The 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.

D) The Underwriter 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 Underwriter 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 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.

E) To the knowledge of the Underwriter, 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 Underwriter or the performance of any work to be carried out by the Underwriter in connection with the issuance and sale of the Bonds upon which said officer may be called upon to act or vote.

F) To the knowledge of the Underwriter, 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 Underwriter or the performance of any work to be carried out by the Underwriter in connection with the issuance and sale of the Bonds upon which said officer may be called upon to act or vote.

G) The Underwriter 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

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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 included in Exhibit I, attached hereto.

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.

18. Approval. The approval of the Underwriter when required hereunder or the determination of its satisfaction as to any document referred to herein shall be in writing signed by the Underwriter 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 Underwriter, or from any third party with whom the Underwriter enters 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.

22. Cooperation with City Inspector General. As acknowledged by the Underwriter's Representation Letter set forth as Exhibit F, the 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 the Underwriter to cooperate with the inspector general in any investigation or hearing undertaken pursuant to Chapter 2-56. The 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 2-156-01 8(b) of the Municipal Code of Chicago. As acknowledged by the Underwriter's Representation Letter, any Underwriter's knowing failure to report corrupt activity as required in subsection (b) of Section 2-

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156-01 IS 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:

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 Underwriter agrees and covenants that no payment, gratuity or offer of employment shall be made in connection with this 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 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]

Very truly yours,

THE UNDERWRITER

LOOP CAPITAL MARKETS LLC

By:

Accepted by the City: CITY OF

CHICAGO

By:

Jennie Huang Bennett, Chief Financial
Officer

Concurred:

By:

Scott Waguespack, Chairman, Committee on Finance of the City
Council

[Bond Purchase Agreement - Signature Page]

Schedule I Terms Of Bonds

1. Aggregate Principal Amount:
2. Date of Issuance:
3. *Maturities, Principal Amounts, Interest Rates, Yields and CUSIP Numbers: Redemption.*

The Bonds are not subject to optional redemption prior to their maturity.

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

Mandatory Redemption of Bonds.

The Bonds maturing on January 1, _____ and January 1, _____ are subject to mandatory redemption prior to maturity at a Redemption Price on January equal to 100% of the principal amount being redeemed, plus accrued interest to the date of redemption, on the dates and in the amounts set forth below:

Term Bonds maturing on December 1,

Year Principal (December 1) Amount

' Final maturity

Term Bonds maturing on December 1,

Year Principal (December 1) Amount

Final maturity

Special Mandatory Redemption.

The Bonds are also subject to mandatory redemption on any Interest Payment Date, by operation of the Prepayment Account of the Debt Service Fund, in part and by lot, at the Redemption Price equal to 100% of the principal amount thereof to be redeemed plus accrued interest to the redemption date.

In the event of the mandatory redemption of Bonds by operation of the Prepayment Account of the Debt Service Fund as described above, the principal amount so redeemed shall be credited pro-rata against the unsatisfied balance of future Sinking Fund Installments and final maturity amount of the Bonds.

Selection of Bonds to be Redeemed.

If less than all the Bonds shall be called for redemption under any provision of the Trust Indenture permitting 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 the Indenture, the portion of any Bond to be redeemed shall be in a principal amount equal to an Authorized Denomination.

ANNEX I

Investor Letter [LETTERHEAD OF INVESTOR]

[Date]

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

Bank of New York Mellon Trust Company, NA as Bond
Trustee

Re: Special Assessment Improvement Bonds, Refunding Series 20

(Lakeshore East Project) (the "Bonds")

Ladies & Gentlemen:

The undersigned, on behalf of _____ (the "Investor"), hereby
represents and warrants to you as follows:

1. The Investor proposes to purchase the Bonds. The Investor understands that the Bonds have not been and will not be registered under the Securities Act of 1933, as amended (the "1933 Act"), or the securities laws of any state, and will be sold to the Investor in reliance upon certain exemptions from registration and in reliance upon the

representations and warranties of the Investor set forth herein. Capitalized terms used but not defined herein shall have the meanings given to them in the Trust Indenture dated as of December 1, 2002 between the City of Chicago and BNY Midwest Trust Company, as amended and supplemented by a First Supplemental Indenture dated as of _____, 20____ (together, the "Bond Indenture") between the City Of Chicago (the "City") and The Bank of New York Mellon Trust Company, N.A., as successor Trustee to BNY Midwest Trust Company as bond trustee (the "Bond Trustee") and in the Continuing Information Agreement (as defined below).

2. The Investor, is a "Qualified Institutional Buyer" within the meaning of Section 144 A of the 1933 Act, has sufficient knowledge and experience in business and financial matters in general, and investments such as the Bonds in particular, and is capable of evaluating the merits and risks involved in an investment in the Bonds. The Investor is able to bear the economic risk of, and an entire loss of, an investment in the Bonds.

3. The Investor (i) has been furnished with a Preliminary Limited Offering Memorandum ("PLOM") and a Limited Offering Memorandum ("LOW") regarding the issuance

of the Bonds; (ii) has had the opportunity review the PLOM and the LOW and to obtain such information and materials as the Investor believes to be necessary to evaluate the merits and risks of its investment in the Bonds; and, (iii) has concluded on the basis of information available that it is able to bear the risks associated with such investment.

4. The Investor acknowledges and understands that an investment in the Bonds involves a high degree of risk regarding, among other things, the payment of current interest and the payment of principal on the Bonds.

5. The Investor has authority to purchase the Bonds and to execute this letter and any other instruments and documents required to be executed by the Investor in connection with the purchase of the Bonds.

6. The Investor understands and acknowledges that, notwithstanding the City's disclosure obligations under the continuing information agreement among the City, the Servicer, the Developer, the Trustee and a Dissemination Agent dated as of _____, 20____ (the "Continuing Information Agreement") (i) the Bonds are not and do not represent a general obligation of the City and under no circumstances shall the Bonds and the interest thereon be or become an indebtedness or obligation of the City, within the purview of any constitutional or statutory limitation or provision, or a charge against the credit of, or a pledge of the taxing power of the City, (ii) the Bonds are limited obligations of the City and the payment of principal, premium, if any, and interest on the Bonds are payable solely out of the Trust Estate established under the Bond Indenture consisting of the Assessments and all interest and penalties derived therefrom, (iii) the Special Assessment Lien and (iv) all Funds and Accounts established under the Trust Indenture except (A) the Assessee's Credit Fund and (B) any Rebate Fund. The Investor understands that the Bonds are not payable from taxes or any other moneys provided by or to the City and (v) no holder of any Bond or receiver or trustee in connection with the payment of the Bonds has the right to compel the exercise of any appropriation or taxing power of the City, the County of Cook, the State of Illinois or any political subdivision thereof for payment of the principal amount of, premium, if any, or interest on the Bonds.

7. The Investor acknowledges and understands that the Bonds: (i) have not been and will not be registered or otherwise qualified for sale under the "Blue Sky" laws and regulations of any jurisdiction, (ii) will not be listed on any stock or other securities exchange, (iii) will carry no rating from any rating service, and (iv) will not be readily marketable.

8. The Investor is purchasing the Bonds solely for its own account and not for any other account, for investment purposes and has no intention to resell or distribute all or any portion of, or interest in, the Bonds; provided

that, subject to paragraph 9, below, the Investor reserves the right to transfer or dispose of the Bonds at any time, and from time to time, in its complete and sole discretion.

9. The Investor agrees that it will only offer, sell, pledge, transfer or exchange the Bonds (or any legal or beneficial interest therein) (i) in accordance with applicable federal and state securities laws; and (ii) to a person who the Investor reasonably believes is a Qualified Institutional Buyer or an Accredited Investor within the meaning of the Act.

!>y:

Name: Title:

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Definitions

"Ancillary Documents" means the Bond Ordinance, the First Supplemental Trust Indenture, the Tax Agreement, the Limited Offering Memorandum, the First Supplemental Servicing Agreement, and all other agreements and certificates executed and delivered in connection with the issuance and sale of the Bonds.

"Authorized Officer" means the Mayor, Chief Financial Officer or City Comptroller and any other officer or employee of the City who is authorized to perform specific acts or duties by the Bond Ordinance.

"Business Day" means any day other than a Saturday, Sunday, legal holiday or a day on which banking institutions are required or authorized by law to be closed in the City of Chicago or the State of Illinois or a day on which the New York Stock Exchange is closed.

"COVID -19 Pandemic" means the global health care crisis caused by a strain of the novel coronavirus which in the face of the global spread of the virus was characterized as a pandemic by the World Health Organization on March 11, 2020 and the economic effects derived from it.

"Developer" means, Lakeshore East Development Group LLC.

"First Supplemental Servicing Agreement" means the First Supplemental Servicing Agreement dated as of _____, 20____ among the City, the Trustee and the Bank of New York Mellon, as the Servicer.

"Special Assessment Ordinance" means that certain ordinance of the City, passed by the City on the 9th day of June, 2002, providing for the Improvement and Assessment, as supplemented by the supplemental ordinance of the City, passed by the City Council of the City on the 2nd day of October, 2002.

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EXHIBIT li

THE LITIGATION OF THE CITY OF MEMPHIS

IN THE CITY OF MEMPHIS

THE CITY OF MEMPHIS, PLAINTIFF,
VERSUS
THE CITY OF MEMPHIS, DEFENDANT.

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THE CITY OF CHICAGO (the "City") IS (LOSING) COUNSEL
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R.F.I. * RESIDENTIAL (NLIZTI) K

City of Chicago
Department of Finance
121 North LaSalle Street, 7th Floor
Chicago, Illinois 60602
Attn: Chief Financial Officer

Loop Capital Markets LLC,
as Underwriter
named in the Bond Purchase Agreement,
dated , 20 , between such
Underwriter and the City of Chicago

Pursuant to the Bond Purchase Agreement dated , 20 (the "Bond Purchase Agreement"), among the City of Chicago (the "City") and Loop Capital Markets LLC, as Underwriter (the "Underwriter") relating to the City's Special Assessment Improvement Bonds, Refunding Series 20 (Lakeshore East Project) (the "Bonds"), the Underwriter 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.

Neither the Underwriter nor any Affiliate of the Underwriter, 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.

The undersigned Underwriter agrees that in the event that it or any of its Affiliates appears on any of the lists described in paragraph (2) above, at any time prior to the Closing (as defined in the Bond Purchase Agreement) with respect to the Bonds the Bond Purchase Agreement shall terminate without further obligation by the City

The 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 the Underwriter to cooperate with the inspector general in any investigation or hearing undertaken pursuant to Chapter 2-56. The Underwriter shall report, directly and without undue delay, to the City's inspector general any and

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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. The 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 Bond 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:

i) 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

ii) 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

iii) conspiring to engage in any of the acts set forth in items (i) or (ii) of above.

The Underwriter agrees and covenants that no payment, gratuity or offer of employment shall be made in connection with the Bond 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 Bond Purchase Agreement.

[Signature Page Follows]

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

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LOOP CAPITAL MARKETS LLC

By: Name: Title:
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ISSUING OFFICER (j KTH ICA I I OI- I III I\III.IUVI(HTI(I Date of Closing)

The undersigned, Loop Capital Markets LLC (the "Underwriter"), hereby certifies as set forth below in connection with the issuance on the date hereof by the City of Chicago (the "City") of its \$ Special Assessment Improvement Bonds, Refunding Series 20 (Lakeshore East Project) (the "Bonds").

1. Sale of the General Rule Maturities. As of the Sale Date, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule A.
2. *Initial Offering Price of the Hold-the-Offering-Price Maturities.*
 - (a) The Underwriter offered the Hold-the-Offering-Price Maturities to the Investors for purchase at the respective initial offering prices listed in Schedule A (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.
 - (b) As set forth in the Bond Purchase Agreement dated , 20 between the City and the Underwriter, the Underwriter agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule and (iii) the City is an express third party beneficiary of the foregoing obligations. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.
3. Defined Terms. The terms used herein and including the schedules attached hereto shall, except as set forth below, have the meanings assigned to them in the Tax Agreement to which this Issue Price Certificate of the Underwriter is attached.
 - a) "General Rule Maturities" means those Maturities of the Bonds other than the Hold-the-Offering-Price Maturities.
 - b) "Hold-the-Offering-Price Maturities" means the Bonds maturing

- (c) "Holding Period" means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date, [], 20 [], or (ii) the date on which the Underwriter has sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.
- d) "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.
- e) "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.
- f) The term "related party" for purposes of this certificate means any two or more persons who are subject, directly or indirectly, to (i) at least 50 percent 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 interest or profits interest 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).
- g) "Sale Date " means [], 20 [], the first day on which there was a binding contract in writing for the sale of a Maturity of the Bonds.
- h) "Underwriter " means (i) 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 (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). A list of all persons that have been an Underwriter of the Bonds at any time from the Sale Date to the Issue Date is attached as Schedule C.

4. *Additional Information.*

- (a) We have been asked to calculate the arbitrage yield of the Bonds by determining the discount rate that, when used in computing the present value as of this date of all unconditionally payable payments of principal and interest produces an amount equal to the present value, using the same discount rate, of the aggregate Issue Price

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of the Bonds, plus accrued interest, as of this date. Based solely on this calculation, the arbitrage yield of the Bonds is [] %.

- b) We have been asked to calculate (the weighted average maturity of the Bonds, and the remaining weighted average maturity of the City's Special Assessment Improvement Bonds, Series 2002

(Lakeshore East Project), (the "Prior Bonds"), to be refunded with pioceeds ofthe Bonds, in the following manner: divide (a) the sum of the products determined by taking the issue price of each maturity times the number of years from the dale hereof to the date of such maturity (treating the mandatory redemption ofthe Bonds as a maturity), by (b) the aggregate issue price of the Bonds, or the Prior Bonds, as appropriate. Based solely on these calculations, the weighted average maturity of the Bonds, is [] years, and the remaining weighted average maturity ofthe Prior Bonds is [] years, respectively.

- c) The CUSIP number for the final maturity of the Bonds is: .

The representations set forth in this Issue Price Certificate ofthe Underwriter are limited to factual matters only. Nothing in this Certificate of the Underwriter represents the Underwriter's interpretation of any laws, including specifically Sections 103 and 148 ofthe Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied on by the City with respect to certain of the representations set forth in the Tax Agreement to which this Issue Price Certificate of the Underwriter is attached and with respect to compliance with the federal income tax rules affecting the Bonds, and by Foley and Lardner LLP., Chicago, Illinois, and Charity and Associates, P.C, Chicago, Illinois, Co-Bond Counsel in connection with rendering their opinions that the 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.

[Signature Page Follows]

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IN WITNESS Wl il .Kl f)!'. the undersigned, on behalf of the Underwriter, has sei his or her hand as of the date first written above.

LOOP CAPITAL MARKETS LLC, as Underwriter

By: _____
Name: _____
Title: _____
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CITY OF CHICAGO
S
Special Assessment Improvement Bonds, Refunding Series 20
(*Lakeshore East Project*) (*the "Bonds"*)

CERTIFICATE OF UNDERWRITER

This certificate is being provided pursuant to Section 13 of the Bond Purchase Agreement, dated _____, 20____ (the "Bond Purchase Agreement"), relating to the City of Chicago's \$ _____ aggregate principal amount of Special Assessment Improvement Bonds, Refunding Series 20 (Lakeshore East Project) (the "Bonds") by and between the City of Chicago (the "City") and Loop Capital Markets LLC, as Underwriter (the "Underwriter"), under the Bond Purchase Agreement. Terms used in this Certificate of Underwriter that are defined in the Bond Purchase Agreement have the meanings ascribed to them in the Bond Purchase Agreement.

The undersigned as a duly authorized and acting officer of the Underwriter, hereby certifies that:

1. The Underwriter has full right, power and authority to enter into, execute and deliver the Bond Purchase Agreement and to perform each and all of the matters and things provided for therein.
2. The Bond Purchase Agreement has been duly executed and delivered by an authorized officer of the Underwriter and is the legal, valid and binding obligation of the Underwriter, enforceable against the Underwriter in accordance with its respective terms, except as limited by (i) bankruptcy, insolvency, readjustment of debt, liquidation, reorganization, moratorium and other laws relating to, or affecting generally, the enforcement of creditors' rights and remedies; (ii) the availability against the Underwriter of equitable remedies, including specific performance and injunctive relief and (iii) applicable securities laws with respect to the enforceability of rights to indemnification and contribution.
3. The representations and warranties of the Underwriter contained in the Bond Purchase Agreement are true and correct in all material respects on and as of the date hereof with the same effect as if made on the date hereof.
4. There is no action, suit, proceeding, inquiry or investigation at law or in equity before or by any public board or body pending or, to the best of the knowledge of the undersigned, threatened, against or affecting the Underwriter that (i) affects, directly or indirectly, the validity of the Bond Purchase Agreement or restrains, enjoins or in any manner affects the execution and delivery thereof; (ii) affects the provisions made for the Underwriter to act as Underwriter of the Bonds under the Bond Purchase Agreement; (iii) affects, in any way, the right or the authority of the Underwriter to carry out the terms or provisions of the Bond Purchase Agreement and the covenants and agreements therein; (iv) affects the respective corporate existence of each Underwriter; or (v) adversely affects the transactions described in the Bond Purchase Agreement.

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5. The information relating to the Underwriter and the responsibilities of the Underwriter contained under the caption "UNDERWRITING" and under the caption "LIMITED OFFERING" or otherwise indicated as being sourced to or provided by the Underwriter in the

Preliminary Limited Offering Memorandum dated _____, 20____ and in the Limited Offering Memorandum dated _____, 20____, of the City is true, correct and accurate.

6. No approval, consent or authorization of any governmental agency or authority is required to be obtained by the Underwriter or any Underwriter in connection with the Underwriter's execution and delivery of the Bond Purchase Agreement and the performance of the duties thereunder by the Underwriter, except for such other approvals that will be obtained as required or, if not obtained, could not result in a material adverse effect on the ability of the Underwriter to perform their obligations under the Bond Purchase Agreement.

7. The funding of the Debt Service Reserve Requirement and General Reserve Fund Requirement (both as defined in the First Supplemental Indenture) for the Bonds was a vital factor in marketing the Bonds and reduced the overall cost of the Bonds (on a net present value basis) to the City.

8. The undersigned hereby certifies that it filed a copy of the Limited Offering Memorandum of the City dated _____, 20____ with respect to the Bonds with the Electronic Municipal Market Access System of the Municipal Securities Rulemaking Board on or prior to the date hereof.

9. The Underwriter has received all instruments and documents in form and substance satisfactory to the Underwriter that are required to be delivered pursuant to the Bond Purchase Agreement on the date hereof and all conditions to the delivery and payment for the Bonds pursuant to the Bond Purchase Agreement have been satisfied.

[Signature Page Follows]

day of

LOOP CAPITAL MARKETS LLC as Underwriter

By: .
Name:
Title:

Exhibit I

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CITY OF CHICAGO Special Assessment Improvement Bonds,
Refunding Series 2021 (Lakeshore East Project)

CERTIFICATE OF THE DEVELOPER

This Certificate of the Developer (the "Certificate") is being delivered to the City of Chicago (the "City") and Loop Capital Markets as the underwriter in connection with the issuance of the City's \$ principal amount of Special Assessment Improvement Bonds, Refunding Series 2021 (Lakeshore East Project) (the "Series 2021 Bonds"). Any capitalized terms not defined herein shall have the meanings ascribed to them in the Preliminary Limited Offering Memorandum dated , 2021 (the "Series 2021 Bonds Preliminary Limited Offering Memorandum") with respect to the Series 2021 Bonds. It is anticipated that as of the Bond Sale Date (as defined below) the City will issue a Limited Offering Memorandum in connection with the sale and issuance of the Series 2021 Bonds (the "Series 2021 Bonds Limited Offering Memorandum".) The undersigned, on behalf of Lakeshore East Development Group LLC (the "Developer") hereby represents, warrants and certifies as follows:

1. Authorization of Certificate, Developer Disclosure and Developer Information. This Certificate has been duly authorized, executed and delivered by the Developer. All necessary actions to be taken to authorize (i) approval to provide the Developer Disclosure and Developer Information (each as defined herein); and (ii) the execution and delivery of this Certificate, have been taken.

2. The Developer Agreements. All of the obligations of the Developer arising under those certain Developer Agreements, as amended, have been satisfied.

3. No Material Change. Other than as disclosed in the Series 2021 Bonds Preliminary Limited Offering Memorandum, the Developer has not incurred any material liabilities or entered into any material transactions other than in the ordinary course of business, regarding its financial position, prospects or results of operations of the Developer or of its managing members, which would affect the Developer's ability to perform its obligations under the Continuing Information Agreement.

4. The Lakeshore East Project. Other than as disclosed in the Series 2021 Bonds Preliminary Limited Offering Memorandum, as of the date herein the Bond Financed Public Improvements and the Lakeshore East Project have been constructed materially as is described in the Series 2002 Bonds Limited Offering Memorandum (the "Series 2002 Limited Offering Memorandum") relating to the or the City's Special Assessment Improvement Bonds. Series 2002 (Lakeshore East Project) (the "Series 2002 Bonds").

5. Non-contravention. The execution and delivery by the Developer of the Certificate and the performance of its obligations under the Certificate do not and will not contravene, or constitute a default under any

provisions of (i) bylaws or organizational

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documents of the Developer or (ii) of any agreement, judgment, injunction order, decree or other instrument binding upon the Developer, and will not result in the creation of any lien or other encumbrance upon the asset of the Developer except as set forth in the Series 2021 Bonds Preliminary Limited Offering Memorandum.

6. Governmental or Corporate Consents. No consent or approval is required to be obtained from, and no action need be taken by any corporate entity, or to the Developer's knowledge, no consent or approval is required to be obtained from, and no action need be taken by, or document filed with any governmental body, in connection with the execution, delivery or performance by the Developer of this Certificate or if any such action is required, the same has been duly taken, is in full force and effect and constitutes valid and sufficient consent or approval therefore.

8. No Litigation. Except as described in the Series 2021 Bonds Preliminary Limited Offering Memorandum, there is no action, suit, proceeding or investigation at law or in equity, before or by any court or any governmental agency or public board or body, pending against the Developer in which the Developer is a party or to the knowledge of the Developer, threatened against the Developer (i) contesting or in any way relating to (a) the Public Improvements, (b) the collection for the Assessment (as defined in the Series 2021 Bonds Limited Offering Memorandum), or (ii) which in any way contests the existence or the power of the Developer which if adversely determined could have a material adverse effect on the Developer or the Lakeshore East Project.

9. Series 2021 Bonds Preliminary Limited Offering Memorandum. The information contained in the Series 2021 Bonds Preliminary Limited Offering Memorandum, under the sections "LAKESHORE EAST PROJECT"- "General", "LAKESHORE EAST PROJECT-Parcel Summary and Value to Lien" (but only the first eight columns), "LAKESHORE EAST PROJECT Parcel Construction and Ownership" and "LAKESHORE EAST PROJECT-Environmental Update on Lakeshore East Project Site" and any other information attributed to the Developer as a source in the Preliminary Limited Offering Memorandum, (collectively the "Developer Disclosure"), (i) is true and correct in all material respects as of the date hereof; and (ii) as of the date hereof does not contain any untrue statements of material fact or omit to state a material fact necessary to be stated therein in order to make the statements therein, in light of the circumstances under which they were made, not misleading. If on or prior to the Closing Date (as defined below) or within twenty-five (25) days after the "end of the underwriting period" (as defined in that certain Bond Purchase Agreement to be entered into [dated _____, 20__] between the City and the Underwriter (the "Bond Purchase Agreement") any event known to the Developer relating to or affecting the Developer Disclosure shall occur which would cause any statement of a material fact contained in the Limited Offering Memorandum to be materially incorrect or materially incomplete, the Developer will promptly notify the City and the Underwriter in writing of the circumstances and details of such event.

10. No Default. No default or event of default has occurred and is continuing, and no event has occurred and is continuing which with the lapse of time or the giving of notice or both, would constitute a default or an event of default on the part of the Developer under the Developer Agreements, as amended.

11. Approvals. The Developer has received and is in good standing with respect to all

certificates, licenses, inspections, franchises, consents, immunities, permits, authorizations and approvals, governmental or otherwise, necessary to conduct and continue to conduct its business as heretofore conducted by it.

12. Continuing Developer Information. The Developer agrees to provide to the Dissemination Agent and the Trustee the reports and information described in the Continuing Information Agreement. The Developer acknowledges

and agrees that the City has no responsibility to any party to provide such Developer information nor assumes any liability for any error or omission contained therein.

13. Other Agreements, Representations and Warranties of the Developer.

a. The Developer is a limited liability company organized and in good standing under the laws of the State of Illinois as evidenced by the Certificate of Good Standing attached hereto as Exhibit A.

b. The Developer agrees that it will not bring any suit, action or proceeding which challenges the collection of the Assessment, the validity of the Series 2021 Bonds, or any proceedings relating to the Series 2021 Bonds.

c. The Developer agrees that the representations and warranties of the Developer are independent of the representations and warranties of the City and that the City shall not be liable for any claims arising from a breach of or error contained in the Developer's representations and warranties.

d. No person holding an office of the City, either by election or appointment, is in any manner interested, either directly or indirectly, in any contract being entered into or the performance of any work to be carried out in connection with the issuance and sale of the Series 2021 Bonds and upon which such officer may be called upon to act or vote.

e. Developer agrees to re-certify as to the continued accuracy and completeness of this Certificate as of the date of execution of the Bond Purchase Agreement (the "Bond Sale Date") and as of the date of issuance of the Series 2021 Bonds (the "Closing Date") by means of Bring Down Certificates dated as of said Bond Sale Date and Closing Date, executed by the Developer substantially in the form of this Certificate to the effect that, each representation and warranty made or covenant agreed to by the Developer herein is true and correct on and as of the date of the Bond Purchase Agreement and as of the Closing Date with the same effect as though each such representation, warranty or covenant had been made or given on and as of such dates and that the Developer has performed and complied with all the terms, covenants and conditions set forth herein which are to be performed or complied with by the Developer before or as of the date of the Bond Purchase Agreement and before or as of the Closing Date, provided that any reference to the Series 2021 Bonds Preliminary Limited Offering Memorandum herein shall be substituted by referring to the final Limited Offering Memorandum issued by the City with respect to the Series 2021 Bonds in the bring-down certificates.

[Signature Page Follows]

LAKESHORE EAST DEVELOPMENT GROUP LLC , as Developer

By: __. Name: Title:

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CERTIFICATE OF THE SERVICER PROVIDED IN
CONNECTION WITH THE PRELIMINARY OFFERING
MEMORANDUM

Capitalized terms not defined herein have the meaning ascribed to them in the Preliminary Limited Offering Memorandum of the City relating to the issuance of the Bonds, dated _____, 2021 (the "Preliminary Offering Memorandum"). The Bank of New York Mellon, as successor to BNY Asset Solutions LLC (the "Servicer"), in connection with the issuance and sale by the City of Chicago (the "City") of \$ _____ aggregate principal amount of the City's Special Assessment Improvement Bonds, Refunding Series 2021 (Lakeshore East Project) (the "Bonds"), does hereby certify as follows:

The representations and warranties of the Servicer set forth and referred to in the Servicing Agreement, dated as of December 1, 2002, as amended by the First Supplemental Servicing Agreement dated as of _____, 2021 among the Servicer, BNY Mellon Trust Company, as trustee, and the City (the "Servicing Agreement") are true and correct as of the date of this Certificate. The Servicer has complied with and is not in default with all the terms of the Servicing Agreement to be complied with by it prior to or concurrently with the date of the Preliminary Offering Memorandum. It is anticipated that as of the date of the Bond Purchase Agreement (as defined below) the City will issue a Limited Offering Memorandum in connection with the sale and issuance of the Bonds (the "Limited Offering Memorandum").

We have reviewed and further certify that the information contained in the Preliminary Limited Offering Memorandum under the captions "LAKESHORE EAST PROJECT - Lakeshore East Project - Parcel Summary and Value", "to Lien," "SPECIAL ASSESSMENT ROLL," "SPECIAL ASSESSMENT LEVY AND COLLECTIONS," "DEBT SERVICE COVERAGE," but only that information under the column titled "Total Assessment with Interest," "THE SERVICING AGREEMENT," and in APPENDIX B - SERVICING AGREEMENT and any other information designated in the Preliminary Offering Memorandum as sourced to or provided by the Servicer (collectively the "Servicer's Disclosure") does not include any untrue statement of a material fact or omit any statement of a material fact that should be stated therein for the purpose for which it is used or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. If on or prior to the Closing Date (as defined below) or within twenty-five (25) days after the "end of the underwriting period" (as defined in _____, 20____ between the City and the Underwriter (the "Bond Purchase Agreement") any event known to the Servicer relating to or affecting the Servicer's Disclosure shall occur which would cause any statement of a material fact contained in the Limited Offering Memorandum to be materially incorrect or materially incomplete, the Developer will promptly notify the City and the Underwriter in writing of the circumstances and details of such event.

The Servicer agrees to re-certify as to the continued accuracy and completeness of this Certificate as of the date of the Bond Purchase Agreement and to further recertify as of the closing date for the sale of the Bonds (the "Closing Date") by means of Bring-Down Certificates dated as of the date of the Bond Purchase Agreement and as of the Closing Date, executed by _____

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the Servicer substantially in the form of this Certificate to the effect that, each representation and warranty made or covenant agreed to by the Servicer herein is true and correct on and as of the date of the Bond Purchase Agreement and as of the Closing Date with the same effect as though each such representation, warranty or covenant had been made or given on and as of such dates and that the Servicer has performed and complied with all the terms, covenants and conditions set forth herein which are to be performed or complied with by the Servicer before or as of the date of the Bond Purchase Agreement and before or as of the Closing Date provided that any reference to the Preliminary Limited Offering Memorandum herein shall be substituted by referring to the final Limited Offering Memorandum issued by the City with

respect to the Bonds.

(Signature Page Follows]

IN WITNESS WHEREOF, the authorized undersigned has executed this Certificate on behalf of the Servicer.

THE BANK OF NEW YORK MELLON, as Servicer

By:
Name:
Title:

Exhibits I-1 and J-1 Bring-Down Check in the U.S. or in the Devklopek and Servicer

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Conti n u i ng l n i- o rm at i on Ac r k i>i ent

CONTINUING INFORMATION AGREEMENT

THIS CONTINUING INFORMATION AGREEMENT (this "Agreement") is dated as of _____, 2021, by and between THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., Chicago, Illinois, as trustee (the "Trustee"), THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A. as Dissemination Agent (the "Dissemination Agent"), THE BANK OF NEW YORK MELLON, as Servicer (the "Servicer"), Lakeshore East Development Group LLC, a limited liability company of the State of Illinois (the "Developer") and the CITY OF CHICAGO (the "City", each a "Party" and collectively, the "Parties"), in connection with the issuance of the City's \$_____ aggregate principal amount of Special Assessment Improvement Bonds, Refunding Series 2021 (Lakeshore East Project) (the "Bonds"). The Bonds are issued pursuant to the Trust Indenture dated as of December 1, 2002, as supplemented and amended by _____, 2021 (collectively, *the "Trust Indenture"*) between the City and the Trustee, and a bond ordinance adopted by the City Council of the City on September _____, 2021 (the "Bond Ordinance").

The Bonds are payable from Special Assessments and payable solely and only from the assessments and amounts on deposit in certain funds established and maintained pursuant to the Trust Indenture and as further set forth in the Trust Indenture. The Bonds are issued pursuant to the Special Assessment Supplemental Bond and Procedures Act, 50 ILCS 460 and pursuant to the Bond Ordinance and the Trust Indenture. The Bonds are issued in minimum authorized denominations of \$100,000 to a limited number (35 or less) of Qualified Institutional Buyers as defined in Rule 144A of the Securities Act of 1933, and as such are exempt from the continuing disclosure requirements of Section (b)(5) of Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934 (the "Rule"). Notwithstanding the foregoing, the Parties are entering into this Agreement on a voluntary basis at the request of Loop Capital Markets LLC, the underwriter for the Bonds (the "Underwriter") for purposes of marketing the Bonds. This Agreement and any failure to provide any information pursuant to this Agreement shall not subject any of such Parties to

the Rule nor shall it constitute a default under any of the Trust Indenture, the Bond Ordinance, the Bonds, or any other agreement relating to the Bonds.

1. Purpose of this Agreement. This Agreement is being executed and delivered by each Party at the request of the Underwriter.

2. Definitions. Capitalized terms used but not defined herein have the meaning ascribed to them in that certain Limited Offering Memorandum dated as of _____, 20____ relating to the Bonds (the "LOM"). In addition, the following terms shall have the meaning set forth below:

"Annual Financial Information" means the financial information and operating data described in Exhibit I attached hereto and incorporated herein.

"Annual Financial Information Disclosure" means the dissemination of disclosure concerning Annual Financial Information as set forth in Section 4 hereof.

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"Commission" means the Securities and Exchange Commission.

"Dissemination Agent" means the Dissemination Agent hereunder or any other agent designated as such in writing by the City and which has filed with the City a written acceptance of such designation, and such agent's successors and assigns.

"EMMA" means the MSRB through its Electronic Municipal Market Access system for municipal securities disclosure or through any other electronic format or system prescribed by the MSRB for purposes of the Rule.

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"MSRB" means the Municipal Securities Rulemaking Board.

"Reportable Events Related to the Bonds" means the occurrence of any of the Events with respect to the Bonds set forth in Exhibit II attached hereto and incorporated herein.

"Reportable Events Disclosure" means dissemination of a notice of a Reportable Event Related to the Bonds as set forth in Section 5 hereof.

"Other Developer Information" means the dissemination of disclosure concerning Annual Financial Information as set forth in Exhibit V attached hereto and incorporated herein.

"Rule" means Rule 15c2-12 adopted by the Commission under the Exchange Act, as the same may be amended from time to time.

"Servicer" means The Bank of New York Mellon, as successor to BNY Asset

Solutions LLC, pursuant to that certain Servicing Agreement dated as of December 1, 2002

by and among the City, the Servicer and the Trustee, as supplemented by the First Supplemental

Servicing Agreement dated 1, 2021.

3. CUSIP Numbers. The CUSIP Numbers of the Bonds are set forth in Exhibit III herein. All Parties will include the CUSIP Numbers in all disclosure materials described or referred to in Sections 4 and 5 of this Agreement.

4. Disclosure Requirements of the Parties. Subject to Section 7 of this Agreement, the City hereby agrees that it shall only be obligated to deliver to the Trustee any adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, upon notice to the City any notice from the Internal Revenue Service provided to the City in connection with the Tax-Exempt status of the Bonds (the "City Disclosure") in such manner and format and accompanied by identifying information as is prescribed by the MSRB or the Commission at the time of delivery of such information and by such time so that such entities receive the information by the dates specified. MSRB Rule G-32 requires all EMMA filings to be in word-searchable PDF format.

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Subject to Section 7 of this Agreement, the Servicer hereby agrees that it will provide to the Trustee the Servicer Annual Financial Information (in the form and by the dates set forth in Exhibit I herein) to EMMA in such manner and format and accompanied by identifying information as is prescribed by the MSRB or the Commission at the time of delivery of such information and by such time so that such entities receive the information by the dates specified. MSRB Rule G-32 requires all EMMA filings to be in word-searchable PDF format. This requirement extends to all documents required to be filed with EMMA, including financial statements and other externally prepared reports.

Subject to Section 7 of this Agreement, the Developer hereby covenants that it will provide to the Trustee the Developer Annual Financial Information (in the form and by the dates set forth in Exhibit I herein) and the Other Developer Information in such manner and format and accompanied by identifying information as is prescribed by the MSRB or the Commission at the time of delivery of such information and by such time so that such entities receive the information by the dates specified. MSRB Rule G-32 requires all EMMA filings to be in word-searchable PDF format. This requirement extends to all documents required to be filed with EMMA, including financial statements and other externally prepared reports.

Subject to Section 7 of this Agreement, the Trustee hereby agrees that it will provide to the Dissemination Agent the Annual Financial Information, the Other Developer Information (as defined herein), the Reportable Events Related to the Bonds, if not filed with EMMA by the Trustee directly, and the City Disclosure pursuant to this Section 7 promptly upon receipt from the respective Party (and if Annual Financial Information in the form and by the dates set forth in Exhibit I herein) for dissemination by the Dissemination Agent to EMMA in such manner and format and accompanied by identifying information as is prescribed by the MSRB or the Commission at the time of delivery of such information and by such time so that such entities receive the information by the dates specified. MSRB Rule G-32 requires all EMMA filings to be in word-searchable PDF format. This requirement extends to all documents required to be filed with EMMA, including financial statements and other externally prepared reports.

Subject to Section 7 of this Agreement, the Dissemination Agent hereby covenants that it will disseminate the Annual Financial Information, the Other Developer Information, the Reportable Events Related to the Bonds and the City Disclosure provided to it (in the form and by the dates set forth in this Agreement) by each of the other Parties or by the Trustee to EMMA in such manner and format and accompanied by identifying information as is prescribed by the

MSRB or the Commission at the time of delivery of such information and by such time so that such entities receive the information by the dates specified. MSRB Rule G-32 requires all EMMA filings to be in word-searchable PDF format. This requirement extends to all documents required to be filed with EMMA, including financial statements and other externally prepared reports. Such notice shall in no event be filed later than ten (10) business days after the receipt by the Dissemination Agent of the Annual Financial Information, the Other Developer Information, the Reportable Events Related to the Bonds and the City Disclosure.

5. Disclosure of Reportable Events Related to the Bonds. Subject to Section 7 of this Agreement, the Trustee hereby agrees that it will, or will cause the Dissemination Agent to, disseminate in a timely manner (not in excess of ten (10) business days after the occurrence of the Reportable Event Related to the Bonds) Reportable Events Related to the Bonds to EMMA in such

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manner and format and accompanied by identifying information as is prescribed by the MSRB or the Commission at the time of delivery of such information. Whenever the Trustee obtains knowledge of the occurrence of a Reportable Event Related to the Bonds, whether because of notice from the Dissemination Agent, the other Parties or otherwise, the Trustee shall determine as soon as possible (but in no event in excess of ten (10) business days after the occurrence of the event giving rise to the Reportable Event Related to the Bonds) if such event is a "Reportable Event related to the Bonds" which is required to be disseminated to EMMA pursuant to this Agreement. If the Trustee determines that an event is a Reportable Event Related to the Bonds, the Trustee shall promptly notify the Dissemination Agent in writing and instruct the Dissemination Agent to report such Reportable Event, in which event the Dissemination Agent shall file a notice of such Reportable Event related to the Bonds to EMMA. Such notice shall in no event be filed later than ten (10) business days after the occurrence of the event giving rise to the Reportable Event Related to the Bonds.

MSRB Rule G-32 requires all EMMA filings to be in word-searchable PDF format. This requirement extends to all documents required to be filed with EMMA pursuant to this Agreement, including financial statements and other externally prepared reports. Notwithstanding the foregoing, notice of defeasance of any Bonds need not be given under this Agreement any earlier than the notice (if any) of such redemption or defeasance is given to the Bondholders pursuant to the Trust Indenture and the Bond Ordinance.

6. Consequences of Failure to Provide Information. In the event of a failure of any Party to this Agreement to comply with any provision of this Agreement, the beneficial owner of any Bond or any other non-breaching Party may seek mandamus or specific performance by court order, to cause the defaulting party to comply with its obligations under this Agreement. Any such action may be filed only in the Circuit Court of Cook County, Chicago, Illinois. A default under this Agreement by any Party shall not be deemed a default under the Trust Indenture or the Bond Ordinance, and the sole remedy under this Agreement in the event of any failure of any Party to comply with this Agreement shall be an action to compel performance.

7. Termination of Agreement. Except as provided in Exhibit I b. with respect to certain obligations of the Developer regarding its Semi-Annual Financial Information and Other Reportable Information of the Developer, this Agreement, and the obligations of the Parties hereunder, shall be terminated hereunder if the City shall no longer have any legal liability for any obligation on or relating to repayment of the Bonds under the Trust Indenture, the Bonds and the Bond Ordinance, including defeasance or payment of the Bonds in full. The Trustee shall notify the Dissemination Agent who shall give prompt notice to EMMA if this Section is applicable.

8. Dissemination Agent. The City may, from time to time, appoint or engage a Dissemination Agent to

assist it in carrying out its obligations under this Agreement, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The City has engaged the Dissemination Agent to act as Dissemination Agent with respect to the parties' obligations under this Agreement.

The Dissemination Agent, including its officers, directors, employees and agents, shall: (a) not be liable for any action taken or omitted with respect to this Agreement so long as it shall have acted in good faith and without gross negligence; (b) be entitled to compensation for its services

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hereunder as provided in a separate written agreement with the City, which is made a part hereof", and for reimbursement of its out-of-pocket expenses including, but not by way of limitation, the fees and costs of attorneys or agents which it may find necessary to engage in performance of its duties hereunder, all to be paid by the City; (c) have only those duties as are specifically provided herein, which shall be deemed purely ministerial in nature, and shall under no circumstance be deemed a fiduciary any part to this Agreement. IN NO EVENT SHALL THE DISSEMINATION AGENT BE LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY (i) DAMAGES OR EXPENSES ARISING OUT OF THE SERVICES PROVIDED HEREUNDER, OTHER THAN DAMAGES WHICH RESULT FROM THE DISSEMINATION AGENT'S FAILURE TO ACT IN ACCORDANCE WITH THE STANDARDS SET FORTH IN THIS AGREEMENT, OR (ii) SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, EVEN IF THE DISSEMINATION AGENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; (d) have the right, but not the obligation, to consult with counsel of choice and shall not be liable for action taken or omitted to be taken by Dissemination Agent either in accordance with the advice of such counsel, or in accordance with any opinion of counsel addressed and delivered to the Dissemination Agent; and (e) have the right to perform any of its duties hereunder through agents, attorneys, custodians or nominees, and shall not be responsible for the misconduct or negligence of such agents, attorneys, custodians and nominees appointed by it with due care. The Dissemination Agent shall not be liable under any circumstances for monetary damages to any person for any breach of this Agreement. The sole remedy for failure of the Dissemination Agent to perform hereunder is specific performance.

It is understood and agreed that any information that the Dissemination Agent may be instructed to file on EMMA shall be prepared and provided to it by the Servicer, the Developer, the Trustee or the City, as the case may be. The Dissemination Agent has undertaken no responsibility with respect to any reports, notices or disclosures provided to it under this Agreement, and has no liability to any person, including any holder of Bonds, with respect to any such reports, notices or disclosures. The fact that the Dissemination Agent or any affiliate thereof may have any fiduciary or banking relationship with any party to this Agreement shall not be construed to mean that the Dissemination Agent has actual knowledge of any event or condition except as may be provided by written notice to the Dissemination.

The Dissemination Agent may at any time resign by giving 30 days written notice of resignation to the other Parties. Upon receiving such notice of resignation, the City shall promptly appoint a successor or assume the duties of the Dissemination Agent hereunder. Any bank, corporation or association into which the Dissemination Agent may be merged or converted or with which it may be consolidated, or any bank, corporation or association resulting from any merger, conversion or consolidation to which the Dissemination Agent shall be a party, or any bank, corporation or association succeeding to all or substantially all of the corporate trust business of the Dissemination Agent shall be the successor of the Dissemination Agent hereunder without the execution or filing of any paper with any party hereto or any further act on the part of any of the parties hereto except on the part of any of the parties hereto where an instrument of transfer or assignment is required by law to effect such succession, anything herein to the contrary notwithstanding.

The Dissemination Agent may conclusively rely and shall be fully protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report.

notice, request, consent, order, approval 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 Dissemination Agent may consult with counsel and the advice or any opinion of counsel shall be full and complete authorization and protection in respect of any action taken or omitted by it hereunder in good faith and in accordance with such advice or opinion of counsel.

9. Beneficiaries. Tin's Agreement shall inure solely to the benefit of the Parties, and the beneficial owners of the Bonds, and shall create no rights in any other person or entity.

10. Recordkeeping. The Dissemination Agent shall maintain records of all Annual Financial Information Disclosure, Other Developer Information, City Disclosure and Reportable Events Related to the Bonds, including the content of such disclosure, the names of the entities with whom such disclosure was filed and the date of filing such disclosure.

[Signature Page Follows]

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CITY OF CHICAGO

By:
Name: Its:

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., Chicago, Illinois, as
Trustee and as Dissemination Agent

By:
Name:
Its:

THE BANK OF NEW YORK MELLON, as Servicer

By:
Name:
Its:

LAKESHORE EAST DEVELOPMENT GROUP LLC, as Developer

By:
Name:
Its:

Continuing Information Agreement
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Exhibit
ANNUAL FINANCIAL INFORMATION

As Listed herein, "Annual Financial Information" means the financial information as set forth below.

a. Servicer Annual Financial Information:

Financial information and operating data which means an update of the tables in the Limited Offering Memorandum contained under the captions "SPECIAL ASSESSMENT LEVY AND COLLECTIONS" which five year comparative data form shall be updated annually and completed by the Servicer and submitted to the Dissemination Agent on or before December 1 of each year.

b. Developer Semi-Annual Financial Information:

Developer Semi-Annual Financial Information construction and parcel ownership updates with respect to those parcels listed in the form attached hereto as Exhibit IV and incorporated herein as shown in the drawing and Section "LAKESHORE EAST PROJECT - Parcel Construction and Ownership - Under Construction- and Undeveloped Parcels" of the LOM and updated information to the matters set forth in Exhibit V herein, completed by the Developer, will be submitted by the Developer to the Dissemination Agent not later than June 1 and December 1 of each year. Developer Semi-Annual Financial Information will be submitted to the Dissemination Agent until the City shall no longer have any legal liability for any obligation on or relating to repayment of the Bonds under the Trust Indenture, the Bonds and the Bond Ordinance, including defeasance or payment of the Bonds except as follows: (A) on each of the parcels C/D, I, J, K, and L shown in Exhibit IV until the receipt of the certificate of occupancy for each respective parcel; (B) regarding each of Parcel O and Lot 12 shown in Exhibit IV until the sale or receipt of certificate of occupancy of both parcels, or upon the receipt of certificate of occupancy for all of parcels C/D, I, J, K and L, whichever occurs first and (C) with respect to Developer's Obligation to update the information shown in Exhibit V, for so long as Developer's obligations to provide continuing disclosure has not ended pursuant to clauses (A) and (B) above. Each parcel described in (A) and (B) above is referred to as a "Semi-Annual Developer Disclosure Parcel" and collectively are referred to as the "Semi-Annual Developer Disclosure Parcels" in Exhibits IV and V.

Exhibit
Exhibit 11
UTAH'S ANNUAL FINANCIAL INFORMATION RELATED TO THE BONDS

1. Principal and interest payment delinquencies.
2. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the Bonds, upon notice to the Trustee
3. Defeasances.
4. Release, substitution or sale of property securing repayment of the Bonds, if material.
5. Appointment of a successor or additional trustee or the change of name of a trustee, if material.

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Exhibit III

CUSIP NUMBERS'

AL., ASSESSMENT IMPROVEMENT BONDS, SERIES 2021

Year of
Maturity CUSIP

2025 2032

Form of Constitution and Parcel Ownership Information

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Exhibit V

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- The estimated completion date of each of the Semi-Annual Developer Disclosure Parcels' IV;
- Any bulk sale of any Semi-Annual Developer Disclosure Parcel (other than individual condominium

- units) to a non-related entity;
- c. Any pending litigation that may affect the ability to pay the Special Assessment in any Semi-Annual Developer Disclosure Parcel;
 - d. Any material change to the ownership of any Semi-Annual Developer Disclosure Parcel;
 - e. Any failure by an owner of a Semi-Annual Developer Disclosure Parcel to pay general ad valorem property taxes or Special Assessments;
 - f. Any termination of credit or default under any financing related to a Semi-Annual Developer Disclosure Parcel;
 - g. Any occurrence of any event of bankruptcy with respect to the Developer or any owner of a Semi-Annual Developer Disclosure Parcel;
 - h. Any significant amendments to the land use entitlements of a Semi-Annual Developer Disclosure Parcel;
 - i. Any governmentally imposed conditions which would prevent or delay the development of any Semi-Annual Developer Disclosure Parcel; and
 - j. Any other material changes of which the Developer has knowledge that would prevent or delay the development of any Semi-Annual Developer Disclosure Parcel.

Parcels C/D, I, J, K, L, O and Lot 12

Exhibit B

EXHIBIT B

preliminary findings of fact and conclusions of law memorandum dated
NEW ISSUE- HOOK-EN R V ONEV

. 2021

NOT K \ I I I)

In the opinion of Co-Bond Counsel, based upon an analysis of existing laws, regulations, rulings and court decisions and, assuming, among other matters, continuing compliance with certain covenants and requirements of the Internal Revenue Code of 1986, as amended (the "Code"), interest on the Bonds is excluded from gross income for Federal income tax purposes and is not an item of tax preference in computing federal alternative minimum taxable income. Interest on the Bonds is, not exempt from present State of Illinois income taxes. Co-Bond Counsel expresses no opinion regarding, any other tax consequences related to the ownership or disposition of or the accrual or receipt of interest on, the

Dated: Dale of Issuance

Due: December 1, as shown below

This Limited Offering Memorandum is being furnished solely for consideration by prospective sophisticated purchasers of the above-captioned bonds (the "Bonds") with substantial financial resources and the experience and financial expertise to understand and evaluate the high degree of risk inherent in this investment. Purchase of the Bonds will constitute an investment secured solely by a pledge of special assessments and certain other amounts held in funds established pursuant to the Trust Indenture hereinafter referred to. The purchase of the Bonds is an investment subject to a high degree of risk, including the risk of non-payment of principal and interest. See "RISK FACTORS" herein.

The Bonds are issuable only as fully registered bonds without coupons and, when issued, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"). Individual purchases will be made in book-entry form only, in principal amounts of \$100,000 or integral multiples of \$1,000 in excess thereof. Beneficial Owners of the Bonds will not receive physical certificates representing their interest in the Bonds purchased. Principal of, premium, if any, and interest on the Bonds are payable by The Bank of New York Mellon Trust Company, N.A., as trustee, to DTC, which will remit such principal, premium, if any, and interest to DTC's Participants, who in turn will be responsible for remitting such payments to the Beneficial Owners of the Bonds, as described herein. Interest on the Bonds is payable on June 1 and December 1 of each year, commencing I. 20 until maturity.

The Bonds are subject to mandatory redemption prior to maturity as set forth herein. The Bonds are not subject to optional redemption prior to maturity.

The Bonds are being issued pursuant to Section 6(1) of Article VII of the Illinois Constitution, the Municipal Code of Chicago, Division 2 of Article 9 of the Illinois Municipal Code, the Special Assessment Supplemental Bond and Procedures Act and the Local Government Debt Reform Act and the Ordinance as described herein and, in the opinion of Co-Bond Counsel, will constitute valid and legally binding limited obligations of the City of Chicago (the "City") payable solely and only from the assessments and amounts on deposit in certain funds established and maintained pursuant to the Trust Indenture, as set forth herein.

THE BONDS ARE NOT GENERAL OBLIGATIONS OF THE CITY AND NEITHER THE FULL FAITH AND CREDIT NOR THE GENERAL TAXING POWER OF THE CITY, THE COUNTY OF COOK, THE STATE OF ILLINOIS, OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE BONDS. THE BONDS DO NOT CONSTITUTE AN INDEBTEDNESS OR A LOAN AGAINST THE GENERAL TAXING POWERS OR CREDIT OF THE CITY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION OR LIMITATION. NO HOLDER OF ANY BOND SHALL HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY TAXING POWER OF THE CITY, THE COUNTY OF COOK, THE STATE OF ILLINOIS, OR ANY POLITICAL SUBDIVISION THEREOF FOR PAYMENT OF THE PRINCIPAL AMOUNT OF, PREMIUM, IF ANY, OR INTEREST ON THE BONDS.

MATURITY SCHEDULE'

\$	%	Term Bonds Due December 1, 20	Price	%	to Yield:	%
\$	%	Term Bonds Due December 1, 20	Price:	%	to Yield:	%

The Bonds are offered when, as and if issued, subject to prior sale, withdrawal or modification of the offer without notice, and subject to the tipping legal opinion of Foley & Lardner, LLP, Chicago, Illinois and Charily & Associates, PC, Chicago, Illinois. Co-Bond Counsel, and certain other conditions Burke, Warren, Mac Kay A Senior/la, B.C., Chicago, Illinois, and Coldas tV.L.s :oc mies (hie ago, Illinois are acting as Co-Disclosure Counsel to the City. Certain legal matters will be passed upon for the i mlci uruci b\ leal <K l.eitn. LLC Chicago, Illinois, and for the City by its Corporation Counsel. It is expected that the Bonds u ill he a\aihible /or deli\er\ through the facilities of DTC in New York, New York on or about [redacted], 2021.

LOOP CAPITAL MARKETS

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LIMITED OI I T.KI.M; M KM OR AN 1)1 M

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(nil'; "CITY") TO THIRTY-FIVE OR FEWER SOPHISTICATED INVESTORS OR REGISTERED INVESTMENT COMPANIES UNDER THE INVESTMENT COMPANY ACT OF 1940 SOLELY FOR THE PURPOSE OF EACH INVESTOR'S CONSIDERATION OF THE PURCHASE OF THE BONDS, AND IS NOT TO BE USED FOR ANY OTHER PURPOSE OR MADE AVAILABLE TO ANYONE NOT DIRECTLY CONCERNED WITH THE DECISION REGARDING SUCH PURCHASE.

Each prospective purchaser is hereby offered the opportunity, prior to purchasing any Bonds, to ask questions of, and receive answers from, the Underwriter concerning the terms and conditions of the offering, and to obtain additional information to the extent the Underwriter possess the same or can acquire it without unreasonable effort or expense, provided, however, that no dealer, broker, salesman or other person has been authorized to give any information or to make any representation other than as contained in this Limited Offering Memorandum in connection with the offering described herein, and if given or made, such information or representation must not be relied upon as having been authorized. In accordance with, and as part of its responsibilities to investors under the Federal securities laws as applied to the facts and circumstances of this transaction, the Underwriter has reviewed the information in the Limited Offering Memorandum but does not guarantee the accuracy or completeness of such information. Neither the delivery of this Limited Offering Memorandum nor the sale of any of the Bonds shall imply that the information herein is correct as of any time subsequent to the date hereof. No information provided orally by the Underwriter or the City shall be relied upon or construed as a contract by any party.

This Limited Offering Memorandum should be considered in its entirety and no one factor should be considered more or less important than any other by reason of its position in this Limited Offering Memorandum. Where statutes, reports, agreements or other documents are referred to herein, reference should be made to such statutes, reports, agreements or other documents for more complete information regarding the rights and obligations of parties thereto, facts and opinions contained therein and the subject matter thereof.

THE BONDS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND THE INDENTURE HAS NOT BEEN QUALIFIED UNDER THE TRUST INDENTURE ACT OF 1939, AS AMENDED, IN RELIANCE UPON EXEMPTIONS CONTAINED IN SUCH ACTS. THE REGISTRATION OR QUALIFICATION OF THE BONDS IN ACCORDANCE WITH THE APPLICABLE PROVISIONS OF SECURITIES LAWS OF THE STATES IN WHICH THE BONDS HAVE BEEN REGISTERED OR QUALIFIED AND THE EXEMPTION FROM REGISTRATION OR QUALIFICATION IN OTHER STATES CANNOT BE REGARDED AS A RECOMMENDATION THEREOF. NEITHER THESE STATES NOR ANY OF THEIR AGENCIES HAVE PASSED UPON THE MERITS OF THE BONDS OR THE ACCURACY OR COMPLETENESS OF THIS LIMITED OFFERING MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY MAY BE A CRIMINAL OFFENSE.

THE BONDS HAVE RISK CHARACTERISTICS WHICH REQUIRE CAREFUL ANALYSIS AND CONSIDERATION BEFORE A DECISION TO PURCHASE IS MADE. THE BONDS SHOULD BE PURCHASED BY INVESTORS WHO HAVE ADEQUATE EXPERIENCE TO EVALUATE THE MERITS AND RISKS OF THE BONDS. PROSPECTIVE INVESTORS ARE NOT TO CONSTRUCT THE CONTENTS OF THIS LIMITED OFFERING MEMORANDUM OR ANY PRIOR OR SUBSEQUENT COMMUNICATION FROM THE UNDERWRITER, ITS AFFILIATES, OFFICERS AND EMPLOYEES OR ANY PROFESSIONAL ASSOCIATED WITH THIS OFFERING AS INVESTMENT OR LEGAL ADVICE. EACH PROSPECTIVE INVESTOR SHOULD CONSULT ITS OWN COUNSEL, ACCOUNTANT AND OTHER ADVISORS AS TO FINANCIAL, LEGAL AND RELATED MATTERS CONCERNING THE INVESTMENT DESCRIBED HEREIN.

IN CONNECTION WITH THE OFFERING OF THE BONDS, THE UNDERWRITER MAY OVER-ALLOT OR ENGAGE IN TRANSACTIONS THAT STABILIZE OR MAINTAIN THE MARKET PRICE OF SUCH BONDS AT A LEVEL ABOVE THAT AT WHICH MIGHT OTHERWISE PREVAIL IN

IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

Certain statements included or incorporated by reference in this Limited Offering Memorandum constitute "forward-looking statements" within the meaning of the United States Private Securities Litigation Reform Act of 1995, Section 27E of the United States Securities Exchange Act of 1934, as amended, and Section 27A of the United States Securities Act of 1933, as amended. Such statements are generally identifiable by the terminology used such as "plan," "believe," "expect," "estimate," "anticipate," "intend," "projected," "budget," "could," or similar words. Additionally, all statements in this Limited Offering Memorandum, including forward-looking statements, speak only as of the date they are made.

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(NY OF CHIC AGO

MAYOR

Fori F. Lightl'oot

CITY TREASURER

McIissa Conyears-Ervin

CHIEF FINANCIAL OFFICER

Jennie Huang Bennett

CITY CLERK

Andrea M. Valencia

CITY COUNCIL COMMITTEE ON FINANCE

Scott Waguespack, Chairman

CITY COMPTROLLER

Reshma Soni

BUDGET DIRECTOR

Susie Park

CORPORATION COUNSEL

Celia Meza, Esq.

CO-BOND COUNSEL

Foley & Lardner, LLP Chicago, Illinois

Charity & Associates, P.C. Chicago, Illinois

CO-DISCLOSURE COUNSEL

Burke, Warren, MacKay & Serritella, P.C. Chicago, Illinois

Cotillas & Associates Chicago, Illinois

FINANCIAL ADVISOR

PFM Financial Advisors LLC

TABLE OF CONTENTS

Feme

INTRODUCTORY STATEMENT

I

THE BONDS	2
<i>General Description of the Bonds</i>	2
Redemption	3
Prepayment of Assessments	1
Additional Bonds	5
Book-Entry Only System	5
REFUNDING PLAN	5
General	5
Refunding of Prior Bonds	5
SOURCES AND USES OF FUNDS	6
LAKESHORE EAST PROJECT	7
General	7
Completion of Lakeshore East Project	7
Lakeshore East Project - Parcel Summary and Value to Lien	8
Parcel Construction and Ownership	9
Environmental Update on Lakeshore East Project Site	10
Bond Financed Public Improvements Project Summary'	11
SPECIAL ASSESSMENT ROLL	12
SPECIAL ASSESSMENT LEVY AND COLLECTIONS	13
DEBT SERVICE COVERAGE	14
SECURITY AND SOURCE OF PAYMENT FOR THE BONDS	15
General	15
Funds and Accounts	15
Covenants of the City	19
Investments	21
Enforcement of Special Assessment Liens - Cook County	21
THE SERVICING AGREEMENT	24
Servicing Agreement	24
Servicer	25
THE CITY	25
THE SPECIAL ASSESSMENT PROCEEDINGS	
The Authorizing Acts	
Special Assessments	
RISK FACTORS	
Limited Source of Funds Overlapping Indebtedness	
25	
25 25	
26 26 26	

Assessment Delinquencies	~7	
Potential Delay and Limitations in foreclosure Proceedings		27
Condemnation		28
Bankruptcy		28
Limited Secondary Market		28
Loss of Tax Exemption		28
Risk of Legislative and Judicial Changes		29
information Not Verified		29
Failure to Complete Development of the Lakeshore East Project		29
Local, State and Federal Land Use Regulations		29
Competition		30
Concentration of Ownership of Parcels and Lots Undeveloped or Under Construction		30
Reliance on the City Condominium and Rental Market		30
Environmental		30
Disclosures Regarding Covid-19		30
Cyber Attacks		31
Postponement of 2018 tax Delinquent Sale of Real Properties in Cook County		31
UNDERWRITING		32
LEGAL OPINIONS		32
TAX EXEMPTION		32
CONTINUING DISCLOSURE		34
LIMITED OFFERING		34
FINANCIAL ADVISOR		34
NO LITIGATION		34
NORATING :		35
MISCELLANEOUS		35
AUTHORIZATION		35

APPENDIX A - TRUST" INDENTURE

APPENDIX B - SERVICING AGREEMENT

APPENDIX C - CO-BOND COUNSEL OPINION

APPENDIX D - BOOK-ENTRY ONLY SYSTEM

APPENDIX E-CONTINUING INFORMATION AGREEMENT

APPENDIX F - INVESTOR LETTER

S

CITY OF CHICAGO Special Assessment Improvement
Bonds, Refunding Series 2021 (Lakeshore East Project)

INTRODUCTORY STATEMENT

This Limited Offering Memorandum, which includes the cover page and Appendices attached hereto, is provided to furnish information in connection with the issuance and sale by the City of Chicago

(the "City") of \$ * aggregate principal amount of its Special Assessment Improvement Bonds, Refunding Series 2021 (Lakeshore East Project) (the "Bonds"). The Bonds will be issued by the City pursuant to (i) Section 6 (1) of Article VII of the Illinois Constitution, Division 2 of Article 9 of the Illinois Municipal Code, 65 ILCS 5/9 as modified and supplemented by Section 075, Title 2 of Chapter 102 of the Municipal Code of Chicago, the Special Assessment Supplemental Bond and Procedures Act, 50 ILCS 460 and the Local Government Debt Reform Act, 30 ILCS 350 (collectively, the "Authorizing Acts"), and (ii) an Ordinance adopted by the City Council of the City on , 2021 (the "Ordinance").

The Bonds will be issued as fully registered bonds without coupons in book-entry form only in denominations of \$100,000 or any

integral multiple of \$1,000 in excess thereof.

The Bonds will be secured primarily by special assessments (the "Assessments") imposed on lots (each a "Lot" as such term is defined in the Trust Indenture or a "Parcel", as defined herein). The Lots collectively constitute, the "Lakeshore East Project Site" which benefit from the Bond Financed Public Improvements Project, as defined herein. The Assessments were approved by the Circuit Court of Cook County, Illinois, County Department, County Division (the "Court") following notice and proceeding as required by the Authorizing Acts. In addition, the Bonds will be payable from and secured by certain funds established pursuant to the Ordinance and the Trust Indenture dated as of December 1, 2002 (the "Original Indenture"), as amended and supplemented by the First Supplemental Trust Indenture dated as of

, 2021 (the "First Supplemental Indenture" and together with the Original Indenture, collectively, the "Trust Indenture") each between the City and The Bank of New York Mellon Trust Company, N.A., as successor trustee to BNY Midwest Trust Company (the "Trustee"). See "THE BONDS." Capitalized terms used but not defined herein shall have the meaning given such terms in the Trust Indenture. See APPENDIX A - Trust Indenture.

The Bonds are being issued to (i) refund all of the City's Special Assessment Improvement Bonds, Series 2002 (Lakeshore East Project) (the "Prior Bonds"); (ii) fund certain reserves for the Bonds and (iii) pay costs of issuance of the Bonds. See "REFUNDING PLAN."

The Prior Bonds were issued to finance a portion of the cost of acquisition and construction of certain public improvements by the City, consisting of: sanitary sewers, storm sewers, water mains, streets, curbs, gutters, sidewalks, street lights, park improvements, right-of-way improvements, road improvements, grading, excavation, landscaping and architectural and engineering services (collectively, the "Bond Financed Public Improvements Project"). The Bond Financed Public Improvements Project is for the benefit of the development of Lakeshore East (the "Lakeshore East Project"), as generally described in that certain Residential-Business Planned Development Ordinance No. 70, as amended ("PD70"), and the Master Plan and Design Standards for the Lakeshore East dated March 15, 2001 prepared by Skidmore Owings and Merrill, LLP (collectively, the "Master Plan").

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The Bond Financed Public Improvements Project constitutes the public infrastructure improvements required to be undertaken by Lakeshore East LLC, a limited liability company of the State of Illinois as the "Owner" and Lakeshore East Development Group LLC, a limited liability company of the State of Illinois, as the "Developer" and together with the Owner, the "Original Developer Entities". The Original Developer Entities constructed the Bond Financed Public Improvements Project pursuant to a Development Agreement, dated January 14, 2003, as amended (the "Development Agreement") and a Construction and Maintenance Agreement, dated January 14, 2003, as amended each by and between the City and the Original Developer Entities (the "Construction and Maintenance Agreement, and together with the Development Agreement, the "Developer Agreements"). See - LAKESHORE EAST PROJECT.

IN THE OPINION OF CO-BOND COUNSEL, THE BONDS WILL CONSTITUTE VALID AND LEGALLY BINDING LIMITED OBLIGATIONS OF THE CITY, PAYABLE SOLELY AND ONLY FROM THE ASSESSMENTS AND AMOUNTS ON DEPOSIT IN CERTAIN OF THE FUNDS AND ACCOUNTS ESTABLISHED AND MAINTAINED UNDER THE TRUST INDENTURE, AS SET FORTH HEREIN. THE BONDS ARE NOT GENERAL OBLIGATIONS OF THE CITY AND NEITHER THE FULL FAITH AND CREDIT NOR THE GENERAL TAXING POWER OF THE CITY, THE COUNTY OF COOK, THE STATE OF ILLINOIS OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE BONDS. NO HOLDER OF ANY BOND SHALL HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY TAXING POWER OF THE CITY FOR PAYMENT OF THE PRINCIPAL AMOUNT OF, PREMIUM, IF ANY, OR INTEREST ON THE BONDS. THE BONDS DO NOT CONSTITUTE AN INDEBTEDNESS OR A LOAN AGAINST THE GENERAL TAXING POWERS OR CREDIT OF THE CITY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION OR LIMITATION.

THE BONDS

General Description of the Bonds

The Bonds will be issued in the aggregate principal amount of _____, will bear interest at the rates and mature in the amounts and on the dates as set forth on the cover page of this Limited Offering Memorandum, subject to mandatory redemption as described herein. The Bonds will be issued only as fully registered bonds without coupons in book-entry form in authorized denominations of \$100,000 or any integral multiple of \$1,000 in excess thereof.

The Depository Trust Company, New York, New York ("DTC"), will act as securities depository for the Bonds. Principal of, premium, if any, and interest on the Bonds will be paid by the Trustee directly to DTC, which will remit such principal, premium, if any, and interest to DTC's Participants, who, in turn will be responsible for remitting such payments to the Beneficial Owners of the Bonds. See "THE BONDS - Book-Entry Only System."

Interest on the Bonds will be paid in lawful money of the United States of America semiannually on June 1 and December 1 of each year (each, an "Interest Payment Date"), commencing _____ 1, 20____. Interest on the Bonds shall be calculated on the basis of a 360-day year composed of twelve 30-day months.

Each Bond shall be dated the date of delivery (the "Dated Date") and shall bear interest from the Interest Payment Date next preceding the date of registration and authentication thereof unless such Bond is registered as of an Interest Payment Date, in which event it shall bear interest from the date thereof, or unless such Bond is registered prior to the first Interest Payment Date, in which event it shall bear interest

Preliminary, subject to change.

from the Dated Date, or unless, as shown by the records of the Trustee, interest on such Bond shall be in default, in which event it shall bear interest from the date to which interest has been paid in full.

Redemption

Optional Redemption. The Bonds are not subject to optional redemption prior to maturity.

Mandatory Redemption. The Bonds maturing on December 1, 20__ and December 1, 20__ are subject to mandatory redemption in part and by lot, at the Redemption Price equal to the principal amount thereof to be redeemed, plus accrued interest to the date of redemption on December 1 of the years and in the Sinking fund Installments as follows:

Date' Amount'

December 1, 20__	\$
December 1, 20__	
December 1, 20__	
December 1, 20__	
December 1, 20__	(final maturity)

Amount'

\$

Date'

December 1, 20__

December 1, 20
December 1, 20
December 1, 20
December 1, 20
December 1, 20
December 1, 20
December 1, 20
December 1, 20
December 1, 20 (final maturity)

Special Mandatory Redemption. The Bonds are also subject to mandatory redemption on any Interest Payment Date, by operation of the Prepayment Account of the Debt Service Fund, in part and by lot, at the Redemption Price equal to the principal amount thereof to be redeemed, plus accrued interest to the date of redemption.

In the event of the mandatory redemption of Bonds by operation of the Prepayment Account of the Debt Service Fund as described above, the principal amount so redeemed shall be credited pro-rata against the unsatisfied balance of future Sinking Fund Installments and final maturity amount of the Bonds.

Selection of Bonds to Be Redeemed by Lot. In the event of the redemption of less than all the Outstanding Bonds, the Trustee will assign to each such Outstanding Bond a distinctive number for each \$1,000 of the principal amount of such Bond and shall select by lot, using such method of selection as it shall deem proper in its discretion, from the numbers assigned to such Bonds as many numbers as, at \$1,000 for each number, shall equal the principal amount of such Bonds to be redeemed. The Bonds to be redeemed

"Preliminary, subject to change.

shall be the Bonds to which were assigned numbers so selected, but only so much of the principal amount of each such Bond of a denomination of more than \$1,000 shall be redeemed as shall equal \$1,000 for each number assigned to it and so selected.

Notice of Redemption. When redemption of Bonds is authorized or required pursuant to the Trust Indenture, the Trustee shall give notice, in the name of the City, of the redemption, which notice shall specify the Bonds to be redeemed, whether the redemption is conditioned upon the deposit of funds sufficient to effect the redemption, the redemption date, and the place where amounts due upon such redemption will be payable. Such notice shall further state that on such date there shall become due and payable upon each Bond to be redeemed the Redemption Price thereof, or the Redemption Price of the specified portions of the principal thereof in the case of Bonds to be redeemed in part only, together with interest accrued to the redemption date, and that from and after such date interest thereon shall cease to accrue and be payable. Such notice shall be mailed by first class mail, postage prepaid, by the Trustee, not less than 30 days nor more than 60 days prior to the redemption date, to the Owners of any Bonds or portions of Bonds which are to be redeemed, at their last addresses, if any, appearing upon the registry books of the Bond Registrar; provided that if all Bonds are held in book-entry form such notice may be given in accordance with the representation letter of the Securities Depository. Failure to give notice of redemption by mail, or any defect in such notice, to the Owner of any Bond shall not affect the validity of the proceedings for the redemption of any other Bonds. Reference is further expressly made to any means of giving a notice of redemption as may be agreed upon between the City and the Securities Depository, which notice may be given in lieu of the mailed notice to Owners hereinabove specified.

Payment of Redeemed Bonds. Notice having been given in the manner provided above, the Bonds or portions thereof so called for redemption shall become due and payable on the redemption date so designated at the Redemption Price and, upon presentation and surrender thereof at the office specified in such notice, such Bonds, or portions thereof, shall be paid at the Redemption Price. If there shall be drawn for redemption less than all of a Bond, the City shall execute and the Trustee shall authenticate and deliver, upon the surrender of such Bond, without charge to the Owner thereof, for the unredeemed balance of the

principal amount of the Bonds so surrendered, Bonds of like Series and maturity and interest rate in any of the Authorized Denominations. If, on the redemption date, moneys for the redemption of all the Bonds or portions thereof of any like Series and maturity, to be redeemed, together with interest to the redemption date, shall be held by the Trustee so as to be available therefor on said date and if notice of redemption shall have been given as aforesaid, then, from and after the redemption date interest on the Bonds or portions thereof of such Series and maturity so called for redemption shall cease to accrue and become payable. If said moneys shall not be so available on the redemption date, such Bonds or portions thereof shall continue to bear interest until paid at the same rate as they would have borne had they not been called for redemption.

Prepayment of Assessments

Under the Authorizing Acts, all or any portion of the Assessments are subject to any prepayment at any time. The Servicer is obligated by the Servicing Agreement and the Trust Indenture to calculate the proper amount of prepayment for any Lot, as follows:

The amount of the prepayment of the Assessment with respect to any Lot shall be calculated as follows: (i) a ratio shall be determined which shall be the unpaid amounts in the Roll Component "Total Assessment" for such Lot (taking into account any interest and charges related to delinquencies in payment) divided by the total of all unpaid Total Assessments (the "Assessee's Quotient"); (ii) the Assessee's Quotient shall be multiplied by the principal amount of the Bonds outstanding, as provided by the Trustee; (iii) the Assessee's Quotient shall be multiplied by the amount on deposit in the Debt Service

Reserve Account, (iv) interest shall be calculated from the last Assessment payment date accruing at the rate of 6.75% per annum on the principal amount determined in clause (ii) of this paragraph, (v) the Prepayment amount shall be (ii) plus (iv) less (iii).

After determination of the proper amount for Prepayment, as specified above, the Servicer is obligated to provide such calculation and information to the Trustee, the Assessee and the City. There shall be a five (5) business day interim after receipt of such information from the Servicer for inquiry or correction by the City; and, thereupon, the Trustee is authorized to accept Prepayment with respect to such Lot and give receipt for same. The amount so received shall immediately be deposited by the Trustee in the Prepayment Account. At such time, the Servicer shall write the word "Paid" on the Roll opposite the Lot on which the Assessment (or portion thereof) is prepaid, together with the name and post office address of the person making the prepayment and the date of same, or otherwise note that the Assessment (or portion thereof) has been prepaid. Pursuant to the Authorizing Acts, when the amount of any Prepayment has been made in full, the City, with the cooperation of the Trustee, shall execute and deliver a release of the Special Assessment Lien to the property owner with direction to the property owner to effect recordation, in the Recorder's Office of Cook County, with respect to such Lot for which such Prepayment has been made.

Additional Bonds

Other than the Bonds, no obligations may be issued under the Trust Indenture other than obligations to refund part or all of the Bonds then Outstanding, but only if, as of the time immediately following the issuance of such refunding bonds, the Debt Service for each Bond Year on all Bonds then outstanding is no greater than the Debt Service in each year on all Bonds then outstanding as of the time immediately prior to the issuance of such refunding bonds.

Book-Entry Only System

The Depository Trust Company ("DTC") will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond certificate will be issued for each maturity of the Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC. See APPENDIX D - Book-Entry Only System.

REFUNDING PLAN

General

The City will use the proceeds of the Bonds, together with other available funds, to: (i) make a deposit to the Debt Service Reserve Account for the Bonds in the amount of the Debt Service Reserve Requirement equal to \$ _____; (ii) make a deposit to the Costs of Issuance Account; and (iii) together with amounts on hand under the Indenture transferred to the Series 2002 Defeasance Account, currently refund all of the outstanding Prior Bonds.

Refunding of Prior Bonds

The City has determined the refunding of the Prior Bonds to be in the public interest and in furtherance of the public purposes of the City. The table below sets forth the maturity dates, interest rates, principal amounts payable to refund the Prior Bonds and the redemption date for the Prior Bonds. The debt service on the Bonds will not exceed the debt service on the Prior Bonds in any Bond Year. In addition, the issuance of the Bonds shall not result in an increase in the Assessment amount nor in extending the term of the payments of the Assessments beyond the term under the Prior Bonds. Therefore, the Bonds may be

December 1, 2022	December 1, 2032
6.625%	6.750
\$3,548,000	\$1,390,000

SOURCES AND USES OF FUNDS

Sources:

Bond Proceeds: Par Amount

Other Sources of Funds:

- Prior Bonds Debt Service Fund
- Prior Bonds Debt Service Reserve Fund
- Release Portion of General Reserve Fund

Total:

Uses:

Refunding Deposits:

Deposit to Defeasance Account

Other Fund Deposits:

Debt Service Reserve Fund

Cost of Issuance

2021 Cost of Issuance Account Total:

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No assurance can be given that the foregoing ratios can or will be maintained during the period of time the Bonds are outstanding both because property values could drop and because other public entities, over which the City has no control, could issue additional indebtedness secured by a lien on a parity with the lien securing payment of the Bonds or payable through the levy or imposition of a tax on a parity with the Assessment. See "RISK FACTORS -Overlapping Indebtedness."

Parcel Construction and Ownership

Completed Construction

Coast, The Tides and The Shoreham (Parcels A, F and G) are three (3) completed rental apartment buildings with ground floor retail. The owners of these buildings have prepaid the special assessment associated with these parcels and thus they are no longer collateral for the Bonds. See "SPECIAL ASSESSMENT PROCEEDINGS" and "SECURITY AND SOURCE OF PAYMENT FOR THE BONDS".

The Regatta, The Chandler, The Lancaster, 340 on the Park, Aqua Park Homes and Benton Place Parkhomes (Parcels E, H, M, N, portion of Lot 15 and Lot 18) are six (6) completed buildings with 1216 residential condominium units. The condominium units in these Parcels, which include dwelling units and parking spaces represent an estimated total of over 1,200 separate owners.

340 On The Park (Parcel N) the 344 unit condominium building, also contains an approximately 5,500 square foot retail development comprised of two retail spaces, located within the same building. It is owned by 340 East Randolph Retail LLC, a joint venture between an affiliate of Magellan and an affiliate of Related Midwest LLC, a Delaware limited liability company, based in Chicago, Illinois.

Village Markets (Lots 16 and part of 17) consists of an approximately 102,000 square foot retail development comprised of 14 retail spaces. Village Market is owned by Lakeshore East Retail LLC, an Illinois limited liability company, and is a joint venture between affiliates of Magellan and Hanwha Village Market LLC ("Hanwha"). Hanwha, headquartered in Seoul, South Korea, is a subsidiary of a large conglomerate operating in a variety of business sectors, including real estate development and construction.

GEMS Lower School (portion of Lot 15) is a completed private elementary school, owned by GEMCHI (IL) LLC, an Illinois limited liability company and affiliate of GEMS. GEMS is a global advisory and educational management firm, and the largest operator of kindergarten-to-grade-12 schools in the world, with a network of over 70 schools in over a dozen countries.

Under Construction

St. Regis Tower ("Parcels C and D) is a mixed-used building with a 192 room St. Regis hotel and 393 branded residential condominium units (The Residences at St. Regis Chicago). The residential portion of the building achieved initial occupancy in late 2020. Though construction continues in the building, purchasers have closed on their units and people have moved into the building. The projected opening date for the hotel is early 2022. Parcels C and D are owned and being developed by Parcel C, LLC, a Delaware limited liability company and an affiliate of Magellan Development Group LLC ("Magellan"), a Chicago-based real estate development company. The condominium parcel will represent 73.69% of the total special assessment for Parcels C and D, and the hotel will represent 26.31% of the total assessment for Parcels C and D. Sufficient funds to complete the construction of Vista Power are in place, and the approximately \$1 billion capital stack is anchored by a senior construction loan from JPMorgan.

Cirrus (Parcel J) is currently under construction as a 354 unit residential condominium building. Parcel J is currently owned by 211 North Harbor Drive Owner LLC, a Delaware limited liability company, which is

a joint venture of an affiliate of Lendlease, a multinational construction, property and infrastructure company based in Barangaroo, Sydney, Australia ("Lendlease") and affiliates of Magellan, financing sufficient to construct Cirrus has been provided to 21 I North Harbor Drive Owner LLC by CIBC Bank U.S., as agent for itself and certain other lenders. Cirrus is estimated to receive initial occupancy and open in late 2021. Cirrus has been allocated 30% of the total assessments for Parcels I, J, K and L.

Cascade (Parcels K and L) is currently under construction as a 503 residential rental unit apartment building. Parcels K and L are currently owned and being developed by 445 Last Waterside Drive Owner LLC, a Delaware limited liability company, and joint venture with Lendlease and Magellan. Financing sufficient to complete construction of Cascade has been provided by CIBC Bank U.S., as agent for itself and certain other lenders. Cascade is estimated to receive initial occupancy and open in 2021. Cascade has been allocated 20% of the total assessments for Parcels I, J, K and L.

GEMS Upper School (Parcel B) is currently under construction as a private middle school and high school for GEMS Academy. It is currently owned and being developed by GEMCHI (IL) LLC, an Illinois limited liability company and affiliate of GEMS. GEMS is a global advisory and educational management firm, and is the largest operator of kindergarten-to-grade-12 schools in the world, with a network of over 70 schools in over a dozen countries. Construction is anticipated to be complete in 2022, prior to the start of Fall classes.

Undeveloped Parcels

Lot 12 is an approximate 12,300 square foot Parcel in the Northeast corner of the Lakeshore East Project, currently owned by Lakeshore East LLC, an Illinois limited liability company. Lot 12 is intended to be a public elementary school, however there is currently no timetable set to begin construction. Lot 12 is owned by Lakeshore East LLC.

Parcel I is owned by IJK.L LLC, an Illinois limited liability company and a joint venture of Lendlease and Magellan. Parcel I has been allocated 50% of the total assessments for Parcels I, J, K and L. It is anticipated that a 344 unit residential condominium building will be constructed on Parcel I. While there is currently no timetable set to begin construction, it is estimated that construction would begin several years from now with a rough projection of initial occupancy in 2025.

Parcel O is owned by Parcel O LLC, an Illinois limited liability company and joint venture between Hanwha Parcel O LLC and a Magellan affiliate. A small portion of the building falls on Lot 15, and thus is within the SAA. It is anticipated that a mixed-use high-rise containing 609 rental apartments, a 240 room hotel and retail space will be constructed on Parcel O. Construction is expected to commence in early 2022, with a projected initial occupancy in 2024.

Environmental Update on Lakeshore East Project Site*

At or about the time of Lakeshore East LLC's acquisition of the Lakeshore East Project Site in 2002, it was determined by the U.S. Environmental Protection Agency ("USEPA") that there was contamination from certain thorium waste materials present in the material used to fill former boat slips located at various locations across the land underneath the Lakeshore East Project Site. The Original Developer Entities, in conjunction with STS Consultants Ltd., developed a Work Plan for Remediation of the thorium (the "Work Plan"). The Work Plan was approved by the USEPA and the Original Developer

Source. Lakeshore East Development Group. LLC

Entities instituted the Work Plan beginning in October of 2002. The Remediation under the Work plan was completed in March of 2003.

The Original Developer Entities submitted a Completion Report of the Work plan to the USEPA in September 2004 and

provided their response to the USEPA comments to the Completion Report in November 2004. The USEPA issued a Completion of On-Site Work letter on February 9, 2005 (the "USEPA Remediation Completion Letter"). The USEPA Remediation Completion Letter included a provision to monitor any future disturbance of soil within the former boat slips, which impacts many of the Parcels, including Parcel I.

Subsequent development at the Lakeshore East Project conformed with the requirements of the USEPA Remediation Completion letter and the approved Work Plan. Additional Completion Reports have been submitted and approved by the USEPA.

In addition, the State of Illinois Environmental Protection Agency issued No Further Remediation(s) letters for the Lakeshore East Park, various right of ways and developed parcels.

Bond Financed Public Improvements Project Summary

Pursuant to the Special Assessment Ordinance adopted by the City on June 19, 2002, and the Supplemental Ordinance adopted by the City on October 2, 2002, the City approved pre-final plans for the construction of the Bond Financed Public Improvements Project. On June 20, 2008, the Board of Local Improvements of the City of Chicago ("BOLI") filed a Certificate of Final Costs and Completion with the Court (the "Final Completion Certificate"). The Final Completion Certificate certified to the completion of the Bond Financed Public Improvements Project; provided a statement of the Bond Financed Public Improvements Project costs; and the amount which BOLI estimated would be required to pay accruing interest on vouchers bonds issued in anticipation of the collection of assessment as follows:

Statement of Bond Financed Public Improvements Project Costs*

\$67,415,731

\$25,833,466 15,695,870 770,664

3,310,843 5,893,300 9,299,335 1,885,028

3,973,011 (444,663)

\$66,216,854 _\$1,198,876"

*Source: Certificate of Final Cost and Completion City of Chicago Special Assessment Docket No. 58763; Warrant No.62456; 02 CS 025.

On August 15, 2008 the Court issued its Order Confirming the "Certificate of Final Cost and Completion" finding the total amount assessed, as adjusted for the making of the Bond Financed Public Improvements to be \$67,415,731 of which there was an abatement of \$1,198,876 which constituted 34.46% of the final installment due September 2, 2032, effective September 1, 2008. (See the Order Confirming Certificate of Final Cost and Completion dated August 15, 2008, City of Chicago Special Assessment Docket No. 58763; Warrant No.62456; 02 CS 025.).

SPECIAL ASSESSMENT ROLL

The following table sets forth the Assessment Roll. The remaining "Total Assessment" has been confirmed by the Court pursuant to its Order Confirming Certificate of Final Cost and Completion and entered on August 15, 2008. See "SPECIAL ASSESSMENT PROCEEDINGS."

Date

09/01/2021
03/01/2022
09/01/2022
03/01/2023
09/01/2023
03/01/2024
09/01/2024
03/01/2025
09/01/2025
03/01/2026
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03/01/2028
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09/01/2030
03/01/2031
09/01/2031!
03/01/2032
09/01/2032

Total Assessment

\$972,469.39 1,077,674.14 1,077,674.14 1,191,421.14 1,191,421.14 1,316,857.74 1,316,857.74 1,452,634.73 1,452,634.73
1,599,202.17 1,599,202.17 1,757,459.23 1,757,418.63 1,927,975.56 1,927,975.55 2,112,246.16 2,311,786.12
2,311,786.12 2,526,606.34 2,526,606.35 2,782,771.80 2,218,950.22

Interest Component

\$1,378,036.47 1,345,215.59 1,308,842.90 1,272,472.85 1,232,262.01 1,192,051.21 1,147,607.38 1,103,164.70 1,054,138.05
1,005,110.50 951,137.86 897,164.75 837,850.46 778,538.18 713,467.99 648,398.93 577,097.05 505,808.78 427,786.21 349,762.85
264,489.41 179,217.21 74,889.12

Total Assessment with Interest

\$2,350,505.86 2,422,889.73 2,386,517.04 2,463,893.99 2,423,683.15 2,508,908.95 2,464,465.12 2,555,799.43 2,506,772.78
2,604,312.67 2,550,340.03 2,654,623.98 2,595,269.09 2,706,513.74 2,641,443.54 2,761,057.18 2,689,343.21 2,817,594.90
2,739,572.33 2,876,369.19 2,791,095.76 2,961,989.01 2,293,839.34

SPECIAL ASSESSMENT LEVY AND COLLECTIONS

(as of , 2021)

Tax Year

2015 2016 2017 2018 2019

Total Number of
Initial Statements

5072 5040 4957 4850 4778

Total Levy of Initial Statements "\$4,505,892.82" 4,529,795.75 4,558,598.94 4,540,263.80 4,546,765.03

Total Number of
Delinquencies
reported to Cook County
33 I
304
293
276
302

Total Levy
(Delinquencies
reported to Cook
County)

\$238,692.48 95,118.22 96,858.07 101,741.88 247,333.09

Delinquency Rate

6.53% / 6.03 5.91 5.69 6.32

// of Delinquencies collected by Servicer before turning over to Cook County

19.36 8.7

Total Levy Collected by

Servicer before turning over to Cook County

\$6,315.34 12,516.66 3,101.73 1,755.63 8,302.05

Collection Rate of Delinquencies for Given Tax Year

5.74% / 11.84 2.73 2.54 6.95

to

HNS

17-10-318-080-0000 17-10-400-021-0000

17-10-400-022-0000 17-10-318-081-0000

17-10-400-047-0000 17-10-318-083-0000 17-10-400-025-0000 17-10-318-075-0000 17-10-318-056-0000

Lot/Parcel**

Parcel C&D Parcel 1 (Condos)

Parcel J

Parcel B

Parcel K/L (Rental/Retail)

Lot 22

Lot 12

Parcel O

Lot 16

Owner Name**

Parcel C LLC

IJKL LLC, c/o LendLease

211 North Harbor Drive Owner LLC, c/o LendLease GEMCHI (IL) LLC, c/o GF.MS Americas, Inc.

445 Last Waterside Drive Owner LLC, c/o LendLease GEMCHI (IL) LLC, c/o GEMS Americas, Inc.

Lakeshore East LLC

Parcel O LLC

Lakeshore East Retail LLC

Owner Address**

225 N. Columbus Drive, Suite 100, Chicago, IL 60601 200 Park Avenue, 9th Floor, New York, NY 10166

200 Park Avenue, 9th Floor, New York, NY 10166 70 W. 40th St., 6th Floor, New York, NY 10018-2625

200 Park Avenue, 9th Floor,

New York, NY 10166

70 W. 40th St., 6th Floor,

New York, NY 10018-2625

225 N. Columbus Drive, Suite 100,

Chicago, IL 60601

225 N. Columbus Drive, Suite 100,

Chicago, IL 60601

225 N. Columbus Drive, Suite 100,

Chicago, IL 60601

Remaining Assessment*

\$8,165,566 5,974,039

4,092,941 2,536,098

1,077.610 261,747 246,874 194,335 1 19.790

Status**

Completed

Undeveloped

Under Construction (Cirrus) Under Construction
Under Construction (Cascade)

Completed Undeveloped Undeveloped

Completed

♦Source- Provided by Servicer (10/5/2020). **Lakeshore East Development Group LLC

Top Ten Total \$25,938,944 Total Assessments Remaining \$41,659,503 Top Ten as a Percent of Total 62.26%

debt service coverage

The following (table sets forth estimated annual debt service and coverage ratios for the Bonds.

Assessment One Date	Total Assessment with Interest ¹	Deposit to Levying & Collection (5%)	Net Assessment	Lionel Total Payment Date	Punished Bonds ²	Interest on Bonds ¹	Debt Service ¹⁻¹	Debt Service Coverage ¹³					
09/01/2021	03/01/2022	09/01/2022	03/01/2023	09/01/2023	03/01/2024	09/01/2024	03/01/2025	09/01/2025	03/01/2026	09/01/2026	03/01/2027	09/01/2027	
03/01/2028	09/01/2028	03/01/2029	09/01/2029	03/01/2030	09/01/2030	03/01/2031	09/01/2031	03/01/2032	09/01/2032				
52,350,505	86 2,422,889.73	2 186,517.04	2,463,893.99	2,423,683.15	2,508,908.95	2,464,465.12	2,555,799.43	2,506,772.78	2,604,312.67	2,550,340.03	2,654,623.98		
2,595,269.09	2,706,513.74	2,641,443.54	2,761,057.18	2,689,343.21	2,817,594.90	2,739,572.33	2,876,369.19	2,791,095.76	2,961,989.01	2,293,839.34			
\$(117,525.29)	(121,144.49)	(1 19,325.85)	(123,194.70)	(121,184.16)	(125,445.45)	(123,223.26)	(127,789.97)	(125,338.64)	(130,215.63)	(127,517.00)	(132,731.20)		
(129,763.45)	(135,325.69)	(132,072.18)	(138,052.86)										
(134,467.16)	(140,879.75)	(136,978.62)	(143,818.46)	(139,554.79)	(148,099.45)	(114,691.97)							
\$2,232,980.57	2,301,745.24	2,267,191.19	2,310,699.29	2,302,498.99	2,383,463.50	2,341,241.86	2,428,009.46	2,381,434.14	2,474,097.04	2,422,823.03	2,521,892.78		
2,465,505.64	2,571,188.05	2,509,371.36	2,623,004.32	2,554,876.05	2,676,715.16	2,602,593.71	2,732,550.73	2,651,540.97	2,813,889.56	2,179,147.37			
12/01/2021	06/01/2022	12/01/2022	06/01/2023	12/01/2023	06/01/2024	12/01/2024	06/01/2025	12/01/2025	06/01/2026	12/01/2026	06/01/2027	12/01/2027	06/01/2028
12/01/2028	06/01/2029	12/01/2029	06/01/2030	12/01/2030	06/01/2031	12/01/2031	06/01/2032	12/01/2032					
	559,766,800.02		5(2,870,814.78)	\$56,778,460.01									

⁽¹⁾Total Assessment, Interest Component and Total Assessment with Interest provided by Servicer.
⁽²⁾Preliminary subject to change.

SECURITY AND SOURCE OF PAYMENT FOR THE BONDS

General

The Bonds are limited obligations of the City, payable solely from the Trust Estate consisting of (i) the Assessments and all interest and penalties derived therefrom, (ii) the Special Assessment Lien and (iii) all Funds and Accounts established under the Trust Indenture except (A) the Assessee's Credit fund (B) any Rebate Fund and (C) the Defeasance Account, which is pledged solely to the Series 2002 Bonds (collectively, the "Trust Estate"). See "SECURITY AND SOURCE OF PAYMENT FOR THE BONDS -Funds and Accounts."

THE BONDS ARE NOT GENERAL OBLIGATIONS OF THE CITY AND NEITHER THE FULL FAITH AND CREDIT NOR THE GENERAL TAXING POWER OF THE CITY, THE COUNTY OF COOK, THE STATE OF ILLINOIS OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE BONDS. THE BONDS DO NOT CONSTITUTE AN INDEBTEDNESS OF THE CITY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMIT. NO HOLDER OF ANY BOND SHALL HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY TAXING POWER OF THE CITY, THE COUNTY OF COOK, THE STATE OF ILLINOIS OR ANY POLITICAL SUBDIVISION THEREOF FOR PAYMENT OF THE PRINCIPAL AMOUNT OF, PREMIUM, IF ANY, OR INTEREST ON THE BONDS.

The Trust Estate is pledged to, and a security interest in the Trust Estate is granted to, the Trustee for the benefit of the

Owners of the Bonds, subject only to the provisions of the Trust Indenture permitting the application thereof for the purposes and on the terms and conditions set forth in the Trust Indenture. For the purpose of providing the funds required to pay the interest on the Bonds as it falls due and to pay and discharge the principal thereof at maturity, the Assessments have been imposed in amounts sufficient for that purpose. The City's Financial Advisor has verified that the Assessments as imposed will exceed debt service on the Bonds, however, there can be no assurance that the amount of the Assessments actually collected will be sufficient for such purpose. Pursuant to a Servicing Agreement dated as of December 1, 2002, as supplemented by the First Supplemental Servicing Agreement dated _____, 20____, (collectively, the "Servicing Agreement") among the City, The Bank of New York Mellon, as successor to BNY Assets Solution LLC (the "Servicer") and the Trustee, the Servicer is to administer the billing and collection of the Assessments. See "THE SERVICING AGREEMENT."

Funds and Accounts

Costs of Issuance Account. Amounts deposited into the Series 2021 Cost of Issuance Account shall be used solely for the purpose of paying costs incurred in connection with the issuance of the Bonds. Disbursement from the Costs of Issuance Account shall be made by the Trustee upon receipt of a Written Request from the City which shall set forth the amount required to be disbursed, the purpose for which the disbursement is to be made, that the disbursement is a proper expenditure from the Costs of Issuance Account, and payment instructions to the Trustee for the amount to be disbursed. At such time as the Trustee is furnished with a certificate of the City stating that all fees and expenses have been paid, the Trustee shall transfer all amounts remaining in the Series 2021 Costs of Issuance Account to the Debt Service Account.

Disposition of Assessment Receipts. Commencing with the Issue Date, as soon as practicable after the receipt by it or the Lockbox Bank of any Assessment Receipts, whether an Installment or a Prepayment with respect to a Lot or any other payment on account of the Assessment, the City shall transmit or cause to be transmitted the Assessment Receipts to the Trustee for deposit into the Assessment Fund with respect to an Installment and for deposit into the Prepayment Account with respect to a Prepayment as provided in the Indenture. Pursuant to the Servicing Agreement, the Servicer will direct all Assesseees to pay any

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Installments or Prepayments directly to the Lockbox Bank. Any proceeds received by the City or the Trustee from any tax sale or foreclosure of a Lot shall be deposited by the Trustee in the Assessment fund.

Disposition of Moneys in the Assessment Fund. On May 15th of each year, the Trustee shall transfer all amounts on deposit in the Assessment Fund to the Funds and Accounts as follows:

A. To the Making and Levying Fund, 5.00% of the amount of each Installment so collected since the immediately preceding November 15 and then on deposit in the Assessment Fund inclusive of the amount of interest collected on the costs of making and levying portion of the Installment then remaining within the Assessment Fund.

B. To the Debt Service Account of the Debt Service Fund, the amount required to be deposited therein so that the aggregate amount held in the Debt Service Account will equal the interest due on all Bonds Outstanding on the June 1 Interest Payment Date.

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On November 15th of each year, the Trustee shall transfer all amounts on deposit in the Assessment Fund to the Funds and Accounts as follows:

A. To the Making and Levying Fund, 5.00% of the amount of each Installment so collected since May 15 and then on deposit in the Assessment Fund inclusive of the amount of interest collected on the making and levying portion of the Installment then remaining within the Assessment Fund.

B. To the Debt Service Account of the Debt Service Fund, the amount required to be deposited therein so that the aggregate amount held in the Debt Service Account will equal the interest and Principal Installment due on all Outstanding

Bonds on the December I Interest Payment Date.

C. To the Debt Service Reserve Account of the Debt Service Fund, a sum sufficient such that the amount to the credit of such account will be equal to the Debt Service Reserve Requirement.

D. To the General Reserve Fund, all amounts remaining.

Making and Levying Fund; Deposits; Payment of Costs of Making and Levying. The Costs of Making and Levying shall be paid by the Trustee from time to time as they become due and payable from moneys in the Making and Levying Fund. The Trustee shall disburse moneys for Costs of Making and Levying upon a Written Certificate of the City stating (i) the name and address of the person, firm or corporation to whom payment is due (which may be the City for costs advanced), (ii) the amount to be paid, and (iii) the nature of the payment and that the cost is a proper Cost of Making and Levying.

The Trustee shall notify the City on or prior to _____ of each year of amounts on deposit in the Making and Levying Fund in excess of \$300,000 not otherwise required to pay Costs of Making and Levying and that it intends to transfer such amounts to the Annual Interest Credit Account of the Assessee's Credit Fund unless the City provides alternative directions. In the event the City does not direct the Trustee as to the use of such funds within 30 days of delivery of such notice, the Trustee shall transfer the amount of such excess to the Annual Interest Credit Account of the Assessee's Credit Fund.

Debt Service Fund- Debt Service Account. The Trustee shall pay out of the Debt Service Account (1) on or before each Interest Payment Date the amount required for the interest payable on such date; (2) on or before each Principal Installment due date, the amount required for the Principal Installment payable on such due date; and (3) on or before any redemption date for the Bonds, the amount required for the payment of interest on the Bonds then to be redeemed

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Amounts accumulated in the Debt Service Account with respect to any Sinking Fund Installment (together with amounts accumulated therein with respect to interest on the Bonds for which such Sinking Fund Installment was established) may and, if so directed by the City in writing, shall be applied by the Trustee, on or prior to the 60th day preceding the due date of such Sinking Fund Installment, to (1) the purchase of Bonds for which such Sinking Fund Installment was established, or (2) the redemption at the applicable sinking fund Redemption Price of such Bonds, if then redeemable by their terms. All purchases of any Bonds pursuant to this paragraph shall be made at prices not exceeding the applicable sinking fund Redemption Price of such Bonds, and such purchases shall be made by the Trustee as directed by the City. The applicable sinking fund Redemption Price (or principal amount of maturing bonds) of any Bonds so purchased or redeemed shall be deemed to constitute part of the Debt Service Account until such Sinking Fund Installment date, for the purpose of calculating the amount on deposit in such account. As soon as practicable after the 45th day preceding the due date of any such Sinking Fund Installment, the Trustee shall proceed to call for redemption, by giving notice as provided in the Trust Indenture, on such due date Bonds for which such Sinking Fund Installment was established (except in the case of Bonds maturing on a Sinking Fund Installment date) in such amount as shall be necessary to complete the retirement of the unsatisfied balance of such Sinking Fund Installment after making allowance for any Bonds purchased or redeemed which the City has directed the Trustee to apply as a credit against such Sinking Fund Installment as provided in the Trust Indenture. Such notice of redemption shall be given as provided in the Indenture. The Trustee shall pay out of the Debt Service Account on or before such redemption date (or maturity date), the amount required for the redemption of the Bonds so called for redemption (or for the payment of such Bonds then maturing). All expenses in connection with the purchase or redemption of Bonds shall be paid from the Making and Levying Fund. Any purchase of Bonds pursuant to this paragraph may be made with or without tenders of Bonds and at either public or private sale, in such manner as the City may determine.

Debt Service Fund- Debt Service Reserve Account. The Debt Service Reserve Requirement as of any particular date is the amount of moneys equal to ten percent (10%) of the original principal amount of the Bonds, less ten percent (10%) of the principal amount of Bonds redeemed by operation of the Prepayment Account of the Debt Service Fund. On the Issue Date there shall be deposited from Bond

proceeds an amount of \$ _____ * to the Debt Service Reserve Account. Such amount shall constitute

part of the Trust Estate.

If on any date on which the principal or sinking fund Redemption Price of or interest on the Bonds shall be due, the amount on deposit in the Debt Service Account in the Debt Service Fund shall be less than the amount required to pay such principal, Redemption Price or interest, then the Trustee, after first applying amounts from the General Reserve Fund as provided in the Trust Indenture and described below under the caption "General Reserve Fund," shall apply amounts from the Debt Service Reserve Account to the extent necessary to cure the deficiency.

Whenever Bonds are to be redeemed from amounts on deposit in the Prepayment Account of the Debt Service Fund, the Trustee shall calculate the maximum principal amount of Bonds that can be redeemed taking into account the reduction in the Debt Service Reserve Requirement that will result upon such redemption and assuming that any moneys in the Debt Service Reserve Account, exclusive of interest earnings, in excess of the Debt Service Reserve Requirement will be available, as of the redemption date, for the payment of the Redemption Price of the Bonds to be redeemed. In the event such calculation indicates that there will be an excess attributable solely to the Prepayment, such excess shall be transferred to the Prepayment Account in anticipation of the mandatory redemption of Bonds and applied to the redemption of Bonds in the same manner as the Prepayment.

Trchminao . subject to changL¹

Ivxcepl as otherwise provided in the preceding paragraph and except with respect to amounts transferred to the Annual Interest Credit Account of the Assessee's Credit Fund as described below, if the amount on deposit in the Debt Service Reserve Account shall exceed the Debt Service Reserve Requirement, such excess shall be transferred to the General Reserve Fund.

Whenever the amount in a Debt Service Reserve Account, together with the amount in the Debt Service Account and the General Reserve Fund (less any amount required to be paid to a Rebate Fund), is sufficient to pay in full all Outstanding Bonds in accordance with their terms (including the maximum amount of principal or applicable sinking fund Redemption Price and interest which could become payable thereon), the funds on deposit in the Debt Service Reserve Account and General Reserve Fund shall be transferred to the Debt Service Account. Prior to said transfer, all investments held in the Debt Service Reserve Account and the General Reserve Fund shall be liquidated to the extent necessary in order to provide for the timely payment of principal and interest (or Redemption Price) on Bonds. Any provision of the Trust Indenture to the contrary notwithstanding, so long as there shall be held in the Debt Service Fund an amount sufficient to pay in full all Outstanding Bonds in accordance with their terms (including the maximum amount of principal or applicable sinking fund Redemption Price and interest which could become payable thereon), no deposits shall be required to be made into the Debt Service Reserve Account.

Notwithstanding any other provision of the Trust Indenture, any income earned on moneys or investments in the Debt Service Reserve Account may be applied at the written direction of the City to pay rebate or transferred to the Rebate Fund.

Debt Service Fund - Prepayment Account. Amounts to the credit of the Prepayment Account shall be applied by the Trustee to the redemption of Bonds on the next available Interest Payment Date. To the fullest extent possible, all of the amounts in the Prepayment Account shall be applied to the payment of the Redemption Price of Bonds on each such Interest Payment Date, taking into account amounts available from the Debt Service Account to pay interest on such Bonds and amounts transferable from the Debt Service Reserve Account. The amount necessary from the Prepayment Account shall be transferred to the Debt Service Account on the applicable date of redemption and applied to the Redemption Price.

General Reserve Fund. If five days prior to any Interest Payment Date, the sum of the amount held in the Debt Service Account and available for disbursement on such Interest Payment Date, shall be less than the amount required to pay the interest and Principal Installments on Bonds to become due on such Interest Payment Date, then the Trustee shall withdraw from the General Reserve Fund and deposit into the Debt Service Account the amount necessary to cure such deficiency.

If at any time the amount held in the Debt Service Reserve Account shall be less than the Debt Service Reserve Requirement, then the Trustee shall withdraw from the General Reserve Fund and deposit into the Debt Service Reserve Account the

amount necessary to cure such deficiency.

At the direction of the City expressed in a Written Certificate of the City, the Trustee shall withdraw from the General Reserve Fund and pay to the Series 2021 Rebate Fund (and any other Rebate Fund established with respect to a Series of Refunding Bonds) the estimated amount needed to provide for the payment of any amounts to become due to the United States of America pursuant to Section 148(f) of the Code with respect to the Bonds in the current or the next ensuing Bond Year.

After provision has been made for any payments or transfers pursuant to the preceding paragraphs of this Section, and provided amounts on deposit in the General Reserve Fund exceed the General Reserve Fund Requirement, then the Trustee shall notify the City of the excess amounts on

18

deposit in the General Reserve Fund in excess of the General Reserve Fund Requirement and that it intends to transfer such amounts to the Annual Interest Credit Account of the Assessee's Credit Fund and unless the City provides alternative directions. In the event the City does not direct the Trustee as to the use of such funds within 30 days of delivery of such notice, the Trustee shall transfer the amount in excess of the General Reserve Fund Requirement to the Annual Interest Credit Account of the Assessee's Credit Fund without any further direction.

The General Reserve Fund Requirement is an amount equal to \$500,000.

The Trustee shall provide to the City and the Underwriter monthly statements itemizing all moneys received by it and all payments made by it under the Trust Indenture during the preceding month. The reports, statements and other documents required to be furnished to or by the Trustee pursuant to any provisions of the Trust Indenture or the Continuing Information Agreement shall be available to each Beneficial Owner who shall file a written request therefor with the Trustee. See, APPENDIX A - TRUST INDENTURE.

Covenants of the City

The City covenants and agrees with the Bondholders as follows:

The City shall duly and punctually pay or cause to be paid, but solely from the Trust Estate and not otherwise, the principal or Redemption Price of every Bond and the interest thereon, at the date, and places and in the manner mentioned in the Bonds, according to the true intent and meaning thereof.

The City shall not directly or indirectly extend or assent to the extension of the mandatory redemption or maturity of any of the Bonds or interest except as provided in the Trust Indenture with respect to Supplemental Indentures. Nothing in the Trust Indenture shall be deemed to limit the right of the City to issue Refunding Bonds and such issuance shall not be deemed to constitute an extension of maturity of Bonds.

At any and all times the City shall, as far as it may be authorized by law, comply with any reasonable request of the Trustee to pass, make, do, execute, acknowledge and deliver, all and every such further Supplemental Indentures, ordinances, resolutions, acts, deeds, conveyances, assignments, transfers and assurances as may be necessary or desirable for the better assuring, conveying, granting, pledging, assigning and confirming all and singular the rights, Assessments and other moneys, securities and funds pledged by the Trust Indenture or assigned, or intended so to be, or which the City may become bound to pledge or assign.

The City is duly authorized under the Authorizing Acts and all applicable laws to issue the Bonds and to adopt the Trust Indenture and to pledge the Trust Estate in the manner and to the extent provided in the Trust Indenture. Except to the extent otherwise provided in the Trust Indenture, the Trust Estate is and will be free and clear of any pledge, lien, charge or encumbrance thereon or with respect thereto prior to, or of equal rank with, the respective pledges and assignments created by the Trust Indenture and all corporate or other action on the part of the City to that end has been and will be duly and validly taken. The City shall at all

times, to the extent permitted by law, defend, preserve and protect the pledge of the Trust Estate and all the rights of the Bondowners under the Trust Indenture against all claims and demands of all persons whomsoever.

The City has good right and lawful power to construct, or cause to be constructed, the Bond Financed Public Improvements Project and to make the Assessment.

! 9

Other than as provided herein under "THE BONDS - Additional Bonds," the City shall not issue any bonds, notes, debentures, or other evidences of indebtedness of similar nature, other than the Bonds, payable out of or secured by a pledge or assignment of the Trust Estate, other moneys, securities or funds held or set aside by the City or by the Trustee under the Trust Indenture and shall not create or cause to be created any lien or charge on the Trust Estate, or such moneys, securities or funds; provided, however, that nothing contained in the Trust Indenture shall prevent the City from issuing, if and to the extent permitted by law evidences of indebtedness (i) payable out of moneys in the Improvement Fund as part of the Costs of the Bond Financed Public Improvements Project, or (ii) payable out of, or secured by a pledge or assignment of, the Assessment to be received on and after such date as the pledge of the Assessment provided in the Trust Indenture shall be discharged and satisfied as provided in the Trust Indenture.

The City shall diligently enforce the Special Assessment Lien, including, without limitation, by providing to the County the information required by the County to commence and maintain a tax sale of the Lot or parcel on which the delinquent Assessment lies. In the event the tax lien is forfeited at any such tax sale, and the aggregate amount of delinquent Assessment exceeds \$25,000, at the written request of the Trustee, the City shall enforce or cause to be enforced the delinquent Assessment by the commencement and maintenance of an action to foreclose the lien of such delinquent Assessment in the manner provided by law. The costs of any such foreclosure action shall be paid from the Making and Levying Fund, or, in the event there are insufficient amounts on deposit in the Making and Levying Fund, from proceeds realized upon the disposition of the Lot(s) on which there was the foreclosed lien, if any.

The City shall do and perform or cause to be done and performed all acts and things required to be done or performed by or on behalf of the City under the provisions of the Authorizing Acts and the Trust Indenture.

The City will not take any action or omit to take any action which is lawful and within its power to take, and which, if taken or omitted, would cause interest on any Bond to become subject to Federal income taxes in addition to Federal income taxes to which interest on such Bond is subject on the date of original issuance thereof.

The City will not permit any of the proceeds of the Bonds, or any facilities financed with such proceeds, to be used in any manner that would cause any Bond to constitute a "private activity bond" within the meaning of Section 141 of the Internal Revenue Code of 1986 (the "Code").

The City will not permit any of the proceeds of the Bonds or other moneys to be invested in any manner that would cause any Bond to constitute an "arbitrage bond" within the meaning of Section 148 of the Code or a "hedge bond" within the meaning of Section 149(g) of the Code.

The City will comply with the provisions of Section 148(f) of the Code relating to the rebate of certain investment earnings at periodic intervals to the United States of America.

Pursuant to the Trust Indenture, the City has agreed to keep or cause to be kept proper books of record and account (separate from all other records and accounts) in which complete and correct entries shall be made of its transactions relating to the Assessment and each Fund and Account established under the Trust Indenture, and which, shall, upon reasonable advance notice and during regular business hours, be subject to the inspection of the Trustee or the Owners of an aggregate of not less than 10% in principal amount of the Bonds then Outstanding or their representatives duly authorized in writing. The City shall: (i) annually, within 210 days after the close of each Fiscal Year, file with the Trustee a copy of the City's annual report for such Fiscal Year; (ii) file with the Trustee

- (1) forthwith upon becoming aware of any Event of Default, a Written Certificate of the City specifying such Event of Default; and
(2) within 210 days after the end of each Fiscal Year, a Written Certificate of the City stating that, to the best of knowledge

20

and belief of the Authorized Officer executing such Written Certificate, the City has materially kept, observed, performed and fulfilled each and every one of its material covenants and obligations contained in the Trust Indenture and there does not exist at the date of such certificate any material default by the City under the Trust Indenture or, if any material default or Event of Default shall so exist, specifying the same and the nature and status thereof; (iii) any report, notice or communication given by the Developer pursuant to the Development Agreement; (iv) on or before May 1 and December 1 of each year, cause the Servicer to submit to the Trustee a list of all delinquent Assessments; and (v) on or before May 1 of each year, cause the Servicer to submit to the Trustee a report setting forth the number of Assesseees and the assessed value of all property subject to the Assessment.

Investments

Unless further limited by the provisions of a Supplemental Indenture, moneys held in the Funds and Accounts established under the Trust Indenture may be invested and reinvested in Investment Securities which mature not later than such times as shall be necessary to provide moneys when needed for payments to be made from such Funds and Accounts. The Trustee shall make all such investments of moneys held by it in accordance with Written Requests of the City filed with it. In making any investment in any Investment Securities with moneys in any Fund or Account established under the Trust Indenture, the City may instruct the Trustee to combine such moneys with moneys in any other Fund or Account, but solely for purposes of making such investment in such Investment Securities. See APPENDIX A - Trust Indenture for the definition of "Investment Securities."

Enforcement of Special Assessment Liens - Cook County

Where the payment of the special assessment tax is delinquent, the City may enforce the collection of the lien through any of the available remedies under Article 9 of the Illinois Municipal Code. Pursuant to Article 9 of the Illinois Municipal Code, the following remedies may be used by the City to enforce the non-payment of the special assessment tax:

- i) The delinquent special assessment tax may be included in the Cook County Collector's Annual Tax Sale;
- ii) The City may institute an action to foreclose the lien; or
- iii) The City may sell or assign the special assessment lien to a third party, subject to court approval.

Each of the above enforcement remedies is discussed more fully below.

Enforcement Through the County Collector's Annual Tax Sale. In counties, such as Cook, where the population is more than 1,000,000, the tax sale process begins with the City submitting to the County Collector a report setting forth all properties on which it has been unable to collect either special and/or special assessment taxes. The City's report shall be submitted to the County Collector on or before the first day of August in each year.

Once the County Collector receives the City's delinquency list, the County Collector shall proceed to obtain judgment against those properties for which special assessments and/or special taxes remain due and unpaid. The County Collector's application for judgment against lands for unpaid special taxes and/or special assessments shall be made concurrently with the County Collector's annual application for judgment and order of sale. It is from this point forward that delinquent special taxes and special assessments are treated no differently than unpaid general taxes under the Property Tax Code. The link

between the sale of unpaid special assessments and unpaid general taxes is addressed in Section 9-2-97 of the Illinois Municipal Code, which states that the provisions of the Property Tax Code shall apply to all proceedings to collect special assessments and special taxes under the Code.

After the proper notice has been given, the County Collector can then apply for judgment upon those special assessments or special taxes that remain due and unpaid for the year in question. Upon entry of the judgment, and provided the delinquent taxes are not subsequently paid by the taxpayer, the County Collector conducts an annual tax sale. Successful purchasers at the tax sale pay the amount of the delinquent special assessment taxes, together with interest, penalties and costs for the least penalty percentage. Upon full payment of this amount, plus the payment of any prior outstanding taxes on the Lot(s) in question, the tax purchaser receives a certificate of purchase. At such time, the lien for all delinquent taxes is shifted from the County to the tax purchaser. The certificate of purchase represents a lien, which may, in the absence of the delinquent taxpayer's exercise of its right of redemption, entitle the holder to obtain a tax deed and legal title to the parcel of real estate. Although redemption periods vary with the type of property involved and the procedure by which the certificate of purchase is obtained, in most cases the redemption period is two years from the date of the tax sale for commercial and industrial properties and two and one-half years from the date of the tax sale for residential (seven or less dwelling units).

If the lien for special assessment taxes is not sold at the annual tax sale, the Property Tax Code requires the tax lien to be forfeited to the State of Illinois. Although the Property Tax Code refers to the lien being forfeited to the State, the City's interest in the lien remains unchanged and the forfeiture may be redeemed by paying the amount due on the delinquent special assessment, together with the interest, costs and penalties fixed by law to the City's Treasurer/Collector. There is no time limit within which the forfeiture must be redeemed. If the forfeiture remains unpaid, however, it may trigger some other tax enforcement procedures under the Property Tax Code, such as tax forfeiture sales, scavenger sales and foreclosure sales. Under these other enforcement procedures, purchasers receive certificates of purchase and generally acquire the same rights as any other certificate of purchase holders, subject to different penalty interest schedules and, in certain circumstances, a shorter redemption period.

Foreclosure Action. Pursuant to Section 9-2-65 of the Illinois Municipal Code, the City is authorized to institute an action to foreclose the special assessment lien. Where a foreclosure action has been filed, the real property, which is subject to the special assessment lien, may be sold at a judicial foreclosure sale. Any action to foreclose the special assessment lien shall proceed in the same manner as foreclosures of delinquent general taxes under the Property Tax Code.

In an action to foreclose the special assessment lien, the court, upon making a finding that there has been a default in the payment of the special assessment, will authorize the lien to be sold at a public foreclosure sale. Where the lien has been sold, the successful bidder will be given a certificate of sale, which, if the lien is not redeemed prior to the expiration of the period of redemption, may be converted into a deed to the Lot(s) in question. The Illinois Constitution prescribes certain minimum redemption periods for the redemption of delinquent property taxes, including special assessments. While these minimum redemption periods may not be shortened, the Illinois General Assembly has provided for longer periods of redemption for certain types of properties. For instance, for residential property with less than seven dwelling units, the Illinois Constitution provides for a minimum redemption period of two years from the date of the sale. Whereas, under the Property Tax Code, the legislature has extended the minimum redemption period for such residential properties to two and one-half years. Reference should be made to both the Illinois Constitution and the Property Tax Code for determining the applicable period of redemption for a particular property.

The lien for a special assessment is of equal force and validity to a lien for general real estate taxes so long as the judgment for special assessment is recorded in the office of the county recorder within 60 days from the date the assessment roll is confirmed.' Therefore, when general real estate taxes and special assessments are sold together at a

foreclosure sale and the amount of the sale is insufficient to satisfy each of the liens in full, the proceeds from the sale will be divided between the two types of taxes on a pro rata basis.

Such foreclosure actions, as described above, are not mandatory under the Property Tax Code. However, in the Trust Indenture the City has covenanted with the holders of the Bonds to diligently enforce the special assessment liens to the extent therein provided, for a description of this covenant, as well as other events of default and remedies under the Trust Indenture, see the information under the caption "SECURITY AND SOURCE OF PAYMENT FOR THE BONDS - Covenants of the City" and APPENDIX A - Trust Indenture. Furthermore, as trustee for the holders of the special assessment bonds, the bondholders may compel the City to perform its duty and use all lawful means, including foreclosure, to collect the assessments out of which the bondholders are to be paid.

Moreover, no assurances can be given that a judicial foreclosure action, once commenced, will be completed or that it will be completed in a timely manner. See "RISK FACTORS - Potential Delay and Limitations in Foreclosure Proceedings" below. The ability of the City to foreclose the lien of delinquent special assessments might be limited in certain instances (i.e., consent may be required prior to foreclosure where the property is being held by the Federal Deposit Insurance Corporation, as receiver). See "RISK FACTORS - Bankruptcy" and "Assessment Delinquencies." Nor can any assurances be given that the real property subject to sale or foreclosure and sale will be sold or, if sold, that the proceeds will be sufficient to pay any delinquent installment. There is no requirement under the Property Tax Code that the City purchase or otherwise acquire any lot or parcel of property offered for sale or subject to foreclosure if there is no other purchaser at such sale.

Sale and Assignment of Special Assessment Lien. As an alternative enforcement method to the City initiating a foreclosure action, Article 9 of the Illinois Municipal Code authorizes the City to sell and assign the enforcement of the special assessment lien to a third party. In order for the City to sell and assign the special assessment lien, the City must first file a petition in the Court seeking authorization for the assignment, together with proper notification to the owners of the properties affected and owners and holders of the special assessment bonds and vouchers.

If, after hearing the petition, the court authorizes the City to sell and assign the special assessment lien, the City may, upon proper notice, sell the liens at a public sale. Upon the confirmation of the sale by the court, the purchaser of the lien will receive from the City a certificate of sale and assignment of the lien.

Notwithstanding the sale and assignment of the lien to a third party, the special assessment lien may still be redeemed by payment of the lien amount, plus costs and penalties, to the County Clerk at any time prior to the entry of a foreclosure judgment.

Similar to the authority granted to the City, the assignee of the special assessment lien may file a complaint to foreclose the lien. However, the assignee's filing of the foreclosure action must occur within 5 years from the date of the sale and assignment of the special assessment lien. If no action is commenced within 5 years from the assignment date, the lien and all rights of action to enforce the same shall expire and cease to exist.

'Where the judgment is recorded beyond the 60 days, the lien for special assessment is not valid <file:///valid> against the property

THE SERVICING AGREEMENT

Servicing Agreement

Pursuant to the Servicing Agreement, the Servicer shall keep the books and records of account with respect to the Roll and the collection of the Assessments, and shall provide information with respect thereto to the City and the Trustee upon written request within a reasonable amount of time. In furtherance of such undertaking, the Servicer agrees to do the following:

A. bill the owner of each Lot, with a copy to each record lien holder who has requested in writing a copy of such tax bill and has paid the reasonable charges of the Servicer for providing such copy, the Assessment applicable to such Lot in accordance with the Special Assessment Law and the Servicing Agreement;

B. instruct the owner of each Lot to remit to the Lockbox Bank all amounts billed by the Due Dates (March 1 and September 1);

C. mail a notice to the owner of each Lot for any Delinquent Assessment within 15 days of it becoming a Delinquent Assessment and a second notice 30 days thereafter if not paid (as defined in the Servicing Agreement). Such notice shall inform the Lot owner that the Lot will be subject to a tax sale if the delinquency is not cured;

D. obtain to the extent possible from the Cook County Recorder of Deeds a list of record lien holders, and notify such holders who have requested in writing a copy of any Lot Assessment bill and who have paid the reasonable charges of the Servicer for providing notices of any delinquencies and the need for them to cure Delinquent Assessments to protect their interests in the Lots;

E. submit a list of all Delinquent Assessments to the trustee on or before May 1 and December 1 of each year;

F. submit a report on or before December 15 of each year to the Trustee and the City Department of Revenue setting forth the number of Assesseees and the assessed value of all Lots, and detailing the PIN, address and amount for each Delinquent Assessment, any payments received, the payment date and any amounts still delinquent, all in a format reasonably acceptable to the City and the County of Cook;

G. promptly calculate the proper amount of Prepayment for each Lot in accordance with the Indenture and submit information with respect to such calculation to the Trustee pursuant to the Indenture; and

II. undertake such actions and execute such documents as are necessary to release or partially release the Special Assessment Lien with respect to each Lot when the amount of any Prepayment has been paid in full. Servicer shall prepare payoff statement and advise the City, City shall prepare and execute the Release of Lien, and the Owner shall record Release of Lien.

I. Upon the written request of the City, the Servicer shall promptly provide to the City a copy of any notice or report provided by the Servicer pursuant to the terms of the Servicing Agreement.

The Servicer shall mail Assessment bills to owners of Lots no later than February 1 and August 1 of each year with a copy to each record lien holder who has requested in writing a copy be delivered to it and has paid the reasonable charges of the Servicer for providing such copy. Each bill shall delineate the

portion thereof attributable to principal and interest, respectively, on the Assessment and delineate the pro rata credit available in the Assesseees' Credit Fund.

No later than 15 days after the end of each month, the Servicer shall deliver the Monthly Servicer's Report to the City and the Trustee. The Monthly Servicer's Report shall set forth the name, address, PIN, amounts billed and amounts collected for each Lot for the current calendar year. See APPENDIX B -Servicing Agreement.

Servicer

The Bank of New York Mellon's Commercial Loan Servicing operation, located in Dallas, Texas, sits within the

bank's Issuer Servicer Division. The group provides administration and operational support to the commercial mortgage loan and asset backed lending markets for services encumbering the full loan life cycle, from origination through securitization. The operation services various commercial asset classes including CMBS, tax receivables, franchise and business loans.

THE CITY

The City was incorporated in 1837. The City is a municipal corporation and home rule unit of local government under the Illinois Constitution of 1970 and as such, "may exercise any power and perform any function pertaining to its government and affairs including, but not limited to, the power to regulate for the protection of the public health, safety, morals and welfare; to license; to tax; and to incur debt" except that it can "impose taxes upon or measured by incomes or earnings or upon occupation" only if authorized by statute.

The General Assembly of the State of Illinois (the "State") may, by a three-fifths vote of each house, limit the ability of a home rule municipality to levy taxes. The General Assembly may similarly limit the debt that the City may incur, except that the General Assembly does not have the power to limit the debt payable from property taxes to less than three percent of the assessed valuation of the taxable property in the City. To date, the General Assembly has not imposed limits on the City's ability to levy taxes under its home rule powers or to incur debt payable from real property taxes.

THE SPECIAL ASSESSMENT PROCEEDINGS

The Authorizing Acts

The Illinois Constitution permits home rule units to make local improvements by special assessment. Pursuant to Division 2 of Article 9 of the Illinois Municipal Code, 65 ILCS 5/9, as modified and supplemented by Section 075, Title 2 of Chapter 102 of the Municipal Code of Chicago, the Special Assessment Supplemental Bond and Procedures Act, 50 ILCS 460 and the Local Government Debt Reform Act, 30 ILCS 350 (collectively, the "Authorizing Acts"), procedures are established for the making of such local improvements by the imposition of special assessments, including the conduct of proceedings by a board of local improvement.

Special Assessments

Pursuant to the Authorizing Acts, the Mayor and City Council of the City adopted an ordinance on June 19, 2002, providing for the Assessment (the "Special Assessment Ordinance"). Pursuant to the Special Assessment Ordinance and the Supplemental Ordinance, the City determined to construct the Bond Financed Public Improvements Project and to issue the Prior Bonds to finance the Bond Financed Public Improvements Project, and approved certain pre-final plans and an estimate of cost for the Bond

5

Financed Public Improvements Project. On November 12, 2002 the Court confirmed the Assessment Roll and Report and a judgment of confirmation was entered. An appeal from the final judgment and confirmation order may be taken in the manner provided in other civil cases, by the municipality or by any of the owners or parties interested in land taken, damaged or assessed therein, at any time on or prior to the date which is 30 days from the entry of the final judgment or order. The appeal period for the Assessment expired on December 12, 2002. See "SPECIAL ASSESSMENT LEVY AND COLLECTIONS."

On August 15, 2008 the Court issued its Order Confirming the "Certificate of Final Cost and Completion" finding the total amount assessed, as adjusted for the making of the Bond Financed Public Improvements to be \$67,415,731 of which there was an abatement of \$1,198,876 which constituted 34.46% of the final installment due September 1, 2032, effective September 1, 2008. See "LAKESHORE EAST PROJECT-Summary of Bond Financed Public Improvements".

RISK FACTORS

Investment in the Bonds involves risks which may not be appropriate for certain investors. The following is a discussion of certain risk factors which should be considered, in addition to other matters set forth in this Limited Offering Memorandum, in evaluating the Bonds which are not rated by a recognized rating agency. This discussion does not purport to be comprehensive or definitive. The occurrence of one or more of the events discussed herein could adversely affect the ability or willingness of property owners of the Lots on the Lakeshore East Project Site to pay their Assessments when due. Such failures to pay Assessments could result in the inability of the City to make full and punctual payments of debt service on the Bonds. In addition, the occurrence of one or more of the events discussed herein could adversely affect the value of the property on the Lakeshore East Project Site.

Limited Source of Funds

The Bonds, together with the interest thereon, are limited obligations of the City, payable solely from the Assessments and the amounts on deposit in the various funds and accounts established and maintained under the Trust Indenture, all as more fully set forth therein. The Bonds are not general obligations of the City and do not constitute an indebtedness or a loan against the general taxing powers or credit of the City within the meaning of any constitutional or statutory provision or limitation. No holder of the Bonds shall have the right to compel the exercise of any taxing power of the City for payment of principal thereof or interest or premium, if any, thereon. See "SECURITY AND SOURCE OF PAYMENT FOR THE BONDS - General" herein.

Overlapping Indebtedness

The Assessments and any penalties assessed for failure to pay the Assessments will constitute a lien against the parcels of land on which they will be levied until such assessments are paid. Such lien will be on a parity with all special taxes and special assessments which may be levied by other agencies and the lien for general ad valorem real property taxes regardless of when they are imposed upon the same property. The City, however, has no control over the ability of other taxing bodies to issue indebtedness secured by taxes on the property within the Lakeshore East Project Site.

The ability of an owner of land within the Lakeshore East Project Site to pay the Assessments could be adversely affected if additional debt is issued or additional taxes or assessments are levied which are payable by the owners of land within the Lakeshore East Project Site. The imposition of additional liens, whether public or private, may reduce the ability or willingness of the landowners to pay the Assessments.

26

Unimproved Lots

Unimproved Lots provide less security to the Bondowners should it be necessary for the City to foreclose on such unimproved Lots due to the nonpayment of the Assessments. The timely payment of the Bonds may be impacted by the willingness and ability of the owners of the unimproved Lots in the Lakeshore East Project Site to pay the Assessments levied thereon.

Assessment Delinquencies

In order to pay debt service on the Bonds, it is necessary that the Assessments be paid in a timely manner. See "RISK FACTORS - Potential Delay and Limitations in Foreclosure Proceedings" and "- Bankruptcy" for a discussion of limitations on the City's ability to foreclose the lien of delinquent unpaid Assessments in certain circumstances.

Potential Delay and Limitations in Foreclosure Proceedings

The ability of the City to foreclose the lien of a delinquent unpaid Assessment may be limited by bankruptcy,

insolvency and other laws generally affecting creditors' rights or by the laws of the State relating to judicial foreclosure. See "RISK FACTORS - Bankruptcy." In addition, the prosecution of a foreclosure could be delayed due to many reasons, including crowded local court calendars or lengthy procedural delays.

The ability of the City to foreclose the lien of a delinquent unpaid Assessment may be limited with regard to properties in which the Federal Deposit Insurance Corporation ("FDIC") or any successor to the FDIC may acquire an interest. The FDIC currently does not have an interest in the land within the Lakeshore East Project Site. However, if a lender takes a security interest in property in the Lakeshore East Project Site and becomes insolvent, such a lender could fall under the jurisdiction of the FDIC. The FDIC could assert Federal preemptive power to challenge any prior taxes, special taxes and assessments where it is in their interest to do so, including the requirement that local agencies obtain the consent of the FDIC in order to foreclose the lien of delinquent Assessments.

If the City is required to obtain the consent of the FDIC to foreclose on property located in the Lakeshore East Project Site, such consent could be denied and the City might be unable to pursue foreclosure proceedings. Additionally, obtaining such consent could delay the foreclosure proceedings. Any delay in foreclosure proceedings or the inability of the City to foreclose on property in the Lakeshore East Project Site in which the FDIC has an interest could result in a delay or default in payment of the Bonds.

In addition, potential investors should be aware that judicial foreclosure proceedings are not summary remedies and can be subject to significant procedural and other delays caused by crowded court calendars and other factors beyond the control of the City. In addition, the Illinois Constitution prescribes certain minimum redemption periods, which may be as long as three years, in the event of foreclosure. See "SECURITY AND SOURCE OF PAYMENT FOR THE BONDS - Enforcement of Special Assessment Liens - Cook County." It should be assumed that, under current conditions, it is estimated that a judicial foreclosure of the lien of the Assessments could take several years from initiation of litigation to the lien foreclosure sale.

Delays and uncertainties in the Assessment lien foreclosure process create significant risks for Bondholders. High rates of Assessment payment delinquencies which continue during the pendency of protracted Assessment lien foreclosure proceedings, could result in the rapid, total depletion of the Debt Service Reserve Account prior to replenishment from the tax sale process or the resale of lots in the

Lake-shore East Project Site upon foreclosure. In that event, there could be a default in payments of the principal of, and interest on, the Bonds.

Condemnation

There may be an occasion where property within the Lakeshore East Project Site is acquired by a unit of government through condemnation. When this occurs, the unit of government that acquired the property may seek to have the property declared exempt from taxation under the general exemption provisions of the Illinois Property Tax Code. A declaration that a property is exempt from taxation under these provisions does not, however, extend to special assessments. Notwithstanding the inapplicability of general exemption laws to special assessments, special assessments have been declared invalid where the property to be assessed is either owned by the State of Illinois or the United States Government.

In addition, there is no assurance that future legislation will not be considered or enacted which will extend these general exemption provisions to special assessments or that judicial interpretation of existing Illinois law relating to the inapplicability of the general exemption provisions may be reconsidered or modified as to materially adversely affect the ability to collect the Assessment from such properties owned by units of local government.

Bankruptcy

The various legal opinions to be delivered concurrently with the delivery of the Bonds (including Co-Bond Counsel's approving legal opinion) will be qualified, as to the enforceability of the various legal instruments, by moratorium, bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors generally.

Although a bankruptcy proceeding would not cause the Assessments to become extinguished, the amount and priority of any Assessment Lien could be modified if the value of the Lakeshore East Project Site falls below the value of the lien. If the value of the Lakeshore East Project Site is less than the lien, such excess amount could be treated as an unsecured claim by a bankruptcy court having jurisdiction. In addition, bankruptcy of a property owner could result in a delay in commencement and completion of foreclosure proceedings. Such delay would increase the likelihood of a delay or default in payment of the principal of, and interest on, the Bonds and the possibility of delinquent Assessment installments not being paid in full.

Limited Secondary Market

There can be no guarantee that there will be a secondary market for the Bonds or, if a secondary market exists, that such Bonds can be sold for any particular price. Except as set forth in the Trust Indenture, the City has not committed to provide any financial or operating information on a going forward basis. See APPENDIX A - Trust Indenture. Occasionally, because of general market conditions, lack of current information, the absence of a credit rating for the Bonds or because of adverse history or economic prospects connected with a particular issue, secondary marketing practices in connection with a particular issue are suspended or terminated. In addition, prices of issues for which a market is being made will depend on then prevailing circumstances. Such prices could be substantially different from the original purchase price.

Loss of Tax Exemption

Interest on the Bonds could become includable in gross income for federal income tax purposes retroactive to the date of issuance of the Bonds as a result of a failure of the City to comply with certain

28

provisions of the Code. Should such an event of taxability occur, the Bonds are not subject to early redemption and will remain outstanding to maturity or until redeemed under mandatory redemption provisions of the Trust Indenture.

Risk of Legislative and Judicial Changes

future legislation, regulations, governmental or judicial interpretation of regulations or legislation or practices and procedures related to property tax assessment, levy, collections or distribution could have a material effect on the availability of the Assessments. There is no assurance that legislation will not be considered or enacted in the future, and unless provision is made in such legislation for special assessments generally in Illinois, the generation of the Assessments could be materially adversely affected.

Information Not Verified

Certain information concerning the Lakeshore East Project and the Lakeshore East Project Site and the Assessment has been obtained by the Developer and the Servicer as specified herein. Much of that information involves predictions of future events or information of which the City does not have direct knowledge and therefore by its nature, is not subject to verification by the City.

Failure to Complete Development of the Lakeshore East Project

Completion of the construction and development of the Lakeshore East Project is subject to economic considerations affecting the owners of the Parcels and Lots, including interest rates and the general economic climate of the City and the Chicago

Metropolitan Area. The failure to complete the Lakeshore East Project, including substantial delays in the completion of the Lakeshore East Project due to the economy, litigation, the inability to obtain required funding or other causes may reduce the value of the property within the Lakeshore East Project. Bondowners should assume that any event that significantly impinges on the ability to complete development of the Lakeshore East Project would cause the property values for undeveloped Parcels and Lots within the Lakeshore East Project Site to decrease substantially and could affect the willingness and ability of the owners of undeveloped Parcels and Lots within the Lakeshore East Project to pay the Assessments when due.

Local, State and Federal Land Use Regulations

There can be no assurance that land development operations within the Lakeshore East Project Site will not be adversely affected by future government policies, including, but not limited to, governmental policies which directly or indirectly restrict or control development. The Development Agreement cannot limit the application of City, State or Federal laws and regulations which have preemptive effect on local land use regulations. During the past several years, City, state and Federal regulatory agencies have significantly expanded their involvement in local land use matters through increased regulatory enforcement of various environmental laws, including the Endangered Species Act, the Clean Water Act and the Clear Air Act, among others. Such regulations can substantially impair the rate and amount of development without requiring just compensation unless the effect of the regulation is to deny all economic use of the affected property. Bondowners should assume that any event that significantly impairs the ability to develop land in the Lakeshore East Project Site could cause the land values within the Lakeshore East Project Site to decrease substantially and could affect the willingness and ability of the owners of land to pay the Assessments when due or to proceed with development of land in the Lakeshore East Project Site. See "RISK FACTORS - Failure to Complete Development of the Lakeshore East Project"

29

Competition

The immediate vicinity and the City of Chicago area in general are subject to numerous pending and proposed projects which are similar to the uses for which the Lakeshore East Project is being marketed. This competition could have an adverse impact on the future value of the Lakeshore East Project Site as well as on the rate at which the Lots within the Lakeshore East Project Site are sold and developed. In addition, competing projects may not be subject to the additional tax burden of a special assessment, which could also affect absorption.

Concentration of Ownership of Parcels and Lots Undeveloped or Under Construction

Certain Lots and Parcels within the Lakeshore East Project Site that are undeveloped or under construction are currently owned by either the Original Developer Entities or joint ventures affiliated to either the Original Developer Entities, certain other joint ventures or certain entities. See, LAKESHORE EAST PROJECT - Parcel Construction and Ownership. There are expected to be subsequent transfers of ownership of the Lots and Parcels to purchasers of condominiums or apartment owners within the Lakeshore East Project. In addition, current owners may sell the Lots or Parcels to third party developers. However, an increase in interest rates or other factors may result in lower sales of the Parcels and Lots unless and until any such transfers and takedowns occur, the timely payment of the Bonds depends on the willingness and the ability of the current owners to pay when due the Special Assessments related to the Parcels and Lots of the Lakeshore East Project within the SAA they own.

Reliance on the City Condominium and Rental Market

The success of the Lakeshore East Project will be primarily driven by the absorption of its condominium units and the rental of apartment units. While secondary uses are allowed for hotel rooms and office towers, there will be a reliance upon the health of the condominium and rental market for the success of the Lakeshore East Project. High rise construction costs and the ability of the market to absorb these costs in terms of acceptable condominium prices and apartment rents will also be factors affecting the Lakeshore East Project Site. A slow condominium or rental market will delay the sales of the Parcels or Lots keeping a

high concentration of ownership with the Original Developer Entities or joint ventures affiliated to either the Original Developer Entities or joint ventures and extending the term of the Lakeshore East Project.

Environmental

The findings, testing, cost, remediation and approvals/certifications process with respect to the USEPA and the Illinois EPA, involved in the development of the Lakeshore East Project as described herein is such that there can be no assurance that this process will not affect the timing of the completion of the Lakeshore East Project completely stop the completion of the Lakeshore East Project or negatively affect the sale of Parcels, Lots or units in the Lakeshore East Project Site. See "LAKESHORE EAST PROJECT - Environmental Update on Lakeshore East Project Site."

Disclosures Regarding Covid-19

The COVID-19 pandemic has severely impacted and continues to impact world, national and local commerce, financial markets and job markets including those of the City, and may continue to have an impact for some time. It is possible that the continued duration of the COVID-19 pandemic and the attendant increase in volatility in the financial markets combined with an increase in local unemployment may have a negative financial impact on the current owners and developers of the Parcels and Lots within the Lakeshore East Project Site which would adversely affect the ability or willingness of Lakeshore East.

30

Site parcel owners to pay their Assessments. As a result, future collections of property taxes and Assessments, such as the Assessments for the Lakeshore East Project Lots may be reduced. It is not possible for the City to predict whether or to what extent COVID-19 or any other pandemic, epidemic or other health-related conditions will affect the future collection of the Assessments.

The City does not know and cannot predict whether and to what extent any COVID -19 related restrictions imposed by the Governor of the State of Illinois and the Mayor of the City of Chicago may adversely affect a developer's ability to complete the Lakeshore East Project, in addition, the City or the developers may be required to comply with any applicable directions or orders of federal and State authorities pursuant to future federal, State or local legislation or regulations which may result in limiting, suspending or otherwise materially affecting completion of the construction and development of the Lakeshore East Project. Neither the City nor the developers can predict if any such limitation or suspension to construction or development of the Lakeshore East Project may be instituted and, if instituted, the scope or duration of any such limitation or suspension. There is no assurance that future federal, State or local legislation or regulations will not be considered or enacted which will materially adversely affect the ability to complete the Lakeshore East Project.

Beyond the information provided in this section, the full impact of the COVID-19 pandemic on the economy of the City and its residents (including the owners of the Parcels and Lots within the Lakeshore East Project Site), the collection of Assessments, or on the completion of the Lakeshore East Project, is unknown at this time.

Due to the evolving nature of the COVID-19 outbreak and the federal, State and local responses, the long-term impacts of the COVID-19 crisis are unknown. The City cannot predict the scope or duration of the COVID-19 pandemic and/or the extent to which the COVID-19 pandemic may disrupt the local, State, national or global economy, or whether and to what degree any such disruption may adversely impact the collection of Assessments.

The information in this section is current as of the date of this Limited Offering Memorandum. Because of the evolving nature of the circumstances relating to the COVID-19 pandemic described herein, it is very likely those circumstances will quickly continue to change. Prospective investors should assume that the restrictions and limitations related to the COVID-19 pandemic, and the current upheaval to the national and global economies, will continue at least over the near term and that any economic recovery may be prolonged.

Cyber Attacks

Various Cook County government offices, including, but not limited to the Cook County Treasurer; Cook County Collector and the Cook County Recorder of Deeds may rely on IT systems to keep records and manage Assessment collections and the enforcement of Assessment delinquencies. Likewise, the Servicer and the Trustee rely on their own IT systems to keep records and manage the collection of Assessments. IT systems are subject to, and have increasingly become victims of computer viruses, cyber-attacks by hackers (such as malware or ransomware attacks), or breaches due to employee error or malfeasance. To the extent that such cyber-attacks continue to take place, there is the risk that the ability of any such government offices, the Servicer and the Trustee to collect Assessments, enforce Assessment delinquencies, keep records and otherwise perform their obligations may be negatively impacted.

Postponement of 2018 Tax Delinquent Sale of Real Properties in Cook County

On March 24, 2020, the office of Cook County Treasurer Maria Pappas (the "Cook County Treasurer") announced that the office of Cook County Treasurer had presented an emergency motion before

the Circuit Court of Cook County, Illinois to postpone the annual sale of delinquent real property taxes and special assessments in Cook County eligible for sale due to delinquent tax year 2018 property taxes (including, without limitation, general property taxes, back taxes, etc.) and/or delinquent special assessments, including the Assessments (the "2018 Tax Sale"). In her emergency motion, the Cook County Treasurer asked for the postponement of the 2018 Tax Sale to protect the health and safety of the residents of Cook County in light of the COVID-19 pandemic. The 2018 Tax Sale was scheduled to begin on May 8, 2020.

The Circuit Court of Cook County granted the emergency motion and issued an order postponing the 2018 Tax Sale until such time as the Circuit Court orders the 2018 Tax Sale to proceed. While the 2018 Tax Sale is postponed, the amount of delinquent taxes and special assessments will continue to be charged 1.5 percent interest per month as required by State law. The City cannot predict for how long the 2018 Tax Sale will be postponed. As of the date of this Limited Offering Memorandum, with respect to the Lakeshore East Project SAA, the total levy delinquencies reported to Cook County by the Servicer for tax year 2018 is \$101,741.88 (See "SPECIAL ASSESSMENT LEVY AND COLLECTIONS" herein). The postponement of the 2018 Tax Sale due to the Covid-19 pandemic and any future postponement of future sales of delinquent sales of real properties estate taxes and assessments in Cook County may materially impact the City's ability to make full and punctual payments of debt service on the Bonds. The City does not know when the Circuit Court will order the resumption of the 2018 Tax Sale or any future sales of delinquent real property taxes and assessments in Cook County.

UNDERWRITING

The Underwriter, Loop Capital Markets LLC, has agreed to purchase the Bonds from the City for reoffering to a limited number of sophisticated investors subject to certain conditions, at an aggregate purchase price of \$ _____, which reflects an Underwriting Discount of \$ _____. Under the bond purchase agreement between the City and the Underwriter (the "Bond Purchase Agreement"), the Underwriter is obligated to purchase all of the Bonds if any are purchased. The obligation of the Underwriter to make such purchase is subject to certain conditions set forth in the Bond Purchase Agreement. The Underwriter may change the prices and other terms with respect to the offer and sale of the Bonds from time to time after the Bonds are released for sale, and the Bonds may be offered and sold at prices other than the initial offering price set forth on the cover page of this Limited Offering Memorandum, including sales to dealers.

LEGAL OPINIONS

Legal matters incident to the authorization, issuance and sale of the Bonds are subject to the approving legal opinion of Foley & Lardner, LLP, Chicago, Illinois and Charity & Associates, P.C, Chicago, Illinois, Co-Bond Counsel. See APPENDIX C - Co-Bond Counsel Opinion. Certain legal matters will be passed upon for the Underwriter by its Counsel, Neal & Leroy, LLC, Chicago, Illinois; for the City by Burke, Warren, MacKay & Serritella, P.C, Chicago, Illinois, Cotillas & Associates, Chicago, Illinois, and its

Corporation Counsel.

TAX EXEMPTION

In the opinion of Co-Bond Counsel, based upon an analysis of existing laws, regulations, rulings and court decisions, and assuming, among other matters, compliance with certain covenants, interest on the Bonds is excluded from gross income for federal income tax purposes under the Internal Revenue Code of 1986, as amended (the "Code") and is not a specific preference item for purposes of the alternative minimum tax. Interest on the Bonds is not exempt from State of Illinois income taxes.

32

Bonds purchased, whether at original issuance or otherwise, for an amount greater than their principal amount payable at maturity (or, in some cases, at their earlier call date) ("Premium Bonds") will be treated as having amortizable bond premium. No deduction is allowable for the amortizable bond premium in the case of bonds, like Premium Bonds, the interest on which is excluded from gross income for federal income tax purposes. However, the amount of tax exempt interest received, and a purchaser's basis in a Premium Bond, will be reduced by the amount of amortizable bond premium property allocable to such purchaser. Beneficial Owners of Premium Bonds should consult their own tax advisors with respect to the proper treatment of amortizable bond premium in their particular circumstances.

To the extent the issue price of any maturity of the Bonds is less than the amount to be paid at maturity of such Bonds (excluding amounts stated to be interest and payable at least annually over the term of such Bonds), the difference constitutes "original issue discount," the accrual of which, to the extent property allocable to each Bondholder, is treated as interest on the Bonds which is excluded from gross income for federal income tax purposes. For this purpose, the issue price of a particular maturity of the Bonds is the first price at which a substantial amount of such maturity of the Bonds is sold to the public (excluding bond houses, brokers, or persons or organizations acting in the capacity of underwriters, placement agents or wholesalers). The original issue discount with respect to any maturity of the Bonds accrues daily over the term to maturity of such Bond on the basis of a constant interest rate compounded semiannually (with straight-line interpolations between compounding dates). The accruing original issue discount is added to the adjusted basis of such Bond to determine taxable gain or loss upon disposition (including sale, redemption, or payment on maturity) of Bonds. Beneficial Owners of the Bonds should consult their own tax advisors with respect to the tax consequence of ownership of Bonds with original issue discount, including the treatment of purchasers who do not purchase such Bonds in the original offering to the public at the first price at which a substantial amount of such Bond was sold to the public.

Section 103 of the Code imposes various restrictions, conditions and requirements relating to exclusion from gross income for federal income tax purposes of interest on obligations such as the Bonds. The City has covenanted to comply with certain restrictions designed to ensure that interest on the Bonds will not be included in federal gross income. Failure to comply with these covenants may result in interest on the Bonds being included in gross income for federal income tax purposes, possibly from the original issue date of the Bonds. The opinions of Co-Bond Counsel assumes compliance with these covenants. Co-Bond Counsel has not undertaken to determine (or to inform any person) whether any actions taken (or not taken) or events occurring (or not occurring) after the date of issuance of the Bonds may adversely affect the value of or the tax-exempt status of interest on the Bonds. Further, Co-Bond Counsel does not give assurance that pending or further legislation or amendments to the Code, if enacted into law, will not adversely affect the value of or the tax exempt status of interest on the Bonds. Beneficial Owners are encouraged to consult their own tax advisors with respect to proposals to restructure the federal income tax.

Certain requirements and procedures contained or referred to in the Trust Indenture, the Bond Ordinance, the Tax Agreement and other relevant documents may be changed and certain actions (including, without limitation, defeasance of the Bonds) may be taken or omitted under the circumstance subject to the terms and conditions set forth in such documents. Co-Bond Counsel expresses no opinion as to any Bond or the interest thereon if any such change occurs or action is taken or omitted upon advice or approval of bond counsel other than Co-Bond Counsel.

Although Co-Bond Counsel is of the opinion that interest on the Bonds is excluded from gross income for federal income tax

purposes, the ownership or disposition of, or the accrual or receipt of interest on, the Bonds may otherwise affect a Beneficial Owner's federal or state tax liability. The nature and extent of these other tax consequences will depend upon the particular tax status of the Beneficial Owner or the

33

Beneficial Owner's other items of income or deduction. Co-Bond Counsel expresses no opinion regarding any such other tax consequences.

No assurance can be given that any future legislation or clarifications or amendments to the Code, if enacted into law, will not cause the interest on the Bonds to be subject, directly or indirectly, to federal or state income taxation, or otherwise prevent the Bondholders from realizing the full current benefit of the tax status of the interest thereon, further, no assurance can be given that any such future legislation, or any actions of the IRS, including, but not limited to, selection of the Bonds for audit examination, or the course or result of any examination of the Bonds, or other bonds which present similar tax issues, will not affect the market price for the Bonds.

CONTINUING DISCLOSURE

The Bonds are not subject to the continuing disclosure requirements imposed by Rule 15c2-12 of the U.S. Securities and Exchange Commission, however, the City, the Developer, the Servicer and the Trustee (collectively, the Developer, the Servicer and the Trustee to be referred to as the "Disclosing Parties") shall voluntarily enter into a Continuing Information Agreement ("CIA"). Pursuant to the CIA, the Disclosing Parties shall covenant to provide annually certain Annual Financial Information (as defined in the CIA) Other Developer Information (as defined in the CIA); Reportable Events Related to the Bonds (as defined in the CIA) and the City shall agree to provide the City Disclosure (as defined in the CIA). See APPENDIX E- "Continuing Information Agreement".

LIMITED OFFERING

The Bonds are being offered only to sophisticated investors who will be required to execute an Investor Letter in the form attached hereto as APPENDIX F. Each prospective purchaser of the Bonds is being furnished a copy of this Limited Offering Memorandum, together with any supplements to this Limited Offering Memorandum. In addition, each prospective purchaser is hereby offered the opportunity, prior to purchasing any Bonds and at any time the Bonds are outstanding, to ask questions of, and receive answers from the Underwriter concerning the terms and conditions of the offering, and to obtain any additional relevant information, to the extent either possesses the same or can acquire it without unreasonable effort or expense. Inquiries concerning additional information should be directed in writing to the Underwriter at Loop Capital Markets LLC, 111 West Jackson Blvd., Suite 1901, Chicago, Illinois 60604, Attention: Municipal Bond Department.

FINANCIAL ADVISOR

The City has engaged PFM Financial Advisors LLC, as financial advisor (the "Financial Advisor") in connection with the issuance and sale of the Bonds. Except as set forth under the caption "SECURITY AND SOURCE OF PAYMENT FOR THE BONDS - General," the Financial Advisor is not obligated to undertake any independent verification of or to assume any responsibility for the accuracy, completeness or fairness of the information contained in this Limited Offering Memorandum.

NO LITIGATION

At the time of delivery of and payment for the Bonds, the City will certify that there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body, pending with respect to which the City has been served with process or is otherwise aware, or, to the knowledge of the

officer of the City executing such certificate, threatened against the City affecting the existence of the City, the Assessments or the titles of its officers to their respective offices or seeking to restrain or to enjoin the sale or delivery of the Bonds, the application of the proceeds thereof in

34

accordance with the Ordinance or the Trust Indenture, or the collection or application of any revenues provided for the payment of the Bonds, or in any way contesting or affecting the validity or enforceability of the Bonds, the Ordinance, the Trust Indenture, the Servicing Agreement or any action of the City contemplated by any of the said documents, or the collection or application of any revenues provided for the payment of the Bonds, or in any way contesting the completeness or accuracy of the Ordinance or any amendment or supplement hereto, or contesting the powers of the City contemplated by any of said documents, nor, to the knowledge of the officer of the City executing such certificate, is there any basis therefor.

NO RATING

The City has not made, and does not currently contemplate making, an application to any rating agency for the assignment of a rating to the Bonds.

MISCELLANEOUS

The references, excerpts, and summaries of documents and statutes contained in this Limited Offering Memorandum do not purport to be complete statements of the provisions of such documents and statutes, and reference is made to all such documents and statutes for full and complete statements of their terms and provisions.

The estimates, assumptions, statistical and financial information, and all other information contained in this Limited Offering Memorandum have been compiled from official and other sources believed to be reliable; however, none of such estimates, assumptions, or information is guaranteed by the City, the Developer, or the Underwriter as to completeness or accuracy.

Any statement made in this Limited Offering Memorandum involving matters of opinion or of estimates, whether or not so expressly stated, is set forth as such and not as a representation of fact; no representation is made that any of the estimates contained herein will be realized. The information and expressions of opinion contained herein are subject to change without notice, and neither the delivery of this Limited Offering Memorandum nor any offer or sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the City or the Developer since the date hereof.

AUTHORIZATION

By an ordinance adopted on _____, 2021 by the City Council of the City of Chicago this Limited Offering Memorandum has been duly authorized for execution and delivery, and for distribution to prospective purchasers and the Underwriter.

City of Chicago

By

Jennie Huang Bennett, Chief Financial Officer

Appendix A Trust Indenture

Appendix B Servicing Agreement

Appendix C Co-Bond Counsel Opinion

Appendix D Book-Entry Only System

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INFORMATION CONCERNING DTC

The following information concerning DTC and the Book-Entry System has been obtained from DTC. The City take no responsibility as to the accuracy or completeness thereof and neither the Indirect Participants nor the Beneficial Owners should rely on the following information with respect to such matters, but should instead confirm the same with DTC or the Direct Participants, as the case may be. There can be no assurance that DTC will abide by its procedures or that such procedures will not be changed from time to time.

The Depository Trust Company ("DTC"), New York, New York, will act as securities depository for the Bonds. The Bonds will be issued as fully registered bonds registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered bond certificate will be issued for each Bond of like tenor as to series, type, maturity, interest rate and redemption provisions in the aggregate principal amount of such Bond, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a S&P rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com <<http://www.dtcc.com>>.

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in

Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co, or such other name as may be requested by an

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authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

Redemption notices shall be sent to DTC. If less than all of a maturity of a subseries of Bonds are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such maturity to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Bonds unless authorized by a Direct Participant in accordance with DTC's MIvII Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the City as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal and interest payments (including redemption proceeds) on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Trustee, on the payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Trustee or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal and interest (including redemption proceeds) to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as securities depository with respect to the Bonds at any time by giving reasonable notice to the City or the Trustee. Under such circumstances, in the event that a successor securities depository is not obtained, certificates for the affected Bonds are required to be printed and delivered.

The City may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, certificates for the Bonds will be printed and delivered.

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Appendix E Continuing Information Agreement

Appendix F Investor Letter

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Exhibit C

EXHIBIT C

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CITY OF CHICAGO, ILLINOIS SPECIAL ASSESSMENT IMPROVEMENT
BONDS, REFUNDING SERIES 2021
(LAKESHORE EAST PROJECT)

FIRST SUPPLEMENTAL SERVICING AGREEMENT

THIS FIRST SUPPLEMENTAL SERVICING AGREEMENT (this "First Supplemental Servicing Agreement") dated as of 1, 2021, is entered into by The Bank of New York Mellon, as successor to BNY Asset Solutions LLC (the "Servicer"), the City of Chicago (the "City"), a municipality and home rule unit of local government of the State of Illinois (the "State"), and The Bank of New York Mellon Trust Company, N.A., as successor Trustee to BNY Midwest Trust Company (the "Trustee"), under the Trust Indenture dated as of December 1, 2002 (the "Original Indenture"), as supplemented and amended by that certain First Supplemental **Trust Indenture between the City and the Trustee dated as of 1, 2021 (the "Bond Indenture"** and together with the Original Indenture, the "Indenture") between the City and the Trustee and supplements and amends the Servicing Agreement dated as of December 1, 2002 (the "Original Agreement") entered into in connection with the Prior Bonds (as hereinafter defined).

WITNESSETH:

WHEREAS, the City is a municipal corporation and home rule unit of the State authorized pursuant to Article 9 of the Illinois Municipal Code, 65 Illinois Compiled Statutes 5/9-2, and the Special Assessment Supplemental Bond and Procedures Act, 50 Illinois Compiled Statutes 460 (the "Act"), as modified and supplemented by Section 075 of Title 2, Chapter 102 of the Municipal Code of Chicago (the "Municipal Code"), to undertake a local improvement by special assessment and to issue special assessment improvement bonds to finance the cost of such local improvement; and

WHEREAS, on June 19, 2002, the City Council of the City (the "City Council") adopted an Ordinance of the City (the "Special Assessment Ordinance") which was published in the Journal of Council Proceedings (the "Journal") for such date at pages 88043 through 88202, inclusive, providing for the acquisition and construction of a local improvement (the "Improvement") as described and defined in the Special Assessment

Ordinance, the cost thereof to be paid by a special assessment (the "Assessment"), as described in a petition filed by the City in the Circuit Court, Cook County, Illinois, County Department, County Division (the "Court") for the levy of the Assessment to pay the cost of the Improvement (the "Proceeding"); and

WHEREAS, all notices required by the Act in connection with the Improvement and the Proceeding were given; and

WHEREAS, on November 12, 2002, after first resolving all legal and benefit objections, the Court entered its order of confirmation of the Assessment (the "Confirmation Order") in the Proceeding; 30 days passed since the entry of the Confirmation Order; and no appeal of the Confirmation Order was taken; and

WHEREAS, to most advantageously provide for the payment of a portion of the costs of the Improvement, the City issued its \$58,933,000 aggregate original principal amount of Special Assessment Improvement Bonds, Series 2002 (Lakeshore East Project) (the "Prior Bonds") for such purpose; and

WHEREAS, the City has determined it is advantageous to provide for the refunding of the Prior Bonds to achieve debt service savings and the City Council have approved the issuance of \$ aggregate principal amount of Special Assessment Improvement Bonds, Refunding Series 2021 (Lakeshore East Project) (the "Series 2021 Bonds") for the purpose of refunding the Prior Bonds; and

WHEREAS, the Series 2021 Bonds will be payable from the Assessment; and

WHEREAS, the Series 2021 Bonds will be secured by the Trust Estate as defined in the Indenture, including (i) amounts on deposit in a Debt Service Reserve Account and a General Reserve Fund, and (ii) the Special Assessment Lien; and

WHEREAS, the City deems it desirable to enter into this First Supplemental Servicing Agreement for the purpose of amending the Original Agreement as provided herein and for having an agent assist in the billing and collecting of Assessments and amending from time to time the Roll (as defined in the Proceeding); and

WHEREAS, the execution and delivery of this First Supplemental Servicing Agreement has been in all respects duly and validly authorized by ordinance duly adopted and approved by the City Council;

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED, the City, the Servicer and the Trustee agree as follows:

Section 1. Amendment to Definitions.

a) The following defined terms set forth in Section 1.1 of the Original Agreement are hereby amended and restated to read as follows:

"Bonds" means the aggregate principal amount of Special Assessment Improvement Bonds, Refunding Series 2021 (Lakeshore East Project).

"Indenture" means the Trust Indenture, dated as of December 1, 2002, as

supplemented and amended by that certain First Supplemental Trust Indenture dated as of

, 2021 between the City and the Trustee, to secure the Bonds.

"Servicer Fee" means the amount payable to the Servicer on the dates and in the amounts set forth in the schedule attached to the First Supplemental Servicing Agreement as Exhibit A.

b) The following defined term is hereby added to Section 1.1 of the Original Agreement:

9

"First Supplemental Servicing Agreement" means the First Supplemental Servicing Agreement dated as of 1, 2021, among the City, the Trustee and the Servicer, amending and supplementing the Servicing Agreement dated as of December 1, 2002.

Section 2. Amendments to Section 2.2 Purpose of this Agreement; Summary of Duties:

a) Section 2.2 (G) of the Servicing Agreement is hereby deleted and replaced with "Reserved".

b) Section 2.2 (I) of the Servicing Agreement is hereby amended and restated to read as follows:

Parties will undertake such actions and execute and deliver such documents as are necessary to release the Special Assessment Lien with respect to each Lot when the amount of any Prepayment has been made in full. Servicer shall prepare payoff statement and advise the Trustee, the Assessee and the City. City shall prepare and execute the Release of Lien, and the Owner shall record the Release of Lien.

c) A new Section 2.2 (J) is hereby added to the Servicing Agreement to read as follows:

Annually on or before December 1, the Servicer shall update the information contained in the chart entitled "Special Assessment Levy and Collections" in the same form as set forth in the Limited Offering Memorandum and submit the form to the Trustee for further dissemination.

Section 3. Amendment to Section 2.7 Servicer's Compensation. Section 2.7 of the Original Agreement is hereby amended and restated to read as follows:

"As compensation for the performance of its obligations under this Agreement the Servicer shall be entitled to receive the Servicer Fee. The Servicer Fee shall be paid on the dates and in the amounts set forth in Exhibit A to the First Supplemental Servicing Agreement and shall terminate on the first to occur of (i) the release of the lien securing the last Lot Assessment or (ii) the defeasance of the Bonds in accordance with the Indenture. The Servicer Fee shall be paid by the Trustee to the Servicer from the Funds specified and in the priority as set forth in the Indenture."

Section 4. Amendment to Section 6.8 Notices. Section 6.8 of the Original Agreement is hereby amended and restated to read as follows:

Section 6.8. Notices. Except as otherwise provided herein, all notices, requests, demands and other communications required or permitted under this Agreement shall be deemed to have been duly given if personally delivered in writing or mailed, first class, postage prepaid, as follows:

City of Chicago, Department of Finance 121 North LaSalle Street, Room 700 Chicago, Illinois 60602 Attention: Chief Financial Officer

City of Chicago Department of Law 121 North LaSalle Street, Room 600 Chicago, Illinois 60602
Attention: Finance and Economic Development Division

The Bank of New York Mellon Trust Company 2 North LaSalle Street, Suite 1020 Chicago, Illinois 60602 Attention: Corporate Trust Department

The Bank of New York Mellon 2001 Bryan Street, 10th Floor Dallas, Texas 75201
Attention: Commercial Servicing Group

or to such other person or addresses as the respective party hereafter designates in writing to the other parties hereto. Notices personally delivered will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated as of ten (10) business days after mailing.

Section 5. Amendments to Article 4. The following additional representations, warranties and covenants are hereby added to the end of Article 4 of the Original Agreement to read as follows:

Section 4.4. Compliance with AH Laws Generally

Servicer must observe and comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later and whether or not they appear in this Agreement, including those set forth in this Section 4.4, and Servicer must pay all taxes and obtain all licenses, certificates and other authorizations required by them. Servicer must require all Subcontractors to do so, also. Further, Servicer must execute an Economic Disclosure Statement and Affidavit ("EDS") in the form attached to this Agreement as Exhibit B, and such EDS is incorporated by reference as though fully set forth in this Agreement. Notwithstanding acceptance by the City of the EDS, Servicer's failure in the EDS to include all information required under the Municipal Code renders this Agreement voidable at the option of the City. Servicer must promptly update its EDS(s) on file with the City whenever any information or response provided in the EDS(s) is no longer complete and accurate. Servicer agrees that Servicer's failure to maintain current throughout the term and any extensions of the term, the disclosures and information pertaining to ineligibility to do business with the City under Chapter 1-23 of

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4828-5CM2-1686 9

If the Municipal Code, as such is required under Sec. 2-154-020, shall constitute an event of default.

Notwithstanding anything in this Agreement to the contrary, references to a statute or law are considered to be a reference to (i) the statute or law as it may be amended from time to time; (ii) all regulations and rules pertaining to or promulgated pursuant to the statute or law; and (iii) all future statutes, laws, regulations, rules and executive orders pertaining to the same or similar subject matter.

(a) City Nondiscrimination Requirements. Servicer must comply with applicable federal, state, and local laws and related regulations prohibiting discrimination against individuals and groups.

i) Federal Requirements

Servicer must not engage in unlawful employment practices, such as (1) failing or refusing to hire or discharging any individual, or otherwise discriminating against any individual with respect to compensation or the terms, conditions, or privileges of the individual's employment, because of the individual's race, color, religion, sex, age, handicap/disability or national origin; or (2) limiting, segregating or classifying Servicer's employees or applicants for employment in any way that would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect the individual's status as an employee, because of the individual's race, color, religion, sex, age, handicap/disability or national origin.

Servicer must comply with, and the procedures Servicer utilizes and the Services Servicer provides under this Agreement must comply with, the Civil Rights Act of 1964, 42 U.S.C. sec. 2000e et seq. (1981), as amended and the Civil Rights Act of 1991, P.L. 102-166. Attention is called to: Exec. Order No. 11246, 30 Fed. Reg. 12,319 (1965), reprinted in 42 U.S.C. 2000e note, as amended by Exec. Order No. 11375, 32 Fed. Reg. 14,303 (1967) and by Exec. Order No. 12086, 43 Fed. Reg. 46,501 (1978); Age Discrimination Act, 42 U.S.C. Sections 6101-6106 (1981); Age Discrimination in Employment Act, 29 U.S.C. Sections 621-34; Rehabilitation Act of 1973, 29 U.S.C. Sections 793-794 (1981); Americans with Disabilities Act, 42 U.S.C. Section 12101 et seq.; 4 C.F.R. Part 60 et seq. (1990); and all other applicable federal statutes, regulations and other laws.

ii) State Requirements

Servicer must comply with, and the procedures Servicer utilizes and the Services Servicer provides under this Agreement must comply with, the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. (1990), as amended and any rules and regulations promulgated in accordance with it, including the Equal Employment Opportunity Clause, 44 Ill. Admin. Code Section 750 Appendix A. Furthermore, Servicer must comply with the Public Works Employment Discrimination Act, 775

4828-5042-1686 9

ILCS 10/0.01 et seq. (1990), as amended, and all other applicable state statutes, regulations and other laws.

(iii) City Requirements

Servicer must comply with, and the procedures Servicer utilizes and the Services

Servicer provides under this Agreement must comply with, the Chicago Human Rights Ordinance, Chapter 2-160, Section 2-160-010 et seq. of the Municipal Code of Chicago (1990), as amended, and all other applicable City ordinances and rules.

b) *Subcontractors*

Servicer must incorporate all of this Section 4.4 by reference in all agreements entered into with any furnisher of services or Subcontractors that may provide any labor or services in connection with this Agreement. Further, Servicer must furnish and must cause each of its Subcontractor(s) to furnish such reports and information as requested by the federal, state, and local agencies charged with enforcing such laws and regulations, including the Chicago Commission on Human Relations.

c) *Inspector General*

It is the duty of any bidder, proposer or Servicer, all Subcontractors, and every applicant for certification of eligibility for a City contract or program, and all officers, directors, agents, partners and employees of any bidder, proposer, Servicer, any contractor, all Subcontractors or such applicant to cooperate with the Legislative Inspector General or the Inspector General in any investigation or hearing, if applicable, undertaken pursuant to Chapters 2-55 or 2-56, respectively, of the Municipal Code. Servicer understands and will abide by all provisions of Chapters 2-55 and 2-56 of the Municipal Code. All subcontracts must inform Subcontractors of the provision and require understanding and compliance with it.

It is the duty of the Servicer, Subcontractor, and every applicant for certification of eligibility for a City contract or program, and all officers, directors, agents, partners, and employees of the Servicer, Subcontractor or such applicant to cooperate with the Legislative Inspector General in any investigation undertaken pursuant to Chapter 2-55 of the Municipal Code. Servicer represents that it understands and will abide by all provisions of Chapter 2-55 of the Municipal Code and that Servicer will inform Subcontractors of this provision and require their compliance.

d) *Business Relationships with Elected Officials*

Pursuant to Section 2-156-030(b) of the Municipal Code, it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected official has a business relationship, or to participate in

■1828-5042-1606 9

any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a business relationship. Violation of Section 2-156-030(b) by any elected official with respect to this Agreement is grounds for termination of this Agreement. The term business relationship is defined as set forth in Section 2-156-080 of the Municipal Code.

Section 2-156-080 defines a "business relationship" as any contractual or other private business dealing of an official, or his or her spouse, or of any entity in which an official or his or her spouse has a financial interest, with a person or entity which entitles an official to compensation or payment in the amount of \$2,500 or more in a calendar year; provided, however, a financial interest shall not include: (i) any ownership through purchase at fair market value or inheritance of less than one percent of the share of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the value of or dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended (the "1934 Act"); (ii) the authorized compensation paid to an official or employee for his office or employment; (iii) any economic benefit provided equally to all residents of the City; (iv) a time or demand deposit in a financial institution; or (v) an endowment or insurance policy or annuity contract purchased from an insurance company. Any contractual or other private business dealings shall not include any employment relationship of an official's spouse with an entity when such spouse has no discretion concerning or input relating to the relationship between that entity and the City.

(e) *Chicago "Living Wage" Ordinance*

(i) Section 2-92-610 of the Municipal Code provides for a living wage for certain categories of workers employed in the performance of City contracts, specifically non-City employed security guards, parking attendants, day laborers, home and health care workers, cashiers, elevator operators, custodial workers and clerical workers ("Covered Employees"). Accordingly, pursuant to Section 2-92-610 and regulations promulgated under it:

(x) If Servicer has 25 or more full-time employees, and

(y) If at any time during the performance of this Agreement, Servicer and/or any Subcontractor or any other entity that provides any portion of the Services (collectively "Performing Parties") uses 25 or more full-time security guards, or any number of other full-time Covered Employees, then

(z) Servicer must pay its Covered Employees, and must ensure that all other Performing Parties pay their Covered Employees, not less than the minimum hourly rate as determined in accordance with this provision (the "Base Wage") for all Services performed under this Agreement.

7

'1828-5042-1686 9

ii) Servicer's obligation to pay, and to ensure payment of, the Base Wage will begin at any time during the term of this Agreement when the conditions set forth in (i)(x) and (i)(y) above are met, and will continue until the end of the term of this Agreement.

iii) As of July 1, 2020, the Base Wage is \$14.15 per hour, and each July 1 thereafter, the

Base Wage will be adjusted using the most recent federal poverty guidelines for a family of four as published annually by the U.S. Department of Health and Human Services, to constitute the following: the poverty guidelines for a family of four divided by 2000 hours or the current base wage, whichever is higher. The currently applicable Base Wage is available from the Department of Procurement Services. At all times during the term of this Agreement, Servicer and all other Performing Parties must pay the Base Wage (as adjusted in accordance with the above). If the payment of prevailing wages is required for Services done under this Agreement, and the prevailing wages for Covered Employees are higher than the Base Wage, then Servicer and all other Performing Parties must pay the prevailing wage rates.

iv) Servicer must include provisions in all subcontracts requiring its Subcontractors to pay the Base Wage to Covered Employees. Servicer agrees to provide the City with documentation acceptable to the Department demonstrating that all Covered Employees, whether employed by Servicer or by a Subcontractor, have been paid the Base Wage, upon the City's request for such documentation. The City may independently audit Servicer and/or Subcontractors to verify compliance with this section. Failure to comply with the requirements of this section will be an event of default under this Agreement, and further, failure to comply may result in ineligibility for any award of a City contract or subcontract for up to 3 years.

v) Not-for-Profit Corporations: If Servicer is a corporation having federal tax-exempt status under Section 501(c)(3) of the Internal Revenue Code and is recognized under Illinois not-for-profit law, then the provisions of subsections (i) through (iv) above do not apply.

(j) Prohibition on Certain Contributions

Servicer agrees that Servicer, any person or entity who directly or indirectly has an ownership or beneficial interest in Servicer of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, Servicer's subcontractors, any person or entity who directly or indirectly has an ownership or beneficial interest in any subcontractor of more than 7.5 percent ("Sub-owners") and spouses and domestic partners of such Sub-owners (Servicer and all the other preceding classes of persons and entities are together, the "Identified Parties"), shall not make a contribution of any amount to the Mayor of the City of Chicago ("Mayor") or to his political fundraising committee (i) after execution of this Agreement by Servicer, (ii) while this Agreement or any Other Contract (as defined herein) is executory, (iii) during the term of this Agreement or any Other Contract between Servicer and the City, or (iv) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated.

4828-5042-16B6 9

Servicer represents and warrants that since the date of public advertisement of the specification, request for qualifications, request for proposals or request for information (or any combination of those requests) or, if not competitively procured, from the date the City approached Servicer or the date Servicer approached the City, as applicable, regarding the formulation of this Agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

Servicer agrees that it shall not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

Servicer agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 2011-4 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 2011-4.

Servicer agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 2011-4 constitutes a breach and default under this Agreement, and under any Other Contract for which no opportunity to cure will be granted. Such breach and default entitles the City to all remedies (including without limitation termination for default) under this Agreement, under Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If Servicer violates this provision or Mayoral Executive Order No. 2011-4 prior to award of the Agreement resulting from this specification, the Department may reject Servicer's bid.

For purposes of this provision:

"Bundle" means to collect contributions from more than one source which are then delivered by one person to the Mayor or to his political fundraising committee.

"Other Contract" means any other agreement with the City of Chicago to which Servicer is a party that is (i) formed under the authority of chapter 2-92 of the Municipal Code of Chicago; (ii) entered into for the purchase or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved or authorized by the city council.

"Contribution" means a "political contribution" as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

Individuals are "Domestic Partners" if they satisfy the following criteria:

9

- A) they are each other's sole domestic partner, responsible for each other's common welfare; and
- B) neither party is married, as marriage is defined under Illinois law; and
- C) the partners are not related by blood closer than would bar marriage in the State of Illinois; and
- D) each partner is at least 18 years of age, and the partners are the same sex, and the partners reside at the same residence; and
- E) two of the following four conditions exist for the partners:
 - 1. The partners have been residing together for at least 12 months.
 - 2. The partners have common or joint ownership of a residence.
 - 3. The partners have at least two of the following arrangements:
 - a. joint ownership of a motor vehicle;
 - b. a joint credit account;

- c. a joint checking account;
 - d. a lease for a residence identifying both domestic partners as tenants.
4. Each partner identifies the other partner as a primary beneficiary in a will.

"Political fundraising committee" means a "political fundraising committee" as defined in Chapter 2-156 of the Municipal code of Chicago, as amended."

g) *Deemed Inclusion*

Provisions required by law, ordinances, rules, regulations, or executive orders to be inserted in this Agreement are deemed inserted in this Agreement whether or not they appear in this Agreement or, upon application by either party, this Agreement will be amended to make the insertion; however, in no event will the failure to insert the provisions before or after this Agreement is signed prevent its enforcement.

h) *Ineligibility to do Business with City*

Failure by the Servicer or any Controlling Person (defined in Section 1-23-010 of the Municipal Code) thereof to maintain eligibility to do business with the City in violation of Section 1 -23-030 of the Municipal Code shall render this Agreement voidable or subject to termination, at the option of the Chief Financial Officer. Servicer agrees that Servicer's failure to maintain eligibility (or failure by Controlling Persons to maintain eligibility) to do business with the City in violation of Section 1-23-030 of the Municipal Code shall constitute an event of default.

Section 4.5 Special Conditions

10

Warranties and Representations

In connection with signing and carrying out this Agreement, Servicer:

i) warrants that Servicer is appropriately licensed under Illinois law to perform the Services required under this Agreement and will perform no Services for which a professional license is required by law and for which Servicer is not appropriately licensed;

ii) warrants it is financially solvent; it and each of its employees, agents and Subcontractors of any tier are competent to perform the Services required under this Agreement; and Servicer is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated in this Agreement;

iii) warrants that it will not knowingly use the services of any ineligible contractor or Subcontractor for any purpose in the performance of its Services under this Agreement;

iv) warrants that Servicer and its Subcontractors are not in default at the time " this Agreement is signed, and have not been deemed by the Department to have, within 5 years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the City;

v) represents that it has carefully examined and analyzed the provisions and requirements of this Agreement; it understands the nature of the Services required; from its own analysis it has satisfied itself as to the nature

of all things needed for the performance of this Agreement; this Agreement is feasible of performance in accordance with all of its provisions and requirements, and Servicer warrants it can and will perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Agreement;

vi) represents that Servicer, and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of Section 2-92-320 of the Municipal Code, and in connection with it, and additionally in connection with the Illinois Criminal Code, 720 ILCS 5/33E as amended, and the Illinois Municipal Code, 65 ILCS 5/11-42.1-1;

vii) acknowledges that Servicer and its Subcontractors understand and will abide by all provisions of Chapter 2-26-010 et seq. of the Municipal Code relating to the Office of Compliance;

viii) acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under Sections 5.1 of this Agreement;

ix) warrants and represents that neither Servicer nor an Affiliate of Servicer (as defined below) appears on the Specially Designated Nationals List, the Denied Persons List, the unverified List, the Entity List, or the Debarred List as maintained by the Office

11

of foreign Assets Control of the U.S. Department of the Treasury or by the Bureau of Industry and Security of the U.S. Department of Commerce (or their successors), or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment. "Affiliate of Servicer" means a person or entity that directly (or indirectly through one or more intermediaries) controls, is controlled by or is under common control with Servicer. A person or entity will be deemed to be controlled by another person or entity if it is controlled in any manner whatsoever that results in control in fact by that other person or entity (either acting individually or acting jointly or in concert with others) whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise; and

Section 4.6 Ethics

(a) In addition to the foregoing warranties and representations, Servicer warrants:

i) no officer, agent or employee of the City is employed by Servicer or has a financial interest directly or indirectly in this Agreement or the compensation to be paid under this Agreement except as may be permitted in writing by the Board of Ethics established under Chapter 2-156 of the Municipal Code.

ii) no payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any Subcontractors to Servicer or higher tier Subcontractors or anyone associated with them, as an inducement for the award of a subcontract or order.

(b) Servicer further acknowledges that any Agreement entered into, negotiated

or performed in violation of any of the provisions of Chapter 2-156 is voidable as to the City

Section 4.7 EDS / Certification Regarding Suspension and Debarment

Servicer certifies, as further evidenced in the EDS attached as Exhibit B, by its acceptance of this Agreement that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. Servicer further agrees by executing this Agreement that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts. If Servicer or any lower tier participant is unable to certify to this statement, it must attach an explanation to the Agreement.

Section 6. Amendment to Exhibit B. Exhibit B to the Original Agreement is hereby replaced with Exhibit B attached to this First Supplemental Servicing Agreement.

Section 7. Representations and Warranties. The Servicer hereby makes the following representations and warranties as of the date of issuance of the Series 2021 Bonds, which shall survive the date hereof:

12

4828-5042-1G86 9

a) The Servicer has been duly organized and is validly existing and in good standing as a New York state banking organization, with requisite corporate power and authority to perform its obligations under this First Supplemental Servicing Agreement, and to transact the business in which it is now engaged.

b) The First Supplemental Servicing Agreement has been duly authorized, executed and delivered by the Servicer and constitutes the valid and legally binding obligation of the Servicer enforceable against the Servicer in accordance with its terms, subject as to enforcement to any bankruptcy, insolvency, reorganization and other similar laws of general applicability relating to or affecting creditors' rights generally and to general principles of equity regardless of whether enforcement is sought in a court of equity or law.

c) Each of the representations and warranties of the Servicer set forth in Article 3 of the Original Agreement remains true and correct as of the date of this First Supplemental Servicing Agreement.

d) No default has occurred by the Servicer under the Original Agreement.

Section 8. Ratification. Except as specifically amended hereby, the Original Agreement shall continue in full force and effect in accordance with its terms. Each of the Servicer and Trustee hereby specifically confirms and ratifies its respective obligations, covenants and consents under the Original Agreement, as hereby modified. Except as expressly provided herein, the execution and delivery of this First Supplemental Servicing Agreement shall not: (i) constitute an extension, modification, or waiver of any aspect of the Original Agreement, or any right or remedy thereunder; (ii) establish a course of dealing between the City and the Servicer or the Trustee; or (iii) give rise to any defenses or counterclaims to the City's right to enforce its rights and remedies under the Original Agreement.

Section 9. Headings. Section headings in this First Supplemental Servicing Agreement are included herein

for convenience of reference only and shall not constitute a part of this First Supplemental Servicing Agreement for any other purpose.

Section 10. Illinois Law. This Amendment is governed by the laws of the State of Illinois.

Section 11. Counterparts. This First Supplemental Servicing Agreement may be executed in multiple counterparts, each of which shall be regarded for all purposes as an original; and such counterparts shall constitute but one and the same instrument.

Section 12. Third-Party Beneficiary. The owners of the Series 2021 Bonds are express third-party beneficiaries to this First Supplemental Servicing Agreement.

(Signature Page Follows]

4828-50-12-1606 9

IN WITNESS WHEREOF, the City, the Servicer and the Trustee have caused this First Supplemental Servicing Agreement to be duly executed by their respective officers thereunto duly authorized as of the date and year first above written.

CITY OF CHICAGO

By
Jennie Huang Bennett Chief Financial
Officer

THE BANK OF NEW YORK MELLON, as successor to
BNY Asset Solutions LLC, as Servicer

By_____
Name: Title:

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A., as Trustee

By_____
Name: Title:

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Exhibit A

Supplemental Indenture Closing Fee

This fee pertains to amounts due for work performed by the Servicer in preparation for and in connection with the closing of the First Supplemental Indenture. This fee will be paid to the Servicer as of the closing date of the First Supplemental Indenture

Lot Assessment Account Servicing Fee for Payment Notices	The greater of \$35,000 per semi-annual billing period or a fee calculated on the following charges per billing statement period
Semi-annual Statement	\$20.00 per Statement
Notice of Delinquent Assessment	\$10.00 per Statement

This fee will be paid semi-annually on each June 1 and December 1 commencing on June 1, 2021. Servicer may increase this fee at five year intervals beginning March 1, 2025 for increases in the Consumer Price Index during the preceding five-year period.

Account Adjustment Fee

Servicer will be paid a fee for each addition and deletion of a tax account to compensate it for adjusting its servicing system to record such additions and deletions as the Project's original eighteen (18) parcels are subdivided into new, additional tax accounts.

Tax Certificates/Prepayments/Releases	Market Rate
Prepayment Payoff Statement Revision Fee	\$25 per revised payoff statement

Servicer may charge Lot owners a market-rate fee equivalent to that charged by taxing authorities and title companies for producing written tax certificates and/or special assessment full or partial prepayment statements to facilitate taxpayers' sales or refinancing of Lots, or full or partial prepayments of assessments and accompanying releases. Servicer will periodically survey the Chicago market to ensure that tax certificates, payoff statements and releases are being charged at a market rate.

Out-of-Pocket Reimbursements

Servicer shall be reimbursed for the following:

- Reasonable and necessary legal and travel expenses
- Copying and delivery charges for copies of documents or reports requested by the City, County or Trustee other than those that are required to be delivered under Section 2.2.A-J
- All charges associated with the Lockbox Account

If the fees and/or reimbursements cannot be paid when due as a result of insufficient funds in the Making and Levying Fund, such unpaid amounts will accrue interest from the date when due at the Wall Street Journal Prime Rate and be paid when funds are next available in the Making and Levying Fund

Exhibit B

CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT

SECTION I -- GENERAL INFORMATION

A. Legal name of the Disclosing Party submitting this LDS. Include d/b/a/ if applicable:

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. ☐ the Applicant

OR

2. ☐ a legal entity currently holding, or anticipated to hold within six months after City

2. action on the contract, transaction or other undertaking to which this EDS pertains (referred to below as the "Matter"), a direct or indirect interest in excess of 7.5% in the Applicant. State the

2. Applicant's legal name:

OR

3. ☐ a legal entity with a direct or indirect right of control of the Applicant (see Section 11(B)(1))

State the legal name of the entity in which the Disclosing Party holds a right of control:

B. Business address of the Disclosing Party:

C. Telephone: Fax: Email

D. Name of contact person:

E. Federal Employer Identification No. (if you have one):

F. Brief description of the Matter to which this EDS pertains. (Include project number and location of property, if applicable):

/1828-50<12-1686 9

G. Which City agency or department is requesting this EDS?

If the Matter is a contract being handled by the City's Department of Procurement Services, please complete the following:

Specification if *and Contract if*

SECTION II - DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

- ☐ Person ☐ Limited liability company
☐ Publicly registered business corporation ☐ Limited liability partnership
☐ Privately held business corporation ☐ Joint venture
☐ Sole proprietorship ☐ Not-for-profit corporation
☐ General partnership (Is the not-for-profit corporation also a 501(c)(3))?
☐ Limited partnership ☐ Yes ☐ No
☐ Trust ☐ Other (please specify)

2. For legal entities, the state (or foreign country) of incorporation or organization, if applicable:

3. For legal entities not organized in the State of Illinois: Has the organization registered to do business in the State of Illinois as a foreign entity? ■

☐ Yes

☐ No

☐ Organized in Illinois

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1. List below the full names and titles, if applicable, of: (i) all executive officers and all directors of the entity; (ii) for not-for-profit corporations, all members, if any, which are legal entities (if there are no such members, write "no members which are legal entities"); (iii) for trusts, estates or other similar entities, the trustee, executor, administrator, or similarly situated party; (iv) for general or limited partnerships, limited liability companies, limited liability partnerships or joint ventures, each general partner, managing member, manager or any other person or legal entity that directly or indirectly controls the day-to-day management of the Applicant.

NOTE: Each legal entity listed below must submit an EDS on its own behalf.

Name

'), Please provide the following information concerning each person or legal entity having a direct or indirect, current or prospective (i.e. within 6 months after City action) beneficial interest (including ownership) in excess of 7.5% of the Applicant. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture, interest of a member or manager in a

limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state ☐ None. I I

NOTE: Each legal entity listed below may be required to submit an EDS on its own behalf.

Name

Business Address

Percentage Interest in the Applicant

SECTION III - INCOME OR COMPENSATION TO, OR OWNERSHIP BY, CITY ELECTED OFFICIALS

Has the Disclosing Party provided any income or compensation to any City elected official during the 12-month period preceding the date of this EDS? ☐ Yes ☐ No

Does the Disclosing Party reasonably expect to provide any income or compensation to any City elected official during the 12-month period following the date of this EDS? ☐ Yes ☐ No

If DyesfJ to either of the above, please identify below the name(s) of such City elected official(s) and describe such income or compensation:

Does any City elected official or, to the best of the Disclosing PartyfJs knowledge after reasonable inquiry, any City elected officialDs spouse or domestic partner, have a financial interest (as defined in Chapter 2-156 of the Municipal Code of Chicago (LJMCCfJ)) in the Disclosing Party? ☐ Yes- ☐ No

If "yes," please identify below the name(s) of such City elected official(s) and/or spouse(s)/domestic partner(s) and describe the financial interest(s).

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist (as defined in MCC Chapter 2-156), accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature ofthe relationship, and the total amount of ihe fees paid or estimated to be paid. The Disclosing Parly is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll. Ifthe Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the City whether disclosure is required or make lite disclosure.

Name (indicate whether Business Relationship to Disclosing Party fees (indicate whether

retained or anticipated to be retained)
(subcontractor, attorney, lobbyist, etc.)
paid or estimated.) NOTE:

☐ hourly rate! ☒ or Gt.b.d.Ll is not an acceptable response.

(Add sheets if necessary)

☐ Check here ifthe Disclosing Party has not retained, nor expects to retain, any such persons or entities.

SECTION V - CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under MCC Section 2-92-415, substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the contractDs term.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage on any child support obligations by any Illinois court of competent jurisdiction?

☐ Yes ☐ No ☐ No person directly or indirectly owns 10% or more of the Disclosing Party.

If [JYes,D has the person entered into a court-approved agreement for payment of all support owed and is the person in compliance with that agreement?

[JYes

B. FURTHER CERTIFICATIONS

1. [This paragraph 1 applies only if the Matter is a contract being handled by the CityDs Department of Procurement Services.] In the 5-year period preceding the date of this EDS, neither the Disclosing Party nor any Affiliated Entity [see definition in (5) below] has engaged, in connection with the performance of any public contract, the services of an integrity monitor, independent private sector inspector general, or integrity compliance consultant (i.e., an individual or entity with legal, auditing, investigative, or other similar skills, designated by a public agency to help the agency monitor the activity of specified agency vendors as well as help the vendors reform their business practices so they can be considered for agency contracts in the future, or continue with a contract in progress).

2. The Disclosing Party and its Affiliated Entities are not delinquent in the payment of any line, fee, tax or other source of indebtedness owed to the City of Chicago, including, but not limited to, water and sewer charges, license fees, parking tickets, property taxes and sales taxes, nor is the Disclosing Party delinquent in the payment of any tax administered by the Illinois Department of Revenue.

3. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section 11(B)(1) of this EDS:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government:

28-5042-1686 9

- b. have not, during the 5 years before the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;

- c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in subparagraph (b) above;

- d. have not, during the 5 years before the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and

- e. have not, during the 5 years before the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

4. The Disclosing Party understands and shall comply with the applicable requirements of MCC Chapters 2-56 (Inspector General) and 2-156 (Governmental Ethics).
5. Certifications (5), (6) and (7) concern:
- the Disclosing Party;
 - any `Contractor` (meaning any contractor or subcontractor used by the Disclosing Party in connection with the Matter, including but not limited to all persons or legal entities disclosed under Section IV, `Disclosure of Subcontractors and Other Retained Parties`);
 - any "Affiliated Entity" (meaning a person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity). Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity. With respect to Contractors, the term Affiliated Entity means a person or entity that directly or indirectly controls the Contractor, is controlled by it, or, with the Contractor, is under common control of another person or entity;
 - any responsible official of the Disclosing Party, any Contractor or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Contractor or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Contractor or any Affiliated Entity (collectively "Agents").

Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor, nor any Agents have, during the 5 years before the date of this EDS, or, with respect to a Contractor, an Affiliated Entity, or an Affiliated Entity of a Contractor during the 5 years before the date of such Contractor's or Affiliated Entity's contract or engagement in connection with the Matter:

- a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
- b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise: or
- c. made an admission of such conduct described in subparagraph (a) or (b) above that is a matter of record, but have not been prosecuted for such conduct; or
- d. violated the provisions referenced in MCC Subsection 2-92-320(a)(4)(Contracts Requiring a Base Wage); (a)(5) (Debarment Regulations); or (a)(6)(Minimum Wage Ordinance).

6. Neither the Disclosing Party, nor any Affiliated Entity or Contractor, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or

(3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

7. Neither the Disclosing Party nor any Affiliated Entity is listed on a Sanctions List maintained by the United States Department of Commerce, State, or Treasury, or any successor federal agency.

8. [FOR APPLICANT ONLY] (i) Neither the Applicant nor any controlling person [see MCC Chapter 1-23, Article I for applicability and defined terms] of the Applicant is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any sister agency; and (ii) the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City. NOTE: If MCC Chapter 1-23, Article I applies to the Applicant, that Article's permanent compliance timeframe supersedes 5-year compliance timeframes in this Section V.

9. [FOR APPLICANT ONLY] The Applicant and its Affiliated Entities will not use, nor permit their subcontractors to use, any facility listed as having an active exclusion by the U.S. EPA on the federal System for Award Management (SAMS).

10. [FOR APPLICANT ONLY] The Applicant will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in Certifications (2) and (9) above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Applicant has reason to believe has not provided or cannot provide truthful certifications.

11. If the Disclosing Party is unable to certify to any of the above statements in this Part B (Further Certifications), the Disclosing Party must explain below:

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

12. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all current employees of the Disclosing Party who were, at any time during the 12-month period preceding the date of this EDS, an employee, or elected or appointed official, of the City of Chicago (if none, indicate with N/A or none).

28-50-12-IG6G 9

13. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all gifts that the Disclosing Party has given or caused to be given, at any time during the 12-month period preceding the execution date of this EDS, to an employee, or elected or appointed official, of the City of Chicago. For purposes of this statement, a gift does not include: (i) anything made generally available to City employees or to the general public, or (ii) food or drink provided in the course of official City business and having a retail value of less than \$25 per recipient, or (iii) a political contribution otherwise duly reported as required by law (if none, indicate with N/A).

or DnoneD). As to any gift listed below, please also list the name of the City recipient.

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

1. The Disclosing Party certifies that the Disclosing Party (check one)

☐ is ☐ is not

a "financial institution" as defined in MCC Section 2-32-455(b).

2. If the Disclosing Party IS a financial institution, then the Disclosing Party pledges:

"We are not and will not become a predatory lender as defined in MCC Chapter 2-32. We further pledge that none of our affiliates is, and none of them will become, a predatory lender as defined in MCC Chapter 2-32. We understand that becoming a predatory lender of becoming an affiliate of a predatory lender may result in the loss of the privilege of doing business with the City."

If the Disclosing Party is unable to make this pledge because it or any of its affiliates (as defined in MCC Section 2-32-455(b)) is a predatory lender within the meaning of MCC Chapter 2-32, explain here (attach additional pages if necessary):

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

D. CERTIFICATION REGARDING FINANCIAL INTEREST IN CITY BUSINESS

Any words or terms defined in MCC Chapter 2-156 have the same meanings if used in this Part D.

1. In accordance with MCC Section 2-156-110: To the best of the Disclosing Party's knowledge after reasonable inquiry, does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

☐ Yes ☐ No

NOTE: If you checked "Yes" to Item D(1), proceed to Items D(2) and D(3). If you checked "No" to Item D(1), skip Items D(2) and D(3) and proceed to Part E.

28-5042-1086 9

2. Unless sold pursuant to a process of competitive bidding, or otherwise permitted, no City elected official or employee shall have a financial interest in his or her own name or in the name of any other person or entity in the purchase of any property that (i) belongs to the City, or (ii) is sold for taxes or assessments, or (iii) is sold by virtue of legal process at the suit of the City (collectively, "City Property Sale"). Compensation for property taken pursuant to

the City's eminent domain power does not constitute a financial interest within the meaning of this Part D.

Does the Matter involve a City Property Sale?

☐ Yes

☐ No

3. If you checked "Yes" to Item D(1), provide the names and business addresses of the City officials or employees having such financial interest and identify the nature of the financial interest:

Name	Business Address	Nature of Financial Interest
------	------------------	------------------------------

4. The Disclosing Party further certifies that no prohibited financial interest in the Matter will be acquired by any City official or employee.

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

Please check either (1) or (2) below. If the Disclosing Party checks (2), the Disclosing Party must disclose below or in an attachment to this EDS all information required by (2). Failure to comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

1. The Disclosing Party verifies that the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves), and the Disclosing Party has found no such records.

2. The Disclosing Party verifies that, as a result of conducting the search in step (1) above, the Disclosing Party has found records of investments or profits from slavery or slaveholder insurance policies. The Disclosing Party verifies that the following constitutes full disclosure of all such records, including the names of any and all slaves or slaveholders described in those records:

SECTION VI - CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

NOTE: If the Matter is federally funded, complete this Section VI. If the Matter is not federally funded, proceed to Section VII. For purposes of this Section VI, tax credits allocated by the City and proceeds of debt obligations of the City are not federal financing.

28-501?-1686 9

A. CERTIFICATION REGARDING LOBBYING

1. List below the names of all persons or entities registered under the federal Lobbying Disclosure

Act of 1995, as amended, who have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter: (Add sheets if necessary):

(If no explanation appears or begins on the lines above, or if the letters "NA" or if the word "None" appear, it will be conclusively presumed that the Disclosing Party means that NO persons or entities registered under the Lobbying Disclosure Act of 1995, as amended, have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter.)

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in paragraph A(1) above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

3. The Disclosing Party will submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the statements and information set forth in paragraphs A(1) and A(2) above.

4. The Disclosing Party certifies that either: (i) it is not an organization described in section 501(c)(4) of the Internal Revenue Code of 1986; or (ii) it is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986 but has not engaged and will not engage in "Lobbying Activities," as that term is defined in the Lobbying Disclosure Act of 1995, as amended.

5. If the Disclosing Party is the Applicant, the Disclosing Party must obtain certifications equal in form and substance to paragraphs A(1) through A(4) above from all subcontractors before it awards any subcontract and the Disclosing Party must maintain all such subcontractors' certifications for the duration of the Matter and must make such certifications promptly available to the City upon request.

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

If the Matter is federally funded, federal regulations require the Applicant and all proposed subcontractors to submit the following information with their bids or in writing at the outset of negotiations.

Is the Disclosing Party the
Applicant?

() Yes []
No

If Yes, answer the three questions below:

1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-

2. Have you filed with the Joint Reporting Committee, the Director of the Office of federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?

☐ Yes () No ☐ Reports not required

3. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?

☐ Yes ☐ No

If you checked ☐No!; to question (1) or (2) above, please provide an explanation:

The Disclosing Party understands and agrees that:

A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.

B. The City's Governmental Ethics Ordinance, MCC Chapter 2-156, imposes certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of this ordinance and a training program is available on line at www.cityofchicago.org/Ethics <<http://www.cityofchicago.org/Ethics>>, and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with this ordinance.

C. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded or void), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other City transactions, Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.

D. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided in, and appended to, this EDS may be made publicly available on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.

E. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City, s Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires.

NOTE: With respect to Matters subject to MCC Chapter

1-23, Article I (imposing PERMANENT INELIGIBILITY for certain specified offenses), the information provided herein regarding eligibility must be kept current for a longer period, as required by MCC Chapter 1-23 and Section 2-154-020.

28-50-12-1686 9

CERTIFICATION

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS, and all applicable Appendices, on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS, and all applicable Appendices, are true, accurate and complete as of the date furnished to the City.

(Print or type exact legal name of Disclosing Party)

By:

(Sign here)

(Print or type name of person signing)

(Print or type title of person signing)

Signed and sworn to before me on (date)

at County, (state).

Notary Public

Commission expires:

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CITY OF CHICAGO ECONOMIC DISCLOSURE
STATEMENT AND AFFIDAVIT
APPENDIX A

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS
AND DEPARTMENT HEADS

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5%. It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

Under MCC Section 2-154-015, the Disclosing Party must disclose whether such Disclosing Party or any ☐Applicable Party^{LJ} or any Spouse or Domestic Partner thereof currently has a ☐familial relationship[^] with any elected city official or department head. A ☐familial relationship[^] exists if, as of the date this EDS is signed, the Disclosing Party or any ☐Applicable Party^D or any Spouse or Domestic Partner thereof is related to the mayor, any alderman, the city clerk, the city treasurer or any city department head as spouse or domestic partner or as any of the following, whether by blood or adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

☐Applicable Party^{LI} means (1) all executive officers of the Disclosing Party listed in Section II.B.1.a., if the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership; all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited partnership; all managers, managing members and members of the Disclosing Party, if the Disclosing Party is a limited liability company; (2) all principal officers of the Disclosing Party; and (3) any person having more than a 7.5% ownership interest in the Disclosing Party. ☐Principal officers^D means the president, chief operating officer, executive director, chief financial officer, treasurer or secretary of a legal entity or any person exercising similar authority.

Does the Disclosing Party or any ☐Applicable Party^{LJ} or any Spouse or Domestic Partner thereof currently have a ☐familial relationship[^] with an elected city official or department head?

☐ Yes

☐ No

If yes, please identify below (1) the name and title of such person, (2) the name of the legal entity to which such person is connected; (3) the name and title of the elected city official or department head to whom such person has a familial relationship, and (4) the precise nature of such familial relationship.

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**CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT
AND AFFIDAVIT
APPENDIX B**

BUILDING CODE SCOI FLAW/PROBLEM LANDLORD CERTIFICATION

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5% (an "Owner"). It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

1. Pursuant to MCC Section 2-154-010, is the Applicant or any Owner identified as a building code scofflaw or problem landlord pursuant to MCC Section 2-92-416?

☐ Yes ☐ No

2. If the Applicant is a legal entity publicly traded on any exchange, is any officer or director of the Applicant identified as a building code scofflaw or problem landlord pursuant to MCC Section 2-92-416?

☐ Yes ☐ No ☐ The Applicant is not publicly traded on any exchange.

3. If yes to (1) or (2) above, please identify below the name of each person or legal entity identified as a building code scofflaw or problem landlord and the address of each building or buildings to which the pertinent code violations apply.

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**CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT AND
AFFIDAVIT
APPENDIX C**

PROHIBITION ON WAGE & SALARY HISTORY SCREENING - CERTIFICATION

This Appendix is to be completed only by an Applicant that is completing this EDS as a "contractor" as defined in MCC Section 2-92-385. That section, which should be consulted (www.amleual.com <<http://www.amleual.com>>), generally covers a party to any agreement pursuant to which they: (i) receive City of Chicago funds in consideration for services, work or goods provided (including for legal or other professional services), or (ii) pay the City money for a license, grant or concession allowing them to conduct a business on City premises.

On behalf of an Applicant that is a contractor pursuant to MCC Section 2-92-385, I hereby certify that the Applicant is in compliance with MCC Section 2-92-385(b)(1) and (2), which prohibit: (i) screening job applicants based on their wage or salary history, or (ii) seeking job applicants' wage or salary history from current or former employers. I also certify that the Applicant has adopted a policy that includes those prohibitions.

☐ Yes

☐ No .

☐ N/A - I am not an Applicant that is a "contractor" as defined in MCC Section 2-92-385.

This certification shall serve as the affidavit required by MCC Section 2-92-385(c)(1). If you checked

"no" to the above, please explain.

Exhibit D

10

EXHIBIT D

FIRST SUPPLEMENTAL TRUST INDENTURE

BETWEEN

CITY OF CHICAGO AND

**THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,
AS TRUSTEE**

DATED AS OF 1, 2021

SECURING

**\$
CITY OF CHICAGO SPECIAL ASSESSMENT IMPROVEMENT BONDS
REFUNDING SERIES 2021 (LAKESHORE EAST PROJECT)**

Supplementing and amending a Trust Indenture between the City of Chicago and The Bank of New York Mellon Trust Company, N.A., as successor Trustee to BNY Midwest Trust Company, dated as of December 1, 2002 securing \$58,933,000 aggregate original principal amount of City of Chicago Special Assessment Improvement Bonds, Series 2002 (Lakeshore East Project).

FIRST SUPPLEMENTAL TRUST INDENTURE TABLE OF

CONTENTS

(This Tabic of Contents is not a part ofthe Indenture and is only
for convenience of reference.)

P

ARTICLE I DEFINITIONS	2	
Section 1.1 Definitions	2	
ARTICLE II PROVISIONS RELATING TO SERIES 2021 BONDS	3	
Section 2.1 Authorized Amount of Series 2021 Bonds	3	
Section 2.2 Issuance of Series 2021 Bonds; Terms of Series 2021 Bonds; Payment	3	3
Section 2.3 Form of Series 2021 Bonds; Temporary Bonds	5	
Section 2.4 Delivery of Series 2021 Bonds	5	
Section 2.5 Establishment or Continuation of Funds and Accounts	6	
Section 2.6 Creation of Series 2002 Defeasance Account	6	
Section 2.7 Costs of Issuance Account	7	
Section 2.8 Creation ofthe 2021 Rebate Fund	7	
Section 2.9 Application of Proceeds	7	
Section 2.10 Tax Covenants	8	
ARTICLE III AMENDMENTS TO INDENTURE	8	
Section 3.1 Amendment to Section 511 General Reserve Fund	8	
■ Section 3.2 Amendment to Section 507(c)		8
Section 3.3 Amendment to Section 514(a) Assessee's Credit Fund	9	
Section 3.4 Amendment to Section 513(b) Prepayments	9	
Section 3.5 Addition of new Section 516	9	
Section 3.6 Amendment to Section 710(g)	10	
ARTICLE IV SUPPLEMENTAL INDENTURES	10	
Section 4.1 Supplements or Amendments to First Supplemental Indenture	10	
ARTICLE V MISCELLANEOUS	10	
Section 5.1 First Supplemental Indenture as Part of the Original Indenture	10	
Section 5.2 Severability	10	
Section 5.3 Payments Due on Saturdays, Sundays and Flolidays	10	
Section 5.4 Counterparts	11	
Section 5.5 Governing Law	11	
Section 5.6 Rules of Interpretation	11	
Section 5.7 Captions	11	

FIRST SUPPLEMENTAL TRUST INDENTURE

THIS FIRST SUPPLEMENTAL TRUST INDENTURE, made and entered into as of 1, 2021 (this "First Supplemental Indenture"), between the City of Chicago (the "City"), a municipal corporation and home rule unit of local government duly organized and existing under the Constitution and laws of the State of Illinois, and The Bank of New York Mellon Trust Company, N.A., as successor Trustee to BNY Midwest Trust Company (the "Trustee"), a national banking association duly organized, existing and authorized to accept and execute trusts of the character set out in this First Supplemental Indenture, with a corporate trust office in Chicago, Illinois, supplements and amends a Trust Indenture dated as of December 1, 2002 between the City and the Trustee (the "Original Indenture" and as supplemented and amended by this First Supplemental Indenture, the "Indenture");

WITNESSETH:

WHEREAS, by virtue of Section 6(a) of Article VII of the Illinois Constitution of 1970 and pursuant to an ordinance duly adopted by the City Council of the City (the "City Council") on , 2021 (the "Bond Ordinance"), the City is authorized to enter into this First Supplemental Indenture and to do or cause to be done all the acts and things provided or required in this First Supplemental Indenture to be done; and

WHEREAS, the City previously entered into the Original Indenture to provide for the issuance and securing of special assessment improvement bonds for the Lakeshore East Project and which provided for the issuance of refunding bonds in one or more series pursuant to one or more Supplemental Indentures upon satisfaction of the conditions set forth in Article II of the Indenture; and • .

WHEREAS, by virtue of Section 6(1) of Article VII of the Illinois Constitution of 1970 Article 9 of the Illinois Municipal Code, the Special Assessment Supplemental Bond and Procedures Act and pursuant to an ordinance duly adopted by the City Council of the City (the "City Council") on July 25, 2001 (the "Flome Rule Ordinance") and an Ordinance duly adopted by the City Council on October 2, 2002 (the "Series 2002 Bond Ordinance"), the City issued and delivered on January 14, 2003, its \$58,933,000 aggregate original principal amount of City of Chicago Special Assessment Improvement Bonds, Series 2002 (Lakeshore East Project) (the "Series 2002 Bonds") to finance the acquisition and construction of certain local improvements within the City; and

WHEREAS, \$34,938,000 of the Series 2002 Bonds are currently outstanding as of the date hereof; and

WHEREAS, pursuant to the Bond Ordinance and a Notification of Sale executed pursuant thereto, the City has duly authorized the issuance of \$ aggregate principal amount of its Special Assessment Improvement Bonds, Refunding Series 2021 (Lakeshore East Project) (the "Series 2021 Bonds"). The Series 2021 Bonds are being issued for the purpose of refunding in advance of their maturity all of the outstanding Series 2002 Bonds, funding the Debt Service Reserve Requirement for the Series 2021 Bonds, if any, and paying costs related to the issuance of the Series 2021 Bonds and the refunding of the Series 2002 Bonds; and

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WHEREAS, the Series 2021 Bonds and the Trustee's Certificate of Authentication to be endorsed on the Series 2021 Bonds are to be in substantially the form set forth in Exhibit A hereto and incorporated herein with appropriate variations, omissions and insertions as permitted or required by the Original Indenture, this First Supplemental Indenture or the Notification of Sale filed in the Office of the City Clerk pursuant to the Bond Ordinance.

NOW, THEREFORE, THIS FIRST SUPPLEMENTAL INDENTURE WITNESSETH:

ARTICLE I

DEFINITIONS

Section 1.1 Definitions. All capitalized terms used in this First Supplemental Indenture unless otherwise defined in this First Supplemental Indenture shall have the same meaning as used in Article I of the Original Indenture. The following words and phrases shall have the following meanings for purposes of the Original Indenture, as supplemented by this First Supplemental Indenture:

"Authorized Denomination" means \$100,000 or any integral multiple of \$1,000 in excess of that amount.

"Bondholder" means the registered owner of any Bond (as defined herein).

"Bond Ordinance" means the ordinance duly adopted and approved by the City Council of the City on _____, 2021, which authorizes the issuance and sale of the Series 2021 Bonds and the execution of this First Supplemental Indenture.

"Bonds" means the Series 2021 Bonds.

"Date of Issuance" means _____, 2021, the date of issuance and delivery of the Series 2021 Bonds.

"Debt Service Reserve Requirement" means, with respect to the Series 2021 Bonds, as of any particular date, the amount of moneys equal to ten percent (10%) of the original principal amount of the Series 2021 Bonds, less ten percent (10%) of the principal amount of Series 2021 Bonds redeemed by operation of the Prepayment Account of the Debt Service Fund pursuant to Section 403(b) of the Indenture.

"First Supplemental Indenture" means this First Supplemental Trust Indenture dated as of _____, 2021 and any amendments and supplements to it.

"General Reserve Fund Requirement" means with respect to the Series 2021 Bonds an amount equal to \$500,000.

"Indenture" has the meaning set forth in the Recitals. References to Articles and Sections of the Original Indenture or the First Supplemental Indenture shall be deemed to refer to respective Articles and Sections of the Original Indenture and the First Supplemental Indenture as amended from time to time.

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"interest Payment Date" means June 1 and December 1 of each year, commencing 2021.

"Issue Date" means, with respect to the Series 2021 Bonds, , 2021.

"Notification of Sale" means

"Redemption Date" means , 2021, the date on which the Series 2002 Bonds are to be redeemed in full.

"Series 2002 Bonds" has the meaning set forth in the Recitals.

"Series 2002 Defeasance Account" has the meaning set forth in Section 2.5 hereof.

"Series 2021 Bonds" has the meaning set forth in the Recitals.

"Servicing Agreement" means that certain Servicing Agreement dated as of December 1, 2002, an agreement, by and among the City, the Trustee and The Bank of New York Mellon, as successor to BNY Asset Solutions LLC, as Servicer (the "Servicer") providing for the servicing of certain billing and collection procedures for the Assessments, including the Servicing Agreement dated as of December 1, 2002, as amended by a First Supplemental Servicing Agreement dated as of , 2021 by and among the City, the Servicer and the Trustee.

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

"Trustee" means The Bank of New York Mellon Trust Company, N.A., as successor Trustee to BNY Midwest Trust Company.

ARTICLE II

PROVISIONS RELATING TO SERIES 2021 BONDS

Section 2.1 Authorized Amount of Series 2021 Bonds. No Series 2021 Bonds may be issued under the provisions of this First Supplemental Indenture except in accordance with this Article. The Series 2021 Bonds are being issued to provide funds to refund in advance of their maturity all of the outstanding Series 2002 Bonds, to fund the Debt Service Reserve Account in an amount equal to the Debt Service Reserve Requirement, and to pay costs of issuance of the

Series 2021 Bonds and the refunding of the Series 2002 Bonds. The total principal amount of Series 2021 Bonds that may be issued is expressly limited to \$.

Section 2.2 Issuance of Series 2021 Bonds; Terms of Series 2021 Bonds; Payment. The Series 2021 Bonds shall be designated "City of Chicago Special Assessment Improvement Bonds, Refunding Series 2021 (Lakeshore East Project)."

The Series 2021 Bonds shall be dated the Issue Date and shall be issued as registered bonds without coupons. The Series 2021 Bonds shall be issued only in Authorized Denominations. The Series 2021 Bonds shall be numbered consecutively from R-1 upwards bearing numbers not then

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contemporaneously outstanding (in order of issuance) according to the records of the Trustee and may be otherwise distinguished by letter or number as the Trustee deems necessary or appropriate.

The Series 2021 Bonds shall be issued in the aggregate principal amount of and shall mature on December 1 of each of the following years and bear interest at the following interest rates per annum:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2032		

Interest on the Series 2021 Bonds shall be payable on June 1 and December 1 of each year, commencing 1, 2021. The Series 2021 Bonds shall bear interest from their date or from and including the most recent Interest Payment Date with respect to which interest has been paid or duly provided for. Interest shall be calculated on the basis of a 360-day year consisting of twelve 30 day months.

The Series 2021 Bonds are not subject to optional redemption prior to their maturity.

The Series 2021 Bonds maturing December 1, are subject to mandatory redemption by operation of the provisions of this Section 2.2 and Section 508 of the Indenture from amounts on deposit in the Debt Service Account of the Debt Service Fund, in part and by lot, at the Redemption Price equal to the principal amount thereof to be redeemed, without Bond Premium, and payment at maturity on December 1 of the years and in the amounts as follows:

<u>. Year</u>	<u>Amount</u>	<u>Year</u>	<u>. Amount</u>
	\$ \$		
		(final maturity)	

A Sinking Fund Installment is hereby established for each year and in the amounts indicated therefor as set forth in the foregoing table.

The Series 2021 Bonds maturing December 1, 2032 are subject to mandatory redemption by operation of the provisions of this Section 2.2(a) and Section 508 of the Indenture from amounts on deposit in the Debt Service Account of the Debt Service Fund, in part and by lot, at the Redemption Price equal to the principal amount thereof to be redeemed, without Bond Premium, and payment at maturity on December 1 of the years and in the amounts as follows:

Year	Amount	Year Amount
	\$ \$	(final maturity)

A Sinking Fund Installment is hereby established for each year and in the amounts indicated therefor as set forth in the foregoing table.

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The Series 2021 Bonds are further subject to mandatory redemption on any Interest Payment Date, by operation of the Prepayment Account of the Debt Service Fund, in part and by lot, at the Redemption Price equal to 100% of the principal amount of the Series 2021 Bonds to be redeemed plus accrued interest to the date of redemption.

The principal of and interest on the Series 2021 Bonds shall be payable at the principal corporate trust office of the Trustee in the City of Chicago, Illinois, as Paying Agent, and at such offices of any co-Paying Agent or successor Paying Agent or Paying Agents appointed pursuant to the Indenture for the Bonds. Interest on the Series 2021 Bonds shall be payable by check or bank draft mailed or delivered by the Trustee to the Owners as the same appear on the registration books of the City maintained by the Registrar as of the Record Date or, at the option of any Owner of \$1,000,000 or more in aggregate principal amount of Series 2021 Bonds, by wire transfer of immediately available funds to such bank in the continental United States as said Owner shall request in writing to the Registrar.

Section 2.3 Form of Series 2021 Bonds; Temporary Bonds. The Series 2021 Bonds issued under this First Supplemental Indenture shall be substantially in the form set forth in Exhibit A hereto, with such appropriate variations, omissions and insertions as are permitted or required by the Indenture and this First Supplemental Indenture.

Section 2.4 Delivery of Series 2021 Bonds. Upon the execution and delivery of this First Supplemental Indenture, the City shall execute and deliver the Series 2021 Bonds to the Trustee, and the Trustee shall authenticate the Series 2021 Bonds and deliver them to the purchasers as may be directed by the City as provided in this Section 2.4 and in Section 202 and 203 of the Indenture.

Prior to the delivery by the Trustee of any of the Series 2021 Bonds, there shall be filed with the Trustee:

- 1) A copy of the Bond Ordinance, certified by the City Clerk, authorizing the execution and delivery of this First Supplemental Indenture;
- 2) A Bond Counsel Opinion of Co-Bond Counsel to the effect that (i) the Bond Ordinance

has been duly and lawfully adopted by the City Council, is in full force and effect, is valid and binding upon the City and is enforceable in accordance with its terms (except as may be limited by any applicable bankruptcy, liquidation, reorganization, insolvency or other similar laws and by general principles of equity in the event that equitable remedies are sought); (ii) the Indenture and this First Supplemental Indenture have been duly executed and delivered by the City, are valid and binding upon the City and are enforceable in accordance with their terms (except as may be limited by any applicable bankruptcy, liquidation, reorganization, insolvency or other similar laws and by general principles of equity in the event that equitable remedies are sought); (iii) upon the execution, authentication and delivery of the Series 2021 Bonds, the Bonds of such Series will have been duly and validly authorized and issued in accordance with the laws of the State of Illinois, the Indenture and this First Supplemental Indenture; and (iv) interest on the Series 2021 Bonds is excluded from gross income of the holders of such Bonds for federal income tax purposes;

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3) An executed opinion of counsel to the City addressed to the Trustee, in form and substance satisfactory to the Trustee;

4) A Written Request of the City as to the delivery of the Series 2021 Bonds, executed by an Authorized Officer and stating (i) the identity of the purchasers, aggregate purchase price and date of delivery of such Series, and (ii) that no Event of Default has occurred and is continuing under the Indenture; and

5) Original executed counterparts (or copies duly certified by the City Clerk of the City) of the Indenture, the First Supplemental Servicing Agreement and this First Supplemental Indenture.

Section 2.5 Establishment or Continuation of Funds and Accounts. The following Funds and Accounts are hereby established (with respect to the funds and accounts listed in clauses (1), (7) and (8) below) or continued (with respect to the funds and accounts listed in clauses (2), (3), (4), (5) and (6) below) by the City with the Trustee to be held in trust pursuant to the Indenture:

- 1) Series 2021 Costs of Issuance Account;
- 2) Assessment Fund;
- 3) Making and Eeving Fund;
- 4) Debt Service Fund, consisting of a Debt Service Account, a Debt Service Reserve Account, and a Prepayment Account;
- 5) Assessee's Credit Fund, consisting of the Annual Interest Credit Account;
- 6) General Reserve Fund;
- 7) Series 2021 Rebate Fund; and
- 8) Series 2002 Defeasance Account.

Any Fund or Account established or continued pursuant to this Section 2.5 shall be maintained in an account at the Trustee or, with respect to the Making and Levying Fund and Series 2021 Rebate Fund and at the option of the City, at one or more Depositories in the manner contemplated by Section 601 of the Indenture.

Section 2.6 Creation of Series 2002 Defeasance Account. The City establishes with the Trustee a separate segregated account to be known as the "Series 2002 Defeasance Account." There shall be deposited or transferred to the credit of the Series 2002 Defeasance Account the amounts set forth in Section 2.9 hereof. The Trustee shall apply amounts on deposit in the Series 2002 Defeasance Account, to redeem the Series 2002 Bonds as provided in the Trust Indenture on the Redemption Date and in accordance with the written direction of an Authorized Officer. Amounts on deposit in the Series 2002 Defeasance Account shall be held in trust solely for the benefit of the owners of the Series 2002 Bonds, and neither the City nor the Series 2021 Bondholders, shall have any interest in such amounts. Amounts on deposit in the Series 2002

4838-6897-9894 8

Defeasance Account shall be held uninvested or, at the written direction of an Authorized Officer, invested in Defeasance Securities maturing on or prior to the Redemption Date, provided a verification report is delivered to the Trustee in connection with such investment.

Section 2.7 Costs of issuance Account. The City establishes with the Trustee a separate account to be known as the Series 2021 Costs of Issuance Account (the "Costs of Issuance Account"). An initial deposit to the credit of the Costs of Issuance Account is to be made in accordance with Section 2.9(d) hereof. Amounts on deposit in the Costs of Issuance Account shall be disbursed by the Trustee for the payment of fees and expenses incurred by or on behalf of the City in connection with or incident to the issuance and sale of the Series 2021 Bonds upon receipt of a Written Request of the City in the form of Exhibit B. At such time as the Trustee is furnished with a certificate of the City stating that all such fees and expenses have been paid, and in no event later than September 1, 2021, the Trustee shall transfer any moneys remaining in the Costs of Issuance Account to the Debt Service Account.

Section 2.8 Creation of the 2021 Rebate Fund. In the event that the City shall invest moneys in any Fund or Account in any investments that generate income that must be rebated or paid to the United States of America pursuant to Section 148(f) of the Internal Revenue Code of 1986, such income shall be deposited in the Series 2021 Rebate Fund. Moneys in the Series 2021 Rebate Fund, at the direction of the City expressed in a Written Certificate filed with the Trustee, shall be applied to pay such sums as are required to be paid to the United States of America pursuant to Section 148(f) of the Internal Revenue Code of 1986.

Section 2.9 Application of Proceeds. The proceeds derived from the sale of the Series 2021 Bonds in the amount of \$ (which is net of Underwriters' Discount in the amount of \$, plus original issue premium in the amount of \$) shall be applied on the Issue Date as follows:

(a) \$ shall be deposited to the Series 2002 Defeasance Account which shall be applied, together with other amounts transferred to such account as described below, to redeem the Series 2002 Bonds;

b) \$ shall be deposited by the Trustee into the Debt Service

Reserve Account; and

c) \$ _____ shall be deposited by the Trustee into the Series 2021 Costs of Issuance Account to pay costs of issuance at the direction of the City.

In addition, unless otherwise provided in the Notification of Sale, the Trustee shall transfer the following amounts to the Series 2002 Defeasance Account to be applied to redeem the Series 2002 Bonds on the Redemption Date: (i) \$ _____ which constitutes all amounts on deposit in the Debt Service Account, (ii) \$ _____ which constitutes all amounts on deposit in the Debt Service Reserve Fund, (iii) \$ _____ which constitutes all amounts on deposit in the General Reserve Fund in excess of the General Reserve Fund Requirement, (iv) % _____ which constitutes that portion of the amounts on deposit in the Making and Levying Fund in excess of \$300,000, (v) \$ _____ which constitutes all amounts on deposit in the Prepayment Account, and (vi) \$ _____ which constitutes all amounts on deposit in the Improvement Fund.

Section 2.10 Tax Covenants.

The City covenants that it will not take any action or omit to take any action which is lawful and within its power to take, and which, if taken or omitted, would cause interest on any Series 2021 Bond to become subject to federal income taxes in addition to federal income taxes to which interest on the Series 2021 Bonds is subject on the date of original issuance thereof.

The City will not permit any of the proceeds of the Series 2021 Bonds or any facilities financed or refinanced with such proceeds, to be used in any manner that would cause any Series 2021 Bonds to constitute "private activity bonds" within the meaning of Section 141 of the Code

The City will not permit any proceeds of the Series 2021 Bonds or other moneys to be invested in any manner that would cause any Series 2021 Bonds to constitute an "arbitrage bond" within the meaning of Section 148 of the Code or a "hedge bond" within the meaning of Section 149(g) of the Code. The City will comply with the provisions of Section 148(f) of the Code relating to the rebate of certain investment earnings as required by the Code.

ARTICLE III AMENDMENTS

TO INDENTURE

The amendments set forth below are authorized pursuant to Section 1001(h) of the Indenture and shall become effective only upon the issuance of the Series 2021 Bonds and the deposit in the Series 2002 Defeasance Account of proceeds of the Series 2021 Bonds which when added to the deposit of funds contemplated by Section 3.5 are sufficient to pay in full, the principal and interest due on the Bonds on the Redemption Date. By purchase of the Series 2021 Bonds each Owner of the Series 2021 Bonds shall be deemed to have consented to the amendments set forth in this Article.

Section 3.1 Amendment to Section 511 General Reserve Fund. Paragraph (d) of Section 511 of the Original Indenture is hereby amended and restated to read as follows:

(d) After provision has been made for any payments or transfers then required by subsections (a), (b) and (c) of this Section and, provided, amounts on deposit in the General Reserve Fund exceed the General Reserve Fund Requirement, then, the Trustee shall notify the City of the excess amounts on deposit in the General Reserve Fund in excess of the General Reserve Fund Requirement and that it intends to transfer such amounts to the Annual Interest Credit Account unless the City provides alternative directions. In the event the City does not direct the Trustee as to the use of such funds within 30 days of delivery of such notice, the Trustee shall transfer the amount in excess of the General Reserve Fund Requirement to the Annual Interest Credit Account of the Assessee's Credit Fund without any further direction.

Section 3.2 Amendment to Section 507(c). Section 507(c) of the Original Indenture is hereby amended and restated to read as follows:

(c) The Trustee shall notify the City on or prior to December 15 of each year of amounts on deposit in the Making and Levying Fund in excess of \$300,000 not

8

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otherwise required to pay Costs of Making and Levying and that it intends to transfer such amounts to the Annual Interest Credit Account of the Assessee's Credit Fund unless the City provides alternative directions. In the event the City does not direct the Trustee as to the use of such funds within 30 days of delivery of such notice, the Trustee shall transfer the amount of such excess to the Annual Interest Credit Account of the Assessee's Credit Fund.

Section 3.3 Amendment to Section 514(a) Assessee's Credit Fund. Section 514(a) of the Original Indenture is hereby amended and restated as follows:

a) After satisfying any arbitrage rebate obligations owed or to be owed with respect to the Bonds, the Annual Interest Credit Account of the Assessee's Credit Fund shall receive all interest income from the Debt Service Reserve Account at any time that the amount on deposit in the Debt Service Reserve Account is greater than the Debt Service Reserve Requirement. The Annual Interest Credit Account shall also receive amounts transferred from (i) the Making and Levying Fund pursuant to Section 507 hereof and (ii) the General Reserve Fund pursuant to Section 511 (d) hereof. Amounts on deposit in the Annual Interest Credit Account shall be applied as a pro rata credit against the next Installments for which Installment Bills are to be sent by the Servicer. The Trustee shall advise the City and the Servicer of the credit by January 2nd of each year. The Servicer shall reflect such credits on the Installment Bills as provided in the Servicing Agreement. No credit shall be given to any person who will make no payment as part of such Installment due to Prepayment. After such credits have been provided on the next Installment Bill, the Trustee shall transfer amounts on deposit in the Assessee's Credit Fund to the Debt Service Account as directed by the Servicer.

Section 3.4 Amendment to Section 513(b) Prepayments. Section 513(b) of the Original Indenture is hereby amended and restated as follows:

b) The amount of the prepayment of the Assessment with respect to any Lot shall be calculated as follows: (i) a ratio shall be determined which shall be the unpaid amounts in the Roll Component "Total Assessment" for such Lot (taking into account any interest and charges related to

delinquencies in payment) divided by the total of all unpaid Total Assessments (the "Assessee's Quotient"); (ii) the Assessee's Quotient shall be multiplied by the principal amount of the Bonds outstanding, as provided by the Trustee; (iii) the Assessee's Quotient shall be multiplied by the amount on deposit in the Debt Service Reserve Account; (iv) interest shall be calculated from the last Assessment payment date accruing at the rate of 6.75% per annum on the principal amount determined in clause (ii) of this paragraph, (v) the Prepayment amount shall be (ii) plus (iv) less (iii).

Section 3.5 Addition of new Section 516. A new Section 516 is hereby added to the Original Indenture to read as follows:

Section 516. Transfer of Funds Upon Defeasance of Bonds, In the event of the refunding or defeasance of any Bonds, the Trustee shall, upon the direction of the City, withdraw the amounts specified by the City from the following funds: the Debt Service Account, the Debt Service Reserve Account and the Prepayment Account of the Debt

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Service Fund, the Making and Levying Fund, the General Reserve Fund and the Assessment Fund, all or any portion of the amounts accumulated therein and deposit such amounts with itself as Trustee in a segregated account to be held for the payment of the principal or Redemption Price, if applicable, and interest on the Bonds being refunded; provided that such withdrawal shall not be made unless (i) immediately thereafter the Bonds being refunded shall be deemed to have been paid pursuant to Section 1201(b) hereof, and (ii) the amount remaining in the Debt Service Account in the Debt Service Fund, the amount remaining in the General Reserve Fund, the amount remaining in the Debt Service Reserve Account and the amount remaining in the Making and Levying Fund, after giving effect to the issuance of any obligations being issued to refund such Bonds and the disposition of the proceeds thereof, shall not be less than the requirement for such Funds and Accounts as set forth in the applicable supplemental indenture authorizing the issuance of the refunding bonds, In the event of such refunding or defeasance, the City may also direct the Trustee to withdraw from the Debt Service Account in the Debt Service Fund all or any portion of the amounts accumulated therein and deposit such amounts in any fund or account under this Indenture; provided that such withdrawal shall not be made unless items (i) and (ii) referred to hereinabove have been satisfied; and provided further, that, at the time of such withdrawal, there shall exist no deficiency in any fund or account held under this Indenture.

Section 3.6 Amendment to Section 710(g). Section 710(g) is hereby deleted and replaced with the word "Reserved".

ARTICLE IV

SUPPLEMENTAL INDENTURES

Section 4.1 Supplements or Amendments to First Supplemental Indenture. This First Supplemental Indenture may be supplemented or amended in the manner set forth in Articles X and XI of the Original Indenture and pursuant to Section 4.1 herein.

ARTICLE V

MISCELLANEOUS

Section 5.1 First Supplemental Indenture as Part of the Original Indenture. This First Supplemental Indenture shall be construed in connection with and as a part of the Original Indenture and all terms, conditions and covenants contained in the Original Indenture shall apply to and be deemed to be for the equal benefit, security and protection of the Bonds.

Section 5.2 Severability. If any provision of this First Supplemental Indenture shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions contained in this First Supplemental Indenture or render the same invalid, inoperative or unenforceable to any extent.

Section 5.3 Payments Due on Saturdays, Sundays and Holidays. If any payment of interest of or principal or redemption premium on the Series 2021 Bonds is due on a date that is

10

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not a Business Day, payment shall be made on the next succeeding Business Day with the same force and effect as if made on the date which is fixed for such payment, and no interest shall accrue on such amount for the period after such due date.

Section 5.4 Counterparts. This First Supplemental Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 5.5 Governing Law. This First Supplemental Indenture shall be construed in accordance with the provisions of the internal laws of the State of Illinois, without giving effect to any contrary provisions of the laws of the State of Illinois or any other state.

Section 5.6 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 First Supplemental Indenture and not solely to the particular portion in which any such word is used.

Section 5.7 Captions. The captions and headings in this First Supplemental Indenture are for convenience only and in no way define, limit or describe the scope or intent of any provisions or Sections of this First Supplemental Indenture.

[Signature Page Follows]

4838-6897 9894 8

IN WITNESS WHEREOF, the City has caused these presents to be executed in its name and on its behalf by its Chief Financial Officer; and to evidence its acceptance of the trusts created by these presents, the Trustee has caused these presents to be executed in its corporate name and with its corporate seal affixed and attested by its duly authorized officers, as of the date first above written.

CITY OF CHICAGO

By:
Jennie Huang Bennett Chief
Financial Officer

(SEAL) Attest:

By:
City Clerk

THE BANK OF NEW YORK MELLON TRUST COMPANY,
N.A., as Trustee

By:.
Authorized Signatory

(SEAL) Attest:

Authorized Signatory

Exhibit A

(Form of Bond)

UNITED STATES OF AMERICA

CITY OF CHICAGO

SPECIAL ASSESSMENT IMPROVEMENT BOND, REFUNDING SERIES 2021

(LAKESHORE EAST PROJECT)

INTEREST RATE	MATURITY DATE	ISSUE DATE CUSIP
%	December 1,	,2021

REGISTERED OWNER: Cede & Co.

PRINCIPAL AMOUNT: \$

The CITY OF CHICAGO (the "City"), a municipal corporation and home rule unit of the State of Illinois, acknowledges itself indebted and for value received hereby promises to pay, solely from the sources herein set forth, to the registered owner specified above, or registered assigns, the principal amount specified above, on the maturity date specified above, upon presentation and surrender of this bond at the New York, New York office of The Bank of New York Mellon Trust Company, N.A. (the "Trustee") and to pay interest on such principal amount from the date hereof until the principal amount hereof shall have been fully paid at the rate per annum specified above, computed on the basis of a 360 day year consisting of twelve 30 day months and payable on , 20 and semiannually thereafter on the first days of and of each year, interest to maturity being payable by check or draft mailed to the registered owner of record hereof, as of the 15th day of the calendar month next preceding such interest payment date, at the address of such registered owner appearing on the registration books maintained by the City for such purpose at the principal corporate trust office of the Trustee or by wire transfer pursuant to an agreement by and between the City and such registered owner. The principal of, premium, if any, and interest on this bond are payable in legal tender of the United States of America.

This bond is one of a duly authorized series of bonds of the City designated "Special Assessment Improvement Bonds, Refunding Series 2021 (Lakeshore East Project)" and issued in the aggregate principal amount of \$ (the "Bonds") under and pursuant to the provisions of Division 2 of Article 9 of the Illinois Municipal Code, 65 Illinois Compiled Statutes 5/9.-2, the Special Assessment Supplemental Bond and Procedures Act, 50 Illinois Compiled Statutes 460, an ordinance of the City entitled "Amendment of Title 2, Chapter 102 of the Municipal Code of Chicago by Addition of New

Section 075 Regarding Home Rule Powers in
Special Assessment Proceedings" passed by the City Council of the City on _____ and the
Local Government Debt Reform Act. 30 Illinois Compiled Statutes 350, and by virtue of the 2021
Financing Plan Ordinance adopted by the Mayor and City Council of the City on _____.

20 _____ and the Notification of Sale executed pursuant thereto (the "Bond Ordinance"). The Bonds
are issued and secured under a Trust Indenture dated as of December 1, 2002, as supplemented
and amended by a First Supplemental Trust Indenture dated as of _____, 20 _____ (the "First
Supplement") between the City and the Trustee (together, the "Indenture").

The Bonds are not subject to optional redemption prior to maturity.

The Bonds maturing December 1, _____ are subject to mandatory sinking fund
redemption by operation of the Debt Service Account maintained under the Indenture, on
December 1, _____ and on each December 1 thereafter, in part and by lot, at a redemption price
equal to the principal amount to be redeemed and in principal amounts sufficient to satisfy the sinking
fund installments established by the Indenture.

The Bonds maturing December 1, 2032 are subject to mandatory sinking fund redemption
by operation of the Debt Service Account maintained under the Indenture, on
December 1, _____ and on each December 1 thereafter, in part and by lot, at a redemption price
equal to the principal amount to be redeemed and in principal amounts sufficient to satisfy the sinking
fund installments established by the Indenture.

The Bonds are further subject to mandatory redemption by operation of the Prepayment
Account maintained under the Indenture, on any interest payment date, in part and by lot, at a redemption
price equal to 100% of the principal amount of the Bonds to be redeemed plus accrued interest to the
redemption date!

Notice of the redemption of Bonds will be mailed not less than 30 days nor more than 60
days prior to the date fixed for such redemption to the registered owners of Bonds to be redeemed at their
last addresses appearing on such registration books. The Bonds or portions thereof specified in said notice
shall become due and payable at the applicable redemption price on the redemption date therein
designated, and if, on the redemption date, moneys for payment of the redemption price of all the Bonds or
portions thereof to be redeemed, together with interest to the redemption date, shall be available for such
payment on said date, and if notice of redemption shall have been mailed as aforesaid (and
notwithstanding any defect therein or the lack of actual receipt thereof by any registered owner) then from
and after the redemption date interest on such Bonds or portions thereof shall cease to accrue and become
payable.

The Bonds are limited obligations of the City payable solely from all right, title and interest
of the City in the Trust Estate pledged and assigned under the Indenture and consisting of (i) the
Assessment entered by Confirmation Order of the Circuit Court of Cook County, Illinois, entered on
November 12, 2002, as amended, (ii) the assessment lien imposed upon real property in the City that is
subject to the Assessment and (iii) all funds established by the Indenture, except the Assessee's Credit
Fund and any Rebate Fund. Neither the full faith and credit nor the general taxing power of the City is

pledged to the payment of the principal of or any premium or the interest on the Bonds.

The Bonds are all equally and ratably secured and entitled to the protection given by the Indenture. Reference is hereby made to the Indenture and to all indentures supplemental thereto for a description of the provisions, among others, with respect to the nature and extent of

A-2

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the security, the rights, duties and obligations of the City, the Trustee and the registered owners of the Bonds, the issuance of Bonds, and the terms upon which said Bonds are issued and secured.

To the extent and in the respects permitted by the Indenture, the provisions of the Indenture or any indenture supplemental thereto, may be modified or amended by action on behalf of the City taken in the manner and subject to the conditions and exceptions prescribed in the Indenture. Pursuant to the First Supplement certain amendments were made to the Indenture which by acceptance of this Bond the Bondholder has been deemed to have consented to. The pledges and other obligations of the City under the Indenture may be discharged at or prior to the maturity of the Bonds upon the making of provision for the payment thereof on the terms and conditions set forth in the Indenture.

This bond is transferable as provided in the Indenture, only upon the books of the City kept for that purpose at the New York, New York office of the Trustee, by the registered owner hereof in person or by his attorney duly authorized in writing, upon surrender hereof together with a written instrument of transfer satisfactory to the Trustee duly executed by the registered owner or such duly authorized attorney, and thereupon the City shall issue in the name of the transferee, a new Bond or Bonds of the same aggregate principal amount, maturity and interest rate as the surrendered Bond, as provided in the Indenture and upon the payment of the charges, if any, therein prescribed. The City and the Trustee may treat and consider the person in whose name this bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal hereof and interest due hereon and for all other purposes whatsoever.

The Bonds are issuable initially in the form of registered bonds in the denominations of \$100,000, or integral multiples of \$1,000 in excess of \$100,000. The Bonds, upon surrender thereof at the New York, New York office of the Trustee with a written instrument of transfer satisfactory to the Trustee, duly executed by the registered owner or his attorney duly authorized in writing, may, at the option of the registered owner thereof, be exchanged for an equal aggregate principal amount of Bonds of any other authorized denominations and of the same maturity.

The Bonds do not constitute an indebtedness or a loan against the general taxing powers or credit of the City within the meaning of any constitutional or statutory provision or limitation.

The registered owner of this bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Indenture, or to institute, appear in or defend any suit or other proceedings with respect thereto except as provided in the Indenture.

This bond shall not be entitled to any benefit under the Indenture or become valid or obligatory for any purpose until the certificate of authentication hereon has been duly executed by the Trustee.

Procedures Act and that all acts, conditions and things required to exist, happen and be performed precedent to and in the execution and delivery of the Indenture and the issuance of this bond, do exist, have happened and have been performed in the time, form and manner required by law and that the issue of bonds of which this bond is one, together with all other indebtedness of the City, is within every debt and other limit prescribed by law.

Dated: _____, 2021

CITY OF CHICAGO

(SEAL) Attest:

City Clerk

(Form of Certificate of Authentication)

CERTIFICATE OF AUTHENTICATION

This bond is one of the Special Assessment Improvement Bonds, Refunding Series 2021 (Lakeshore East Project), described in the within mentioned Indenture.

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A., as Trustee

By.
Authorized Signatory

(Form of Assignment)

ASSIGNMENT

For value received the undersigned hereby sells, assigns, and transfers unto
the within Bond, and all rights thereunder, and hereby
irrevocably constitutes and appoints attorney to

transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _ Witness:

Exhibit i:

WRITING REQUEST FOR DISBURSEMENT OF FUNDS (COSTS OF
ISSUANCE ACCOUNT)

TO: The Bank of New York Mellon Trust Company, N.A., as Trustee Attention:
Corporate Trust Department Suite 1020
Two North LaSalle Street
Chicago, Illinois 60602

RE: \$
City of Chicago
Special Assessment Improvement Bonds, Refunding Series 20
(Lakeshore East Project)

Amount Requested:

Total Disbursements to Date:

1. Each obligation for which a disbursement is hereby requested is described in reasonable detail in Schedule I hereto together with the name and address of the person, firm, or corporation to whom payment is due, which may include the City for reimbursement of amounts expended, and any other payment instructions.
2. The Issuer hereby certifies that:

A. This written requisition is for payment of costs in connection with the issuance of the above-described Series 2021 Bonds and the specific purpose for which this request is made is described in Schedule I.

B. The disbursement in the amount requested is for payment of a cost which is a proper charge against the Costs of Issuance Account.

C. Payment instructions sufficient to make the requested payment are set forth in Schedule I.

D. No portion of the amount being requested to be disbursed was set forth in any previous request for disbursement.

All capitalized terms herein shall have the meanings assigned to them in the Trust Indenture for the above-referenced Series 2021 Bonds dated as of December 1, 2002, as supplemented and amended by a First Supplemental Indenture dated as of , 2021 by and between the City of

Chicago, Illinois and The Bank of New York Mellon Trust Company, N.A., as Trustee.

By:

Authorized Officer

B-1

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Approved Approved

EXHIBIT B

FIRST SUPPLEMENTAL TRUST INDENTURE

BETWEEN

CITY OF CHICAGO AND

**THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,
AS TRUSTEE**

DATED AS OF FEBRUARY 1, 2022

SECURING

**\$25,216,000 CITY OF CHICAGO SPECIAL ASSESSMENT IMPROVEMENT
BONDS REFUNDING SERIES 2022 (LAKESHORE EAST PROJECT)**

Supplementing and amending a Trust Indenture between the City of Chicago and The Bank of New York Mellon Trust Company, N.A., as successor Trustee to BNY Midwest Trust Company, dated as of December 1, 2002 securing

\$58,933,000 aggregate original principal amount of City of Chicago Special Assessment Improvement Bonds, Series 2002 (Lakeshore East Project).

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FIRST SUPPLEMENTAL TRUST INDENTURE

TABLE OF CONTENTS

(This Table of Contents is not a part of the Indenture and is only for convenience of reference.)

		Page
ARTICLE T DEFINITIONS		2
Section 1.1 Definitions		2
ARTICLE II PROVISIONS RELATING TO SERIES 2022 BONDS		3
Section 2.1 Authorized Amount of Series 2022 Bonds		3
Section 2.2 Issuance of Series 2022 Bonds; Terms of Series 2022 Bonds;		3
Payment:..		3
Section 2.3 Form of Series 2022 Bonds; Temporary Bonds		5
Section 2.4 Delivery of Series 2022 Bonds		5
Section 2.5 Establishment or Continuation of Funds and Accounts....		5
Section 2.6 Creation of Series 2002 Defeasance Account		6
Section 2.7 Costs of Issuance Account.		6
Section 2.8 Creation of the 2022 Rebate Fund		7
Section 2.9 Application of Proceeds		7
Section 2.10 Tax Covenants		7
ARTICLE III AMENDMENTS TO INDENTURE		8
Section 3.1 Amendment to Section 507(c).	8	8
Section 3.2 Amendment to Section 511 General Reserve Fund		8
Section 3.3 Amendment to Section 513(b) Prepayments		9
Section 3.4 Amendment to Section 514(a) Assessee's Credit Fund		9
Section 3.5 Addition of new Section 516		9
Section 3.6 Amendment to Section 710(g)		10
ARTICLE IV SUPPLEMENTAL INDENTURES		10
Section 4.1 Supplements or Amendments to First Supplemental Indenture		10
ARTICLE V MISCELLANEOUS		10
Section 5.1 First Supplemental Indenture as Part of the Original Indenture		10
Section 5.2 Severability		10
Section 5.3 Payments Due on Saturdays, Sundays and Holidays		10
Section 5.4 Counterparts		10
Section 5.5 Governing Law		11
Section 5.6 Rules of Interpretation		11

i

FIRST SUPPLEMENTAL TRUST INDENTURE

THIS FIRST SUPPLEMENTAL TRUST INDENTURE, made and entered into as of February 1, 2022 (this "First Supplemental Indenture"), between the City of Chicago (the "City"), a municipal corporation and home rule unit of local government duly organized and existing under the Constitution and laws of the State of Illinois, and The Bank of New York Mellon Trust Company, N.A., as successor Trustee to BNY Midwest Trust Company (the "Trustee"), a national banking association duly organized, existing and authorized to accept and execute trusts of the character set out in this First Supplemental Indenture, with a corporate trust office in Chicago, Illinois, supplements and amends a Trust Indenture dated as of December 1, 2002 between the City and the trustee (the "Original Indenture" and as supplemented and¹ amended by this First Supplemental Indenture, the "Indenture");

WITNESSETH:

WPIEREAS, by virtue of Section 6(a) of Article VII of the Illinois Constitution of 1970 and pursuant to an ordinance duly adopted by the City Council of the City (the "City Council") on September 14, 2021 (the "Bond Ordinance"), the City is authorized to enter into this First Supplemental Indenture and to do or cause to be done all the acts and things provided or required, in this First Supplemental Indenture to be done; and

WHEREAS, the City previously entered into the Original Indenture to provide for the issuance and securing of special assessment improvement bonds for the Lakeshore East Project and which provided for the issuance of refunding bonds in one or more series pursuant to one or more Supplemental Indentures upon satisfaction of the conditions set forth in Article; II of the Indenture; and

WHEREAS, by virtue of Section 6(1) of Article VII of the Illinois Constitution of 1970, Article 9 of the Illinois Municipal Code, the Special Assessment Supplemental Bond and Procedures Act, the Local Government Debt Reform Act and pursuant to an ordinance duly adopted by the City Council of the City (the "City Council") on July 25, 2001 (the "Home Rule Ordinance") and an Ordinance duly adopted by the City Council on October 2, 2002 (the "Series 2002 Bond Ordinance"), the City issued and delivered on January 14, 2003, its \$58,933,000 aggregate original principal amount of City of Chicago Special Assessment Improvement Bonds, Series 2002 (Lakeshore East Project) (the "Series 2002 Bonds") to finance the acquisition and construction of certain local improvements within the City; and

WHEREAS, \$33,255,000 of the Series 2002 Bonds are currently outstanding as of the date hereof; and

WHEREAS, pursuant to the Bond Ordinance and a Notification of Sale executed pursuant thereto, the City has duly authorized the issuance of \$25,216,000 aggregate principal amount of its Special Assessment Improvement Bonds, Refunding Series 2022 (Lakeshore East Project) (the "Series 2022 Bonds"). The Series 2022 Bonds are being issued for the purpose of refunding all of the outstanding Series 2002 Bonds, funding the Debt Service Reserve Requirement for the Series 2022 Bonds, if any, and paying costs related to the issuance of the Series 2022 Bonds and the refunding of the Series 2002 Bonds; and

WHEREAS, the Series 2022 Bonds and the Trustee's Certificate of Authentication to be endorsed on the Series 2022 Bonds are to be in substantially the form set forth in Exhibit A hereto and incorporated herein with appropriate variations, omissions and insertions as permitted or required by the Original Indenture, this First Supplemental Indenture or the Notification of Sale filed in the Office of the City Clerk pursuant to the Bond Ordinance.

NOW, THEREFORE, THIS FIRST SUPPLEMENTAL INDENTURE WITNESSETH:

ARTICLE I DEFINITIONS

Section 1.1 Definitions. All capitalized terms used in this First Supplemental Indenture unless otherwise defined in this First Supplemental Indenture shall have the same meaning as used in Article 1 of the Original Indenture. The following words and phrases shall have the following meanings for purposes of the Original Indenture, as supplemented by this First Supplemental Indenture:

"Authorized Denomination" means \$100,000 or any integral multiple of \$1,000 in excess of that amount.

"Bondholder" or "Bondowner" means the registered owner of any Bond (as defined herein):

"Bond Ordinance" means the ordinance duly adopted and approved by the City Council of the City on September 14, 2021., which authorizes the issuance and sale of the Series 2022 Bonds and the execution of this First Supplemental Indenture.

"Bonds" means the Series 2022 Bonds.

"Date of Issuance" means February 28, 2022, the date of issuance and delivery of the Series 2022 Bonds.

"Debt Service Reserve Requirement" means, with respect to the Series 2022 Bonds, as of any particular date, the amount of moneys equal to ten percent (10%) of the original principal amount of the Series 2022 Bonds, less ten percent (10%) of the principal amount of Series 2022 Bonds redeemed by operation of the Prepayment Account of the Debt Service Fund pursuant to Section 403(b) of the Indenture.

"First Supplemental Indenture" means this First Supplemental Trust Indenture dated as of February 1, 2022 and any amendments and supplements to it.

"General Reserve Fund Requirement" means with respect to the Series 2022 Bonds an amount equal to \$500,000.

"Indenture" has the meaning set forth in the Recitals. References to Articles and Sections of the Original Indenture or the First Supplemental Indenture shall be deemed to refer to

respective Articles and Sections of the Original Indenture and the first Supplemental Indenture as amended from time to time.

'interest Payment Dale⁷' means June 1 and December 1 of each year, commencing June 1, 2022.

"Issue Date" means, with respect to the Series 2022 Bonds, February 28, 2022.

"Notification of Sale" means the Notification of Sale dated February 15, 2022 executed by the City pursuant to the Bond Ordinance.

"Redemption Date" means March 18, 2022, the date on which the Series 2002 Bonds are to be redeemed in full.

"Series 2002 Bonds" has the meaning set forth in the Recitals.

"Series 2002 Defeasance Account" has the meaning set forth in Section 2.5'hereof.

"Series 2022 Bonds" has the meaning set forth in the Recitals.

"Servicing Agreement" means that certain Servicing Agreement dated as of December 1, 2002, an agreement, by and among the City, the Trustee and The Bank of New York Mellon, as successor to BNY Asset Solutions LLC, as Servicer (the "Servicer") providing for the servicing of certain billing and collection procedures for the Assessments, including the Servicing Agreement dated as of December 1, 2002, as amended by a First Supplemental Servicing Agreement dated as of February 1, 2022 by and among the City, the Servicer and the Trustee.

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

"Trustee" means The Bank of New York Mellon Trust Company, N.A., as successor Trustee to BNY Midwest Trust Company.

ARTICLE II

PROVISIONS RELATING TO SERIES 2022 BONDS

Section 2.1 Authorized Amount of Series 2022 Bonds. No Series 2022 Bonds may be issued under the provisions of this First Supplemental Indenture except in accordance with this Article. The Series 2022 Bonds are being issued to provide funds to refund in advance of their maturity all of the outstanding Series 2002 Bonds, to fund the Debt Service Reserve Account in an amount equal to the Debt Service Reserve Requirement, and to pay costs of issuance of the Series 2022 Bonds and the refunding of the Series 2002 Bonds. The total principal amount of Series 2022 Bonds that may be issued is expressly limited to \$25,216,000.

Section 2.2 Issuance of Series 2022 Bonds: Terms of Series 2022 Bonds; Payment. The Series 2022 Bonds shall be designated "City of Chicago Special Assessment Improvement Bonds, Refunding Series 2022 (Lakeshore East Project)."

The Series 2022 Bonds shall be dated the Issue Date and shall be issued as registered bonds without coupons. The Series 2022 Bonds shall be issued only in Authorized Denominations. The Series 2022 Bonds shall be numbered consecutively from R-1 upwards bearing numbers not then contemporaneously outstanding (in order of issuance) according to the records of the trustee and may be otherwise distinguished by letter or number as the Trustee deems necessary or appropriate.

The Series 2022 Bonds shall be issued in the aggregate principal amount of \$25,216,000 and shall mature on

December 1 of each of the following years and bear interest at the following interest rates per annum:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2022	1,887,000	1.570%
2023	1,776,000	1.990%
2024	1,888,000	2.270%
2025	2,011,000	2.530%
2026	2,143,000	2.690%
2027	2,287,000	2.870%
2028	2,440,000	3.040%
2029	2,608,000	3.200%
2030	2,787,000	3.290%
2031	2,978,000	3.380%
2032	2,411,000	3.450%

Interest on the Series 2022 Bonds shall be payable on June 1 and December 1 of each year, commencing June 1, 2022. The Series 2022 Bonds shall bear interest from their date or from and including the most recent Interest Payment Date with respect to which interest has been paid or duly provided for. Interest shall be calculated on the basis of a 360-day year consisting of twelve 30 day months.

The Series 2022 Bonds are not subject to optional redemption prior to their maturity.

The Series 2022 Bonds are subject to mandatory redemption on any Interest Payment Date, by operation of the Prepayment Account of the Debt Service Fund, in part and by lot, at the Redemption Price equal to 100% of the principal amount of the Series 2022 Bonds to be redeemed plus accrued interest to the date of redemption.

The principal of and interest on the Series 2022 Bonds shall be payable at the principal corporate trust office of the Trustee in the City of Chicago, Illinois, as Paying Agent, and at such offices of any co-Paying Agent or successor Paying Agent or Paying Agents appointed pursuant to the Indenture for the Bonds. Interest on the Series 2022 Bonds shall be payable by check or bank draft mailed or delivered by the Trustee to the Owners as the same appear on the registration books of the City maintained by the Registrar as of the Record Date or, at the option of any Owner of \$1,000,000 or more in aggregate principal amount of Series 2022 Bonds, by wire transfer of immediately available funds to such bank in the continental United States as said Owner shall request in writing to the Registrar.

4

Section 2.3 Form of Series 2022 Bonds; Temporary Bonds. The Series 2022 Bonds issued under this First Supplemental Indenture shall be substantially in the form set forth in Exhibit A hereto, with such appropriate variations, omissions and insertions as are permitted or required by the Indenture and this First Supplemental Indenture.

Section 2.4 Delivery of Series 2022 Bonds. Upon the execution and delivery of this First Supplemental Indenture, the City shall execute and deliver the Series 2022 Bonds to the Trustee, and the Trustee shall authenticate the Series 2022 Bonds and deliver them to the purchasers as may be directed by the City as provided in this Section 2.4 and in Section 202 and 203 of the Indenture.

Prior to the delivery by the Trustee of any of the Series 2022 Bonds, there shall be filed with the Trustee:

- 1) A copy of the Bond Ordinance, certified by the City Clerk, authorizing the execution and delivery of this First Supplemental Indenture;

2) A Bond Counsel Opinion of Co-Bond Counsel to the effect that (i) the Bond Ordinance has been duly and lawfully adopted by the City Council, is in full force and effect, is valid and binding upon the City and is enforceable in accordance with its terms (except as may be limited by any applicable bankruptcy, liquidation, reorganization, insolvency or other similar laws and by general principles of equity in the event : that equitable remedies are sought); (ii) the Indenture including this First Supplemental Indenture have been duly executed and delivered by the City, are valid and binding upon the City and are enforceable in accordance with their terms (except as may be limited by any applicable bankruptcy, liquidation, reorganization, insolvency ;or other similar laws and by general principles of. equity , in the event that equitable remedies are sought); (iii) upon the execution, authentication and delivery of the Series 2022 Bonds, the Bonds pf such Series will have been duly and validly authorized and issued in accordance with the laws of the State of Illinois, the Indenture and this First Supplemental Indenture; and (iv) interest on the Series 2022 Bonds is excluded from gross income ofthe holders of such Bonds, for federal income tax purposes;

3) An executed opinion of counsel lo the City addressed to the Trustee, in form and substance satisfactory to the Trustee;

4) A Written Request ofthe City as to the delivery ofthe Series 2022 Bonds, executed by an Authorized Officer and stating (i) the identity of the purchasers, aggregate purchase price and date of delivery of such Series, and (ii) that no Event of Default has occurred and is continuing under the Indenture; and

5) Original executed counterparts (or copies duly certified by the City Clerk ofthe City) ofthe Indenture, the First Supplemental Servicing Agreement and this First Supplemental Indenture.

Section 2.5 Establishment or Continuation of Funds and Accounts. The following Funds and Accounts are hereby established (with respect to the funds and accounts listed in clauses (1), (7) and (8) below) or continued (with respect to the funds and accounts listed in

5

clauses (2), (3), (4), (5) and (6) below) by the City with the Trustee to be held in trust pursuant to the Indenture:

- 1) Series 2022 Costs of Issuance Account;
- 2) Assessment Fund;
- 3) Making and Levying Fund;
- 4) Debt Service Fund, consisting of a Debt Service Account, a Debt Service Reserve Account, and a Prepayment Account;
- 5) Assesseees' Credit Fund, consisting ofthe Annual Interest Credit Account;
- 6) General Reserve Fund;
- 7) Series 2022 Rebate Fund; and
- 8) Series 2002 Defeasance Account.

Any Fund or Account established or continued pursuant to this Section 2.5 shall be maintained in an account at the Trustee or, with respect to the Making and Levying Fund and Series 2022 Rebate Fund and at the option of the City, at one or more Depositories in the manner contemplated by Section 601 ofthe Indenture.

Section 2.6 Creation of Series 2002 Defeasance Account. The City establishes with the Trustee a separate segregated account to be known as the "Series 2002 Defeasance Account." There shall be deposited or transferred to the credit of the Series 2002 Defeasance Account the amounts set forth in Section 2.9 hereof, and the Trustee shall apply amounts on deposit in the Series 2002 Defeasance Account, to redeem the Series 2002 Bonds as provided in the Indenture on the Redemption Date and in accordance with the written direction of an Authorized Officer. Amounts on deposit in the Series 2002 Defeasance Account shall be held in trust solely for the benefit of the owners of the Series 2002 Bonds, and neither the City nor the Series 2002 Bondholders, shall have any interest in such amounts. Amounts on deposit in the Series 2002 Defeasance Account shall be held uninvested or, at the written direction of an Authorized Officer, invested in Defeasance Securities maturing on or prior to the Redemption Date, provided a verification report is delivered to the Trustee in connection with such investment. After redemption and payment in full of the Series 2002 Bonds any amounts remaining on deposit in the 2002 Defeasance Account shall be transferred to the Debt Service Fund.

Section 2.7 Costs of Issuance Account. The City establishes with the Trustee a separate account to be known as the Series 2002 Costs of Issuance Account (the "Costs of Issuance Account"). An initial deposit to the credit of the Costs of Issuance Account is to be made in accordance with Section 2.9(d) hereof. Amounts on deposit in the Costs of Issuance Account shall be disbursed by the Trustee for the payment of fees and expenses incurred by or on behalf of the City in connection with or incident to the issuance and sale of the Series 2002 Bonds upon receipt of a Written Request of the City in the form of Exhibit B. At such time as the Trustee is furnished with a certificate of the City stating that all such fees and expenses have

6

been paid, and in no event later than September 1, 2022, the Trustee shall transfer any moneys remaining in the Costs of Issuance Account to the Debt Service Account.

Section 2.8 Creation of the Series 2002 Rebate Fund. In the event that the City shall invest moneys in any Fund or Account in any investments that generate income that must be rebated or paid to the United States of America pursuant to Section 148(f) of the Internal Revenue Code of 1986, such income shall be deposited in the Series 2002 Rebate Fund. Moneys in the Series 2002 Rebate Fund, at the direction of the City expressed in a Written Certificate filed with the Trustee, shall be applied to pay such sums as are required to be paid to the United States of America pursuant to Section 148(f) of the Internal Revenue Code of 1986.

Section 2.9 Application of Proceeds. The proceeds derived from the sale of the Series 2002 Bonds in the amount of \$24,934,182.57 (which is net of Underwriter's Discount in the amount of \$281,817.43) shall be applied on the Issue Date as follows:

a) \$22,024,276.10 shall be deposited to the Series 2002 Defeasance Account which shall be applied, together with other amounts (\$11,897,210.44) transferred to such account as described below, to redeem the Series 2002 Bonds;

b) \$2,521,600 shall be deposited by the Trustee into the Debt Service Reserve Account; and

(C) \$388,306.47 (which includes rounding amount of \$266.47) shall be deposited by the Trustee into the Series 2002 Costs of Issuance Account to pay costs of issuance at the direction of the City.

In addition, unless otherwise provided in the Notification of Sale, the Trustee shall transfer the following amounts to the Series 2002 Defeasance Account to be applied to redeem the Series 2002 Bonds on the Redemption Date: (i) \$6.90 which constitutes all amounts on deposit in the Debt Service Account, (ii) \$4,669,903.82 which constitutes all amounts on deposit in the Debt Service Reserve Account, (iii) \$6,032,889.34 which constitutes all amounts on deposit in the General Reserve Fund in excess of the General Reserve Fund Requirement of \$500,000, (iv) \$1,118,845.40 which

constitutes that portion of the amounts on deposit in the Making and Levying Fund in excess of \$300,000, (v) \$70,018.55 which constitutes all amounts on deposit in the Prepayment Account, and (vi) \$5,546.43 which constitutes all amounts on deposit in the Improvement Fund. After making such transfer, the Improvement Fund shall be closed. After making such transfers, the Trustee shall retain in the General Reserve Fund \$500,000 and shall retain in the Making and Levying Fund \$300,000.

Section 2.10 Tax Covenants.

The City covenants that it will not take any action or omit to take any action which is lawful and within its power to take, and which, if taken or omitted, would cause interest on any Series 2022 Bond to become subject to federal income taxes in addition to federal income taxes to which interest on the Series 2022 Bonds is subject on the date of original issuance thereof.

7

The City will not permit any of the proceeds of the Series 2022 Bonds or any facilities financed or refinanced with such proceeds, to be used in any manner that would cause any Series 2022 Bonds to constitute "private activity bonds" within the meaning of Section 141 of the Code.

The City will not permit any proceeds of the Series 2022 Bonds or other moneys to be invested in any manner that would cause any Series 2022 Bonds to constitute an "arbitrage bond" within the meaning of Section 148 of the Code or a "hedge bond" within the meaning of Section 149(g) of the Code. The City will comply with the provisions of Section 148(f) of the Code relating to the rebate of certain investment earnings as required by the Code.

ARTICLE III AMENDMENTS TO INDENTURE

The amendments set forth below are authorized pursuant to Section 1001(h) of the Indenture and shall become effective only upon the issuance of the Series 2022 Bonds and the deposit in the Series 2002 Defeasance Account of proceeds of the Series 2022 Bonds which when added to the deposit of funds contemplated, by Section 3.5 are sufficient to pay in full the principal and interest due on the Bonds on the Redemption Date. By purchase of the Series 2022 Bonds each Owner of the Series 2022 Bonds shall be deemed to have consented to the amendments set forth in this Article.

Section 3.1 Amendment to Section 507(c). Section 507(c) of the Original Indenture is hereby amended and restated "to read as follows:

c) The Trustee shall notify the City on or prior to December 15 of each year of amounts on deposit in the Making and Levying Fund in excess of \$300,000 not otherwise required to pay Costs of Making and Levying and that it intends to transfer such amounts to the Annual Interest Credit Account of the Assessee's Credit Fund unless the City provides alternative directions. In the event the City does not direct the Trustee as to the use of such funds within 30 days of delivery of such notice, the Trustee shall transfer the amount of such excess to the Annual Interest Credit Account of the Assessee's Credit Fund.

Section 3.2 Amendment to Section 511 General Reserve Fund. Section 511(d) of the Original Indenture is hereby amended and restated to read as follows:

d) After provision has been made for any payments or transfers then required by subsections (a), (b) and (c) of this Section and, provided, amounts on deposit in the General Reserve Fund exceed the General Reserve Fund Requirement, then, the Trustee shall notify the City of the amounts on deposit in the General

Reserve Fund in excess of the General Reserve Fund Requirement and that it intends to transfer such amounts to the Annual Interest Credit Account of the Assessee's Credit Fund unless the City provides alternative directions. In the event the City does not direct the Trustee as to the use of such funds within 30 days of delivery of such notice, the Trustee shall transfer the amount in excess of the General Reserve Fund Requirement to the Annual Interest Credit Account of the Assessee's Credit Fund without any further direction.

8

Section 3.3 Amendment to Section 513(h) Prepayments. Section 513(b) of the Original Indenture is hereby amended and restated to read as follows:

(b) The amount of the prepayment of the Assessment with respect to any Lot shall be calculated as follows: (i) a ratio shall be determined which shall be the unpaid amounts in the Roll Component "Total Assessment" for such Lot (taking into account any interest and charges related to delinquencies in payment) divided by the total of all unpaid Total Assessments (the "Assessee's Quotient"); (ii) the Assessee's Quotient shall be multiplied by the principal amount of the Bonds outstanding, as provided by the Trustee; (iii) the Assessee's Quotient shall be multiplied by the amount on deposit in the Debt Service Reserve Account; (iv) interest shall be calculated from the last Assessment payment date accruing at the rate of 6.75% per annum on the principal amount determined in clause (ii) of this paragraph, (v) the Prepayment amount shall be (ii) plus (iv) less (iii).

Section 3.4 Amendment to Section 514(a) Assessee's Credit Fund. Section 514(a) of the Original Indenture is hereby amended and restated to read as follows:

(a) After satisfying any arbitrage rebate obligations owed or to be owed with respect to the Bonds, the Annual Interest Credit Account of the Assessee's Credit Fund shall receive all interest income from the Debt Service Reserve Account at any time that the amount on deposit in the Debt Service Reserve Account is greater than the Debt Service Reserve Requirement. The Annual Interest Credit Account shall also receive amounts transferred from (i) the Making and Levying Fund pursuant to Section 507 hereof and (ii) the General Reserve Fund pursuant to Section 511(d) hereof. Amounts on deposit in the Annual Interest Credit Account shall be applied as a pro rata credit against the next Installments for which Installment Bills are to be sent by the Servicer. The Trustee shall advise the City and the Servicer of the credit by January 2nd of each year. The Servicer shall reflect such credits on the Installment Bills as provided in the Servicing Agreement. No credit shall be given to any person who will make no payment as part of such Installment due to Prepayment. After such credits have been provided on the next Installment Bill, the Trustee shall transfer amounts on deposit in the Assessee's Credit Fund to the Debt Service Account as directed by the Servicer.

Section 3.5 Addition of new Section 516. A new Section 516 is hereby added to the Original Indenture to read as follows:

Section 516. Transfer of Funds Upon Defeasance of Bonds. In the event of the refunding or defeasance of any Series 2002 Bonds, the Trustee shall, upon the direction of the City, withdraw the amounts specified by the City from: the Debt Service Account, the Debt Service Reserve Account and the Prepayment Account of the Debt Service Fund; the Making and Levying Fund; the General Reserve Fund; the Improvement Fund; and the Assessment Fund, and deposit such amounts with itself as Trustee in a segregated account to be held for the payment of the principal or Redemption Price, if applicable, and interest on the Bonds being refunded; provided that such withdrawal shall not be made unless (i) immediately thereafter the Bonds being refunded shall be deemed to have been paid pursuant to Section 1201(b) hereof, and (ii) the amount remaining in the Debt

i

Service Account in the Debt Service Fund, the amount remaining in the General Reserve Fund, the amount remaining in the Debt Service Reserve Account and the amount remaining in the Making and Levying Fund, after giving effect to the issuance of any obligations being issued to refund such Bonds and the disposition of the proceeds thereof, shall not be less than the requirement for such Funds and Accounts as set forth in the applicable supplemental indenture authorizing the issuance of the refunding bonds. In the event of such refunding or defeasance, the City may also direct the Trustee to withdraw from the Debt Service Account in the Debt Service Fund all or any portion of the amounts accumulated therein and deposit such amounts in any fund or account under this Indenture; provided that such withdrawal shall not be made unless items (i) and (ii) referred to hereinabove have been satisfied; and provided further, that, at the time of such withdrawal, there shall exist no deficiency in any fund or account held under this Indenture.

Section 3.6 Amendment to Section 710(g). Section 710(g) is hereby deleted and replaced with the word "Reserved".

ARTICLE IV SUPPLEMENTAL INDENTURES

Section 4.1 Supplements or Amendments to First Supplemental Indenture. This First Supplemental Indenture may be supplemented or amended in the manner set forth in Articles X and XI of the Original Indenture and pursuant to Section 4.1 herein.

ARTICLE V MISCELLANEOUS

Section 5.1 First Supplemental Indenture as Part of the Original Indenture. This First Supplemental Indenture shall be construed in connection with and as a part of the Original Indenture and all terms, conditions and covenants contained in the Original Indenture shall apply to and be deemed to be for the equal benefit, security and protection of the Bonds.

Section 5.2 Severability. If any provision of this First Supplemental Indenture shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions contained in this First Supplemental Indenture or render the same invalid, inoperative or unenforceable to any extent.

Section 5.3 Payments Due on Saturdays, Sundays and Holidays. If any payment of interest of or principal or redemption premium on the Series 2022 Bonds is due on a date that is not a Business Day, payment shall be made on the next succeeding Business Day with the same force and effect as if made on the date which is fixed for such payment, and no interest shall accrue on such amount for the period after such due date.

Section 5.4 Counterparts. This First Supplemental Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 5.5 Governing Law. This First Supplemental Indenture shall be construed in accordance with the provisions of the internal laws of the State of Illinois, without giving effect to any contrary provisions of the laws of the State of Illinois or any other state.

Section 5.6 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 First Supplemental Indenture and not solely to the particular portion in which any such word is used.

Section 5.7 Captions. The captions and headings in this First Supplemental Indenture are for convenience only and in no way define, limit or describe the scope or intent of any provisions or Sections of this First Supplemental Indenture.

[Signature Page Follows]

IN WITNESS WHEREOF, the City has caused these presents to be executed in its name and on its behalf by its Chief Financial Officer; and to evidence its acceptance of the trusts created by these presents, the Trustee has caused these presents to be executed in its corporate name and with its corporate seal affixed and attested by its duly authorized officers, as of the date first above written.

CITY OF CHICAGO

Jenn H. Bennett Chief Financial Officer

Attest:

City Clerk

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as
Trustee

By:
Authorized Signatory

Attest:

Authorized Signatory

[Signature Page to First Supplemental Trust Indenture!]

IN WITNESS WHEREOF, the City has caused these presents to be executed in its name and on its behalf by its Chief Financial Officer; and to evidence its acceptance of the trusts created by these presents, the Trustee has caused these presents to be executed in its corporate name and with its corporate seal affixed and attested by its duly authorized officers, as of the date first above written.

CITY OF CHICAGO

Jennie Huang Bennett Chief Financial Officer

Attest:

City Clerk

THE BANK OF NEW YORK MELLON TRUST COMPANY, NLA., .as
Trustee

(SEAL)

Attest:

Authorized Signatory

[Signature Page to First Supplemental Trust Indenture]

Exhibit A

(Form of Bond)

UNITED STATES OF AMERICA

CITY OF CHICAGO

SPECIAL ASSESSMENT IMPROVEMENT BOND, REFUNDING SERIES 2022

(LAKESHORE EAST PROJECT)

INTEREST RATE MATURITY DATE ISSUE DATE CUSIP

% December 1, __, 2022

REGISTERED OWNER: Cede & Co.

PRINCIPAL AMOUNT: \$

The CITY OF CHICAGO (the "City"), a municipal corporation and home rule unit of the State of Illinois, acknowledges itself indebted and for value received hereby promises to pay, solely from the sources herein set forth, to the registered owner specified above* or registered assigns, the principal amount specified above, on the maturity date specified above, upon presentation and surrender of this bond at the New York, New York office of The Bank of New York Mellon Trust Company, N.A. (the "Trustee") and to pay interest on such principal amount from the date hereof until the principal amount hereof shall have been fully paid at the rate per annum specified above, computed on the basis of a 360 day year consisting of twelve 30 day months and payable on June 1, 2022 and semiannually thereafter on the first days of June and December of each year, interest to maturity being payable by check or draft mailed to the registered owner of record hereof, as of the 15th day of the calendar month next preceding such interest payment date, at the address of such registered owner appearing on the registration books maintained by the City for such purpose at the principal corporate trust office of the Trustee or by wire transfer pursuant to an agreement by and between the City and such registered owner. The principal of, premium, if any, and interest on this bond are payable in legal tender of the United States of America.

This bond is one of a duly authorized series of bonds of the City designated "Special Assessment Improvement Bonds, Refunding Series 2022 (Lakeshore East Project)" and issued in the aggregate principal amount of \$25,216,000 (the "Bonds") under and pursuant to the provisions of Division 2 of Article 9 of the Illinois Municipal Code, 65 Illinois Compiled Statutes 5/9-2, the Special Assessment Supplemental Bond and Procedures Act, 50 Illinois Compiled Statutes 460, and Section 2-102-075 of the Municipal Code of the City of Chicago and the Local Government Debt Reform Act, 30 Illinois Compiled Statutes 350. and by virtue of an Ordinance adopted City Council of the City on September 14, 2021 and approved by the Mayor and the Notification of Sale executed pursuant thereto (the "Bond Ordinance"). The Bonds are issued and secured under a Trust Indenture dated as of December 1, 2002, as supplemented and

A-1

amended by a First Supplemental Trust Indenture dated as of February 1, 2022 (the "First Supplement") between the City and the Trustee (together, the "Indenture").

The Bonds are not subject to optional redemption prior to maturity.

The Bonds are subject to mandatory redemption by operation of the Prepayment Account maintained under the Indenture, on any interest payment date, in part and by lot, at a redemption price equal to 100% of the principal amount of the Bonds to be redeemed plus accrued interest to the redemption date.

Notice of the redemption of Bonds will be mailed not less than 30 days nor more than 60 days prior to the date fixed for such redemption to the registered owners of Bonds to be redeemed at their last addresses appearing on such registration books. The Bonds or portions thereof specified in said notice shall become due and payable at the applicable

redemption price on the redemption date therein designated, and if, on the redemption date, moneys for payment of the redemption price of all the Bonds or portions thereof to be redeemed, together with interest to the redemption date, shall be available for such payment on said date, and if notice of redemption shall have been mailed as aforesaid (and notwithstanding any defect therein or the lack of actual receipt thereof by any registered owner) then from and after the redemption date interest on such Bonds or portions thereof shall cease to accrue and become payable.

The Bonds are limited obligations of the City payable solely from all right, title and interest of the City in the Trust Estate pledged and assigned under the Indenture and consisting of (i) the Assessment entered by Confirmation Order of the Circuit Court of Cook County, Illinois, entered on November 12, 2002, as amended, (ii) the assessment lien imposed upon real property in the City that is subject to the Assessment and (iii) all funds, established by the Indenture, except the Assessee's Credit Fund and any Rebate Fund. Neither the full faith and credit nor the general taxing power of the City is pledged to the payment of the principal of or any premium or the interest on the Bonds.

The Bonds are all equally and ratably secured and entitled to the protection given by the Indenture. Reference is hereby made to the Indenture and to all indentures supplemental thereto for a description of the provisions, among others, with respect to the nature and extent of the security, the rights, duties and obligations of the City, the Trustee and the registered owners of the Bonds, the issuance of Bonds, and the terms upon which said Bonds are issued and secured.

To the extent and in the respects permitted by the Indenture, the provisions of the Indenture or any indenture supplemental thereto, may be modified or amended by action on behalf of the City taken in the manner and subject to the conditions and exceptions prescribed in the Indenture. Pursuant to the First Supplement certain amendments were made to the Indenture which by acceptance of this Bond the Bondholder has been deemed to have consented to. The pledges and other obligations of the City under the Indenture may be discharged at or prior to the maturity of the Bonds upon the making of provision for the payment thereof on the terms and conditions set forth in the Indenture.

This bond is transferable as provided in the Indenture, only upon the books of the City kept for that purpose at the New York, New York office of the Trustee, by the registered owner hereof in person or by his attorney duly authorized in writing, upon surrender hereof together with a written instrument of transfer satisfactory to the Trustee duly executed by the registered owner or such duly authorized attorney, and thereupon the City shall issue in the name of the transferee, a new Bond or Bonds of the same aggregate principal amount, maturity and interest rate as the surrendered Bond, as provided in the Indenture and upon the payment of the charges, if any, therein prescribed. The City and the Trustee may treat and consider the person in whose name this bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal hereof and interest due hereon and for all other purposes whatsoever.

The Bonds are issuable initially in the form of registered bonds in the denominations of \$100,000, or integral multiples of \$1,000 in excess of \$100,000. The Bonds, upon surrender thereof at the New York, New York office of the Trustee with a written instrument of transfer satisfactory to the Trustee, duly executed by the registered owner or his attorney duly authorized in writing, may, at the option of the registered owner thereof, be exchanged for an equal aggregate principal amount of Bonds of any other authorized denominations and of the same maturity.

The Bonds do not constitute an indebtedness or a loan against the general taxing powers or credit of the City, the County of Cook or the State of Illinois within the meaning of any constitutional or statutory provision or limitation.

The registered owner of this bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Indenture, or to institute, appear in or defend any suit or other proceedings with respect thereto except as provided in the Indenture.

This bond shall not be entitled to any benefit under the Indenture or become valid or obligatory for any purpose until the certificate of authentication hereon has been duly executed by the Trustee.

It is hereby certified, recited and declared that this bond is issued in part pursuant to the Local Government Debt Reform Act and the Special Assessment Supplemental Bond and Procedures Act and that all acts, conditions and things required to exist, happen and be performed precedent to and in the execution and delivery of the Indenture and the issuance of this bond, do exist, have happened and have been performed in the time, form and manner required by law and that the issue of bonds of which this bond is one, together with all other indebtedness of the City, is within every debt and other limit prescribed by law.

A-3

IN WITNESS WHEREOF, the City of Chicago, has caused this bond to be executed by the manual or facsimile signatures of its Mayor and its City Clerk and its corporate seal, or a facsimile thereof, to be impressed or reproduced hereon.

CITY OF CHICAGO

(SEAL) Attest:

(Form of Certificate of Authentication) CERTIFICATE OF AUTHENTICATION

This bond is one of the Special Assessment Improvement Bonds, Refunding Series 2022 (Lakeshore East Project),, described in the within mentioned Indenture.

THE BANK OF NEW YORK MELLON TRUST COMPANY,
N.A., as Trustee

By

Authorized Signatory

A-4

(Form of Assignment) ASSIGNMENT

For value received the undersigned hereby sells, assigns, and transfers unto
the within Bond, and all rights thereunder, and hereby
irrevocably constitutes and appoints attorney to
transfer the within Bond on the books kept for registration thereof, with full power, of substitution in the premises.

Dated: _ Witness:

A-5
Exhibit B

**WRITTEN REQUEST FOR DISBURSEMENT OF FUNDS (COSTS OF
ISSUANCE ACCOUNT)**

TO: The Bank of New York Mellon Trust Company, N.A., as Trustee Attention: Corporate
Trust Department Two North LaSalle Street Chicago, Illinois 60602

RE: \$25,216,000

City of Chicago

Special Assessment Improvement Bonds, Refunding Series 2022 (Lakeshore East
Project)

Amount Requested:

Total Disbursements to Date:

1. Each obligation for which a disbursement is hereby requested is described in reasonable detail in Schedule I hereto together with the name and address of the person, firm, or corporation to whom payment is due, which may include the City for reimbursement of amounts expended, and any other payment instructions.

2. The City hereby certifies that:

A. This written requisition is for payment of costs in connection with the issuance of the above-described Series 2022 Bonds and the specific purpose for which this request is made is described in Schedule I.

B. The disbursement in the amount requested is for payment of a cost which is a proper charge against the Costs of Issuance Account.

C. Payment instructions sufficient to make the requested payment are set forth in Schedule I.

D. No portion of the amount being requested to be disbursed was set forth in any previous request for

disbursement.

All capitalized terms herein shall have the meanings assigned to them in the Trust Indenture for the above-referenced Series 2022 Bonds dated as of December 1, 2002, as supplemented and amended by a First Supplemental Indenture dated as of February 1, 2022 by and between the City of Chicago, Illinois and The Bank of New York Mellon Trust Company, N.A., as Trustee.

By:
Authorized Officer

B-1

Schedule I j

EXHIBIT C

BOND PURCHASE AGREEMENT

**\$25,216,000.00 CITY OF CHICAGO Special Assessment
Improvement Bonds, Refunding Series 2022 (Lakeshore East
Project)**

February 15, 2022

City of Chicago
121 North LaSalle Street, 7th Floor Chicago, Illinois 60602
Attention: Chief Financial Officer

Ladies and Gentlemen:

The undersigned, Loop Capital Markets LLC (the "Underwriter"), hereby offers to enter into this Bond Purchase Agreement (the "Agreement") with the City of Chicago (the "City"), for the purchase by the Underwriter, and sale by the City, of all but not less than all of \$25,216,000.00 of the City's Special Assessment Improvement Bonds, Refunding Series 2022 (Lakeshore East Project) (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 9:00 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 Underwriter.

The Underwriter is duly authorized 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. The Underwriter hereby 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 Underwriter is to purchase the Bonds for the sole limited purpose of resale to thirty-five or fewer Qualified Institutional Buyers as defined in Rule 144A of the Securities Act of 1933 who meet the requirements of and have executed and delivered to the Underwriter an Investor Letter in the form of Annex 1 prior to or contemporaneously with their purchase of the Bonds (the "Investors") in an arm's-length commercial transaction between the City and the Underwriter. The Underwriter has financial and other interests that differ from those of the City.

Certain capitalized terms have the meaning ascribed to them herein and in Exhibit A attached hereto. Capitalized terms not otherwise defined herein and therein shall have the meanings ascribed thereto in the Limited Offering Memorandum (including but not limited to Appendix A attached thereto).

1

1. Agreement to Sell and Purchase.

A) Upon the terms and conditions and based upon the representations, warranties and covenants set forth herein, the Underwriter hereby agrees to purchase from the City and the City hereby agrees to sell to the Underwriter, all (but not less than all) of the Bonds at a price equal to \$24,934,182.57 which represents the aggregate principal amount of the Bonds less an Underwriter's discount of \$281,817.43. The Bonds shall have the dated date, maturity dates, optional and mandatory redemption provisions and shall bear interest at the rates set forth in Schedule I hereto and being further described in the final Limited Offering Memorandum 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 Underwriter at the Closing (as defined in Section .8 hereof) and a condition to the Underwriter's obligation to purchase and pay for the Bonds that all Bonds be issued, sold and delivered by the City at the Closing. The Underwriter confirms that the Underwriter has offered and will sell the Bonds as a limited offering solely to the Investors on or before the date of this Agreement at the offering price or prices set forth under "Terms of Bonds" contained in Schedule I.

C) Establishment of Issue Price. The Underwriter 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 G with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, 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 of the Bonds to the Investors.

Except as otherwise set forth in Exhibit G, 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 Investors 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 the time of the execution of this Agreement, the Underwriter shall report to the City the price or prices at which the Underwriter has sold to the Public each maturity of the Bonds with the same credit and payment terms.

The Underwriter confirms that the Underwriter has 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 G attached hereto, except as otherwise set forth therein. Exhibit G 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 Underwriter 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 Underwriter 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:

(a) the close of the fifth (5th) Business Day after the sale date; or

fb) the date on which the Underwriter has 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.

The Underwriter shall promptly advise the City when the Underwriter has sold 10% of that maturity of the Bonds with the same credit and payment terms 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 (5th) Business Day after the sale date.

The Underwriter shall be solely liable for its failure to comply with its agreement regarding 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 and the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party 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 regarding the hold-the-offering-price rule as applicable to the Bonds.

The Underwriter confirms that any agreement among the Underwriter and any selling group agreement and each third-party distribution agreement relating to the initial sale of the Bonds to the Public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group, and each broker-dealer that is a party to such third-party distribution agreement as applicable, to (A)(i) 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 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 (ii) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Underwriter and as set forth in the related pricing wires, (B) promptly notify the Underwriter 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 (C) acknowledge that, unless otherwise advised by the Underwriter, dealer or broker-dealer, the Underwriter shall assume that each order submitted by the Underwriter, dealer or broker-dealer is a sale to the Public.

The Underwriter acknowledges that sales of any Bonds to any person that is a related party to an underwriter (as defined below) participating in the initial sale of the Bonds to the Public (each such term being used as defined below) shall not constitute sales to the Public for purposes of this section I. Further, for purposes of this section 1(C),

(i) "Underwriter" means (A) any person that agrees pursuant to a written contract with the City or with the 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 Investors (including a member of a

selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the Public".

ii) 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) more than 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),

iii) "sale date" means the date of execution of this Agreement by all parties,
and

iv) "Public" means any person other than an underwriter or a related party to an underwriter.

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 September 14, 2021, including a Notification of Sale executed pursuant thereto (collectively, the "Bond Ordinance"), and the Bonds will be issued pursuant to and secured by the Trust Indenture (as defined in the Preliminary Limited Offering Memorandum), between the City and The Bank of New York Mellon Trust Company, N.A., as Trustee, Bond Registrar and Paying Agent 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 Limited Offering Memorandum. Attached hereto as Exhibit B is a copy of the Preliminary Limited Offering Memorandum of the City, dated January 31, 2022 (the "Preliminary Limited Offering Memorandum"). The Developer and the Servicer executed as of the date of the Preliminary Offering Memorandum their respective certificates attached hereto as Exhibits I and J. As of the date of this Agreement, the Developer and the Servicer have executed their respective bring down certificates as contemplated by Exhibits I and J in the form attached hereto as Exhibits I-1 and J-1.

4. Offering Price. The Underwriter has agreed to make a bona fide limited offering of the Bonds solely to Investors at the initial offering prices set forth on Schedule I. The Underwriter will provide the City and Co-Bond Counsel (as defined herein) with a closing certificate confirming the offering yields and prices of the Bonds and the Underwriter acknowledges 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.

4

5. The Limited Offering Memorandum.

A) The City shall provide, or cause to be provided, at its expense, to the Underwriter 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 Limited Offering Memorandum of the City, dated the date hereof, relating to the Bonds (the "Limited Offering Memorandum"), signed on behalf of the City by the Chief Financial Officer. Such delivery of the Limited Offering Memorandum 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"). The City shall prepare the Limited Offering Memorandum, including any amendments thereto, in word-searchable PDF format as described in the MSRB Rule G-32 and shall provide the electronic copy of the word-searchable PDF format of

the Limited Offering Memorandum to the Underwriter no later than one (1) Business Day prior to the Closing, to enable the Underwriter to comply with MSRB Rule G-32.

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 Lake Shore East Project, the Special Assessment, the Special Assessment Area, the Bond Ordinance or the Bonds, shall occur which would cause any statement of a material fact contained in the Limited Offering Memorandum to be materially incorrect or materially incomplete, the City will promptly notify the Underwriter 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 Underwriter to amend or supplement the Limited Offering Memorandum 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 or cause to be prepared and furnish to the Underwriter a reasonable number of copies of an amendment of or a supplement to such Limited Offering Memorandum in form and substance satisfactory to the City and the Underwriter, at the City's sole cost and expense, which will so amend or supplement such Limited Offering Memorandum so that, as amended or supplemented, the Limited Offering Memorandum 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 Closing or the date on which an Underwriter no longer retains an unsold balance of the Bonds for sale to the Investors. The Underwriter agrees that the date on which the end of the underwriting period shall occur shall be the date of the Closing, unless the Underwriter otherwise notifies the City in writing prior to twenty-five (25) days after the date of the Closing that, to the best of its knowledge, the Underwriter retains for sale 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 Underwriter that, to the best of its 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 Closing.

C) At or prior to the Closing, the Underwriter shall file, or cause to be filed, the Limited Offering Memorandum with the MSRB in compliance with the rules of the SEC and the MSRB. Promptly after the date after which the Underwriter (or any person that agrees

5

pursuant to a written contract directly or indirectly with the Underwriter to participate in the initial sale of the Bonds to the Investors (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds) does not retain, directly or as a member of an underwriting syndicate, an unsold balance of the Bonds, the Underwriter shall notify the City of such date in writing.

6. Representations, Warranties and Covenants of the City. The City represents and warrants to the Underwriter 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 Bond Ordinance, which remains in full force and effect; (ii) duly approved the execution and delivery of the First Supplemental Trust Indenture; (iii) duly authorized the use of the Preliminary Limited Offering Memorandum prior to the date hereof in connection with the limited offering and sale of the Bonds (iv) duly authorized the execution, delivery and distribution of the Limited Offering Memorandum in connection with the limited offering and sale of the Bonds; (v) duly authorized the execution of the First Supplemental Servicing Agreement, amending the Servicing Agreement which, remains in full force and effect and (vi) duly authorized and approved the execution and delivery of the Bonds, and this Agreement.

C) The City has full legal right, power and authority to: (i) adopt the Bond Ordinance; (ii) execute and deliver this Agreement, the First Supplemental Trust Indenture, the First Supplemental Servicing Agreement; (iii) to deliver the Limited Offering Memorandum; (iv) issue, sell and deliver the Bonds to the Underwriter pursuant to the Bond Ordinance and the Trust Indenture and as provided in this Agreement; and (v) pay for the Bonds from the sources pledged as provided under the Bond Ordinance and the Trust Indenture for their payment.

D) The adoption of the Bond Ordinance and compliance with the provisions thereof do not, the execution and delivery of this Agreement, the First Supplemental Trust Indenture and the First Supplemental Servicing Agreement, the delivery of the Limited Offering Memorandum, and the issuance and the sale and delivery of the Bonds to the Underwriter 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.

(L) 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 Servicing Agreement, the Bond Ordinance, the Trust Indenture and the Bonds have been obtained or made.

6

F) Other than the Prior Bonds and otherwise as specifically set forth in the Limited Offering Memorandum, there are no existing liens, claims, charges or encumbrances on or rights to any funds, revenues or interests pledged pursuant to the Bond Ordinance or the Trust Indenture which are senior to, or on a parity with, the claims of the holders of the Bonds. Other than the Prior Bonds and otherwise as specifically disclosed in the Limited Offering Memorandum, the City has not entered into any contract or arrangements of any kind, and there is no existing, or to the knowledge of the City, pending, threatened, or anticipated event or circumstance that would give rise to any lien, claim, charge or encumbrance on or right to the assets, properties, funds, or interests pledged pursuant to the Bond Ordinance of the Trust Indenture which would be prior to, or on a parity with, the claims of the holders of the Bonds.

G) Except as disclosed in the Limited Offering Memorandum (i) there is no action, suit, proceeding or investigation, at law or in equity, before or by any court or any governmental agency or public board or body, pending against the City or, to the knowledge of the City, threatened against the City, to restrain or enjoin, or threatening or seeking to restrain or enjoin, the issuance, sale or delivery of the Bonds or the delivery by the City of those Ancillary Documents (as defined herein) executed by the City ("City Ancillary Documents"), or the collection of the Assessments, or in any way contesting or affecting the validity of the Special Assessment Ordinance, the Home Rule Ordinance, the Bonds, the Bond Ordinance or the City Ancillary Documents, or in any way questioning or affecting (a) the proceedings under which the Bonds are to be issued, (b) the validity or enforceability of any provision of the Bonds, the Special Assessment Ordinance, the Bond Ordinance, the Home Rule Ordinance, the Trust Indenture, the Servicing Agreement, the City Ancillary Documents or this Agreement, or (c) the authority of the City to bill and collect the Assessments, or to perform its obligations hereunder or with respect to the Bonds, or to consummate any of the transactions set forth in the City Ancillary Documents to which it is or is to be a party as contemplated hereby or by the Limited Offering Memorandum; and (ii) there is no action, suit, proceeding or investigation, at law or in equity, before or by any court or any governmental agency or public board or body, pending against the City or, to the knowledge of the City, threatened against the City, which, if adversely decided, would result in any material adverse change in the Assessments.

H) Any certificate signed by an Authorized Officer of the City and delivered to the Underwriter and/or the Trustee shall be deemed a representation and covenant by the City to the Underwriter and/or the Trustee as to the statements made therein.

(I) Each of the Bond Ordinance, the Special Assessment Ordinance and the Home

Rule Ordinance is in full force and effect, and has not been amended, modified, revoked or

repealed.

(J) The Limited Offering Memorandum 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 information under the caption "LAKESHORE EAST PROJECT, any description of The Depository Trust Company ("DTC") and its Book-Entry System including that under the caption "THE BONDS-Book Entry Only System" and information in the second paragraph under the caption "THE BONDS-General Description of the Bonds" describing I) I (and its Book-Entry System, "LEGAL OPINIONS," "TAX

7

EXEMPTION;" "THE SERVICING AGREEMENT--"Servicer", "RISK FACTORS under the following sub-captions "Failure to Complete Development of the Lakeshore East Project", "Competition", "Concentration of Ownership of Parcels and Lots Undeveloped or Under Construction", "Reliance on the City Condominium and Rental Market" "and "Environmental", APPENDIX C-"CO-BOND COUNSEL OPINIONS," APPENDIX D-BOOK ENTRY ONLY SYSTEM, APPENDIX E-CONTINUING INFORMATION AGREEMENT (except for such portions as concern the City) and APPENDIX F- INVESTOR LETTER and excluding any and all information provided by the Servicer and the Developer used in the Limited Offering Memorandum as certified to by the Servicer and Developer by their respective certificates and bring-down certificates or indicated in the Limited Offering Memorandum as being sourced to or provided by either of them, as well as information contained under the heading "UNDERWRITING" and "LIMITED OFFERING" or otherwise indicated in the Limited Offering Memorandum as being sourced to or provided by the Underwriter as well as excluding information not referred to as explicitly sourced to the City, if any, and contained under the captions "THE SPECIAL ASSESSMENT ROLL" and SPECIAL ASSESSMENT LEVY AND COLLECTIONS".

(K) The Bond Ordinance, the Trust Indenture, including the First Supplemental Trust Indenture, this Agreement and the Servicing Agreement, including the First Supplemental Servicing Agreement, 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).

(L) . When delivered to the Underwriter, and paid for by the Underwriter 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).

(M) Except as disclosed in the Limited Offering Memorandum, 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 Bond Ordinance, the Trust Indenture, this Agreement, or the City Ancillary

Documents 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").

(N) 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.

(O) The City will make available such information, execute such instruments and take such other action in cooperation with the Underwriter as the Underwriter may reasonably request to qualify the Bonds for offering and sale under the "blue sky" or other securities laws

X

and regulations of such states and other jurisdictions of the United States as the Underwriter 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 Bond Ordinance and the First Supplemental 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 Underwriter in which the Underwriter is acting solely as a principal and not acting as a municipal advisor, financial advisor or fiduciary to the City; (ii) the Underwriter has 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 the Underwriter has provided other services or is currently providing other services to the City on other matters); (iii) the Underwriter has financial and other interests that differ from those of the City; and (iv) the City has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate.

7. Representations and Agreements of the Underwriter Regarding the Limited Offering Memorandum. The descriptions and information contained in the Limited Offering Memorandum under the captions "UNDERWRITING" and "LIMITED OFFERING" or otherwise indicated in the Limited Offering Memorandum as being sourced to or provided by the Underwriter are, and as of the date of the Closing will be, true and correct in all material respects and such descriptions and information in the Limited Offering Memorandum, as of its date and as of the Closing Date will not contain an untrue, incorrect or misleading statement of a material fact; and such descriptions and information in the Limited Offering Memorandum do not, as of its date and as of the Closing Date will not omit to state a material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

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 Underwriter, shall take place at approximately 9:00 a.m., Chicago time, on February 28, 2022, at the offices of Foley & Lardner LLP, 321 North Clark Street, Suite 3000, Chicago, Illinois 60654 (or at such other time, date and place as the City and the Underwriter mutually agree).

A) At the Closing, the City shall deliver or cause to be delivered to DTC, as securities depository, for the account of the Underwriter 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 Underwriter at the Closing, the City will deliver to the Underwriter the closing documents as set forth in Section I I other than those documents to be delivered by the Developer and the

Servicer.

C) The Underwriter 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

9

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 I hereof.

9. Reliance and Further Conditions of the Parties. The Underwriter and the City have entered into this Agreement in reliance upon the respective representations, warranties and agreements of the City and the Underwriter herein and the performance by the City and the Underwriter of their respective obligations hereunder, both as of the date hereof and as of the date of the Closing. The Underwriter's obligations under this Agreement are and shall be subject to the following further condition that at the time of the Closing, the Bond Ordinance, the First Supplemental Trust Indenture, other Ancillary Documents and this Agreement shall be in full force and effect and the Bond Ordinance and the Limited Offering Memorandum shall not have been amended, modified or supplemented except as may have been agreed to with respect to the Limited Offering Memorandum pursuant to Section 5 hereof, and the City shall have duly adopted and there shall be in full force and effect such ordinances as, in the opinion of Foley & Lardner LLP, Chicago, Illinois, Charity and Associates, P.C, 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 Underwriter 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 Underwriter, 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 Underwriter's reasonable opinion, does materially adversely affect the market price or marketability of the Bonds or the ability of (i) the Underwriter to enforce contracts for the sale, at the contemplated offering prices (or yields), of the Bonds, or

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 Bond Ordinance or any ordinance of similar character is in violation of

the 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 Limited Offering Memorandum or of obligations of the general character of the Bonds which, in the Underwriter's reasonable opinion, does materially adversely affect the market price or marketability of the Bonds or the ability of the Underwriter 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 Underwriter's reasonable opinion, after consultation with its legal counsel, makes the Limited Offering Memorandum 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 Underwriter an amendment or supplement to the Limited Offering Memorandum, pursuant to Section 5 hereof, which will amend or supplement the Limited Offering Memorandum so that, as amended or supplemented, the Limited Offering Memorandum 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 Limited Offering Memorandum as so supplemented is, in the reasonable opinion of the Underwriter, to materially adversely affect the market for the Bonds or the sale, at the contemplated offering prices (or yields), of the Bonds by the Underwriter set forth in Schedule 1, 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 is unrelated to the COVID-19 Pandemic or any efforts to mitigate its effects, and which in the reasonable opinion of the Underwriter, 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 other than the COVID-19 Pandemic shall have occurred which, in the reasonable opinion of the Underwriter, materially adversely affects the market price or marketability of the Bonds: or

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(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 Underwriter, materially adversely affects the market price or marketability of the Bonds.

1 1. Closing Conditions. '

(A) The Underwriter's 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 5, 6 and 8 hereof prior to the Closing and the Underwriter's receipt of the following documents:

i) three copies of the Limited Offering Memorandum 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 Limited Offering Memorandum;

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

iv) an opinion, dated the date of the Closing and addressed to the Underwriter by the Corporation Counsel of the City, substantially in the form attached hereto as Exhibit D;

v) an opinion or opinions, dated the date of the Closing and addressed to the Underwriter on behalf of the Underwriter, of Neal & Leroy, LLC, Chicago, Illinois, as counsel for the Underwriter ("Underwriter's Counsel"), in form and substance satisfactory to the Underwriter;

vi) an opinion or opinions, dated the date of the Closing and addressed to the Underwriter, of Burke Warren Mackay & Serritella, P.C, and Cotillas and Associates, Chicago, Illinois, Co-Disclosure Counsel to the City, substantially in the form attached hereto as Exhibit E;

vii) 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, except as set forth in this Agreement and in the Limited Offering Memorandum; and (B) each of the Bond Ordinance and the Special Assessment Ordinance shall be in full force and effect, and shall not have been modified, amended or supplemented since the date of this Agreement, except as may have been agreed to by the Underwriter;

viii) 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 Bond Ordinance and the Trust Indenture and certifying as to the due execution and delivery of the First Supplemental Trust Indenture by the Trustee and the due authentication and delivery of the Bonds;

12

ix) an executed copy of the Original Trust Indenture, the First Supplemental Trust Indenture, the Servicing Agreement and the First Supplemental Servicing Agreement;

x) a copy of an agreement between the City and DTC relating to the safekeeping and book-entry form of the Bonds;

xi) a copy, duly certified by the City Clerk of the City, of the Bond Ordinance, as passed by the City Council and approved by the Mayor;

xii) a bring-down certificate of the Developer's executed certificate in the form attached hereto as Exhibit I-1 dated as of the date of the Closing except as provided in Exhibit I-1;

xiii) a bring-down certificate of the Servicer executed certificate in the form attached hereto as Exhibit J-1 dated as of the date of the Closing except as provided in Exhibit I-1;

xiv) a Continuing Information Agreement executed by and among the City, the Servicer, the

Developer, the Trustee and a dissemination agent, in substantially the form attached hereto as Exhibit K; and

xv) 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.

B) The City's obligations to sell and deliver the Bonds to the Underwriters at the Closing shall be conditioned upon the delivery by the Developer and the Servicer of the bring-down certificates referred to in this Section 11(A)(xii) and (xiii) in form and substance satisfactory to the City and of any opinions of counsel to be addressed to the City pursuant to this Section 11.

C) 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 Underwriter, or the City, as applicable, in their respective reasonable judgment. Payment for the Bonds and acceptance of the Bonds by the Underwriter shall constitute acknowledgment by the Underwriter of the City's full performance hereunder and the satisfaction of all other conditions of Closing.

12. Expenses. The Underwriter 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 Bond Ordinance, the First Supplemental Trust Indenture, the Preliminary Limited Offering Memorandum and the Final Limited Offering Memorandum, as well as the cost of shipping the Limited Offering Memorandum; (b) the cost of the preparation and printing of the Bonds; (c) the reasonable fees and disbursements of Co-Bond Counsel and Co-Disclosure Counsel; (d) the

13

reasonable fees and disbursements of any experts or consultants retained by the City; and (e) the reasonable fees of the Trustee and DTC. The Underwriter will pay the expenses incurred by any of them in connection with their 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 Underwriter's Counsel and advertising expenses directly incurred by the Underwriter.

13. Underwriter's and other's Certificates. The City's obligations to sell and deliver the Bonds to the Underwriter at the Closing shall be conditioned upon (i) the delivery by the Underwriter at the Closing of (a) a Representation Letter dated the date of the Closing, signed by the Underwriter in the form attached hereto as Exhibit F, (ii) an Issue Price Certificate of the Underwriter, dated the date of the Closing, signed by the Underwriter, in form and substance satisfactory to the City and Co-Bond Counsel and substantially in the form attached hereto as Exhibit G; (iii) a Certificate of the Underwriter executed by the Underwriter in the form attached hereto as Exhibit H; (iv) the delivery of the Developer of the bring-down certificate referred to in Section 11(A)(xii); and (v) the delivery by the Servicer of the bring-down certificate of the Servicer referred to in Section 11(A)(xiii);

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 with a copy to the following address:

City of Chicago Law Department 121 North LaSalle Street,
Suite 600 Chicago, IL 60602
Attn: Finance and Economic Development

Any such notice or other communication to be given to the Underwriter shall be given by delivering the same in writing to the Underwriter at the following address:

Loop Capital Markets LLC 111 W. Jackson Blvd. Ste. 1901
Chicago, IL 60604 Attn: Jana M Wesley

15. No Third-Party Beneficiaries. Survival, Etc. This Agreement is made solely for the benefit of the City and the Underwriter (including the successors or assigns of any Underwriter), and no other person, partnership, association or corporation including the Developer, the Servicer any taxpayer or any purchaser of the Bonds shall acquire or have any right hereunder or by virtue hereof. Except as provided in Section 10(B), 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 Underwriter and shall survive the delivery of and payment for the Bonds.

Id. 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 law's provisions thereof.

14

17. Representations and Warranties of The Underwriter.

A) Limited Offering. The Underwriter represents that the Bonds have been or will only be sold to Investors who meet the requirements of and have executed and delivered to the Underwriter an Investor Letter in the form of Annex 1 prior to or contemporaneously with the purchase of the Bonds by such Investor, provided, however, that the procurement by the Underwriter of such Investor Letters as provided herein does not relieve the Underwriter from its responsibility to sell the Bonds as contemplated in this Agreement in compliance with all applicable securities laws. The Underwriter agrees to make a limited offering of the Bonds to Investors at a price or prices (or yield or yields) not in excess of the offering price or prices (or not lower than the yield or yields) set forth on the cover page of the Limited Offering Memorandum.

B) The Underwriter 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.

C) The Underwriter warrants and represents that this Agreement has been duly authorized, executed and delivered by the Underwriter and assuming due authorization, execution and delivery by the City, is the legal binding obligation of the Underwriter 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. The 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.

D) The Underwriter 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 Underwriter 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 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.

(F) To the knowledge of the Underwriter, 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 Underwriter or the performance of any work to be carried out by the Underwriter in connection with the issuance and sale of the Bonds upon which said officer may be called upon to act or vote.

(F) To the knowledge of the Underwriter, no person holding office of the City, either by election or appointment, is in any manner financially interested, either directly in the

15

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

(G) The Underwriter 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 included in Exhibit F, attached hereto.

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.

18. Approval. The approval of the Underwriter when required hereunder or the determination of its satisfaction as to any document referred to herein shall be in writing signed by the Underwriter 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 Underwriter, or from any third party with whom the Underwriter enters 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.

22. Cooperation with City Inspector General. As acknowledged by the Underwriter's Representation Letter set forth as Exhibit F, the 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 the Underwriter to cooperate with the inspector general in any investigation or hearing undertaken pursuant to Chapter 2-56. The 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 the Underwriter's 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 2-23-020 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 Underwriter agrees and covenants that no payment, gratuity or offer of employment shall be made in connection with this 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 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]

17

IN WITNESS WHEREOF, the parties hereto have caused this Agreement in connection with the City of Chicago Special Assessment Improvement Bonds, Refunding Series 2022 (Lakeshore East Project) to be executed by the duly authorized Underwriter as of the date first above written.

Very truly yours,

THE UNDERWRITER

LOOP CAPITAL MARKETS LLC

Accepted by the City: CITY OF CHICAGO

Jafia M. Wesley Managing Director

By: U#M^2_ Jana M. Wprlf>v J

By: Jennie Huang Bennett, Chief Financial
Officer

Concurred:

By: Scott Waguespack, Chairman, Committee on Finance of the City
Council

Bond Purchase Agreement - Signature Page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement in connection with the City of Chicago Special Assessment Improvement Bonds, Refunding Series 2022 (Lakeshore East Project) to be executed by the duly authorized Underwriter as of the date first above written.

Very truly yours,

THE UNDERWRITER

LOOP CAPITAL MARKETS LLC

By:

Accepted by the City: CITY OF

CHICAGO

By: *It^jfyLOiAJuX^*

,lenm^cJrliian^Bennett, Chief Financial
Officer

Concurred:

By: .

Scott Waguespack, Chairman, Committee on Finance of the City
Council

| Bond Purchase Agreement - Signature Page'

IN WITNESS WHEREOF, the parties hereto have caused this Agreement in connection with the City of Chicago Special Assessment Improvement Bonds, Refunding Series. 2022 (Lakeshore East Project) to be executed by the duly authorized Underwriter as of the date first above written.

Very truly yours,

THE UNDERWRITER

LOOP CAPITAL MARKETS LLC.

By:

Accepted by the City: CITY OF CHICAGO

By:

Jennie Huang Bennett Chief Financial Officer

Concurred:

By: C S^t/Ji4te&W&&.

Scott Waguespack, Chairman, Committee of Finance of the City Council

[Bond Purchase Agreement Signature Page]

Schedule I Terms Of Bonds

1. Aggregate Principal Amount: 525,216,000
2. Date of Issuance: February 28, 2022
3. Maturities, Principal Amounts, Interest Rates, Price and CUSIP Numbers:

Date	Principal Amount	Interest Rate	Price	CUSIP
12/01/2022	\$1,887,000	1.570%	100.000	167686AD6
12/01/2023	1,776,000	1.990%	100.000	167686AE4
12/01/2024	1,888,000	2.270%,	100.000	167686AF1
12/01/2025	2,011,000	2.530%	100.000	167686AG9
12/01/2026	2,143,000	2.690%	100.000	167686AH7
12/01/2027	2,287,000	2.870%	100.000	167686AJ3
12/01/2028	2,440,000	3.040%	100.000	167686AK0
12/01/2029	2,608,000	3.200%	100.000	167686AL8
12/01/2030	2,787,000	3.290%	100.000	167686AM6
12/01/2031	2,978,000	3.380%	100.000	167686AN4
12/01/2032	2,411,000	3.450%../	100.000	167686AP9

Redemption.

The Bonds are not subject to optional redemption prior to their maturity.

Special Mandatory Redemption.

The Bonds are subject to mandatory redemption on any Interest Payment Date, by operation of the Prepayment Account of the Debt Service fund, in part and by lot, at the Redemption Price equal to the principal amount thereof to be redeemed, plus accrued interest to the date of redemption.

1-1

In the event of the mandatory redemption of Bonds by operation of the Prepayment Account of the Debt Service Fund as described above, the principal amount so redeemed shall be credited pro-rata against the unsatisfied balance of future maturity amounts of the Bonds.

Selection of Bonds to be Redeemed by Lot.

In the event of the redemption of less than all the Outstanding Bonds of like maturity, the Trustee will assign to each such Outstanding Bond a distinctive number for each \$1,000 of the principal amount of such Bond and shall select by lot, using such method of selection as it shall deem proper in its discretion, from the numbers assigned to such Bonds as many numbers as, at \$1,000 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, but only so much of the principal amount of each such Bond of a denomination of more than \$1,000 shall be redeemed as shall equal \$1,000 for each number assigned to it and so selected.

ANNEX I

Investor Letter [LETTERHEAD OF INVESTOR]

[Date]

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

Bank of New York Mellon Trust Company, NA as Bond Trustee

*Re: \$25,216,000 Special Assessment Improvement Bonds, Refunding Series 2022 (Lakeshore East Project)
(the "Bonds")*

Ladies & Gentlemen:

The undersigned, on behalf of _____ (the "Investor"), hereby
represents and warrants to you as follows:

1. The Investor proposes to purchase the Bonds. The Investor understands that the Bonds have not been and will not be registered under the Securities Act of 1933, as amended (the "1933 Act"), or the securities laws of any state, and will be sold to the Investor in reliance upon certain exemptions from registration and in reliance upon the representations and warranties of the Investor set forth herein. Capitalized terms used but not defined herein shall have the meanings given to them in the Trust Indenture dated as of December 1, 2002 between the City of Chicago and BNY Midwest Trust Company, as amended and supplemented by a First Supplemental Indenture dated as of February 1, 2022 (together, the "Bond Indenture") between the City of Chicago (the "City") and The Bank of New York Mellon Trust Company, N.A., as successor Trustee to BNY Midwest Trust Company as bond trustee (the "Bond Trustee") and in the Continuing Information Agreement (as defined below).

2. The Investor, is a "Qualified Institutional Buyer" within the meaning of Section 144A of the 1933 Act, has sufficient knowledge and experience in business and financial matters in general, and investments such as the Bonds in particular, and is capable of evaluating the merits and risks involved in an investment in the Bonds. The Investor is able to bear the economic risk of, and an entire loss of, an investment in the Bonds.

3. The Investor (i) has been furnished with a Preliminary Limited Offering Memorandum ("PLOM") and a Limited Offering Memorandum ("LO/IF") regarding the issuance of the Bonds; (ii) has had the opportunity review the PLOM and the LOM and to obtain such

ANNEX I-I

information and materials as the Investor believes to be necessary to evaluate the merits and risks of its investment in the Bonds; and, (iii) has concluded on the basis of information available that it is able to bear the risks associated with such investment.

4. The Investor acknowledges and understands that an investment in the Bonds involves a high degree of

risk regarding, among other things, the payment of current interest and the payment of principal on the Bonds.

5. The Investor has authority to purchase the Bonds and to execute this letter and any other instruments and documents required to be executed by the Investor in connection with the purchase of the Bonds.

6. The Investor understands and acknowledges that, notwithstanding the City's disclosure obligations under the continuing information agreement among the City the Servicer, the Developer, the Trustee and a Dissemination Agent dated as of _____, 2022 (the "Continuing Information Agreement") (i) the Bonds are not and do not represent a general obligation of the City and under no circumstances shall the Bonds and the interest thereon be or become an indebtedness or obligation of the City, within the purview of any constitutional or statutory limitation or provision, or a charge against the credit of, or a pledge of the taxing power of the City, (ii) the Bonds are limited obligations of the City and the payment of principal, premium, if any, and interest on the Bonds are payable solely out of the Trust Estate established under the Bond Indenture consisting of the Assessments and all interest and penalties derived therefrom, (iii) the Special Assessment Lien and (iv) all Funds and Accounts established under the Trust Indenture except (A) the Assessee's Credit Fund and (B) any Rebate Fund. The Investor understands that the Bonds are not payable from taxes or any other moneys provided by or to the City and (v) no holder of any Bond or receiver or trustee in connection with the payment of the Bonds has the right to compel the exercise of any appropriation or taxing power of the City, the County of Cook, the State of Illinois or any political subdivision thereof for payment of the principal amount of, premium, if any, or interest on the Bonds.

7. The Investor acknowledges and understands that the Bonds: (i) have not been and will not be registered or otherwise qualified for sale under the "Blue Sky" laws and regulations of any jurisdiction, (ii) will not be listed on any stock or other securities exchange, (iii) will carry no rating from any rating service, and (iv) will not be readily marketable.

8. > The Investor is purchasing the Bonds solely for its own account and not for any other account, for investment purposes and has no intention to resell or distribute all or any portion of, or interest in, the Bonds; provided that, subject to paragraph 9. below, the Investor reserves the right to transfer or dispose of the Bonds at any time, and from time to time, in its complete and sole discretion.

9. The Investor agrees that it will only offer, sell, pledge, transfer or exchange the Bonds (or any legal or beneficial interest therein) (i) in accordance with applicable federal and state securities laws; and (ii) to a person who the Investor reasonably believes is a Qualified Institutional Buyer or an Accredited Investor within the meaning of the Act.

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By:
Name: Title:

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Exhibit A

Definitions

"Ancillary 0001111101118" means the Bond Ordinance, the First Supplemental Trust Indenture, the Tax Agreement, the Limited Offering Memorandum, the First Supplemental Servicing Agreement, and all other agreements and certificates executed and delivered in connection with the issuance and sale of the Bonds.

"Authorized Officer" means the Mayor, Chief Financial Officer or City Comptroller and any other officer or employee of the City who is authorized to perform specific acts or duties by the Bond Ordinance.

"Business Day" means any day other than a Saturday, Sunday, legal holiday or a day on which banking institutions are required or authorized by law to be closed in the City of Chicago or the State of Illinois or a day on which the New York Stock Exchange is closed.

"COVID-19 Pandemic" means the global health care crisis caused by a strain of the novel coronavirus which in the face of the global spread of the virus was characterized as a pandemic by the World Health Organization on March 11, 2020 and the economic effects derived from it.

"Developer" means, Lakeshore East Development Group LLC.

"First Supplemental Servicing Agreement" means the First Supplemental Servicing Agreement dated as of February 1, 2022 among the City, the Trustee and the Bank of New York Mellon, as the Servicer.

"Special Assessment Ordinance" means that certain ordinance of the City, passed by the City on the 9th day of June, 2002. providing for the Improvement and Assessment, as supplemented by the supplemental ordinance of the City, passed by the City Council of the City on the 2nd day of October, 2002.

A-1

Exhibit B

Preliminary Limited Offering Memorandum

Emmmr C

SUPPLEMENTAL OPINIONS OF CO-BOND COUNSEL

. 2022

121 North LaSalle Street
Chicago, Illinois 60602

Loop Capital Markets, Inc. 111 W. Jackson Blvd. Chicago, Illinois 60606
The Bank of New York Mellon Trust Company, N.A. Two North LaSalle Street Chicago, Illinois 60602

Ladies and Gentlemen:

We have served as Co-Bond Counsel to the City of Chicago, Cook County, Illinois (the "City") with respect to the issuance today of the City of Chicago Special Assessment Improvement Refunding Bonds, Series 2022 (Lakeshore East Project) (the "Bonds"). The Bonds are issued pursuant to a Trust Indenture dated as of December 1, 2002 between the City and BNY Midwest Trust Company, as trustee, as supplemented and amended by a First Supplemental Trust Indenture dated as of February 1, 2022 between the City and The Bank of New York Mellon Trust Company, N.A., as successor trustee (the "Indenture").

We have delivered to you an executed copy of our approving opinion, dated today, addressed to you with respect to the Bonds. Based upon our examination as described in that opinion, we are further of the opinion that the Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Indenture is exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended.

We are further of the opinion that statements contained in the Limited Offering Memorandum dated February 1, 2022 relating to the Bonds under the captions entitled "THE BONDS" other than information under the caption "Book Entry-Only System"; "SECURITY AND SOURCE OF PAYMENT FOR THE BONDS" other than information under the caption "Enforcement of the Special Lien"; "THE SERVICING AGREEMENT" and "TAX EXEMPTION," and in Appendix C - Co-Bond Counsel Opinions, insofar as the statements contained under such captions purport to describe or summarize certain provisions of the Bonds, the Servicing Agreement and the Trust Indenture or the tax-exempt status of the Bonds, present an accurate description or summary of such provisions and of such opinion.

Very truly yours,

C-1

Exhibit D

Opinion of Corporation Counsel of the City February 2022

Loop Capital Markets LLC, as Representative of the Underwriters named
in the Bond Purchase
Agreement, dated February 1, 2022, between
such Underwriters and the City of Chicago

Ladies and Gentlemen:

I am the Corporation Counsel of the City of Chicago (the "City"). This opinion is given to you pursuant to Section 11 (iv) of that certain Bond Purchase Agreement dated February , 2022 (the "Bond Purchase Agreement"), by and between the City and Loop Capital Markets LLC, as representative of a group of underwriters (the "Representative"), in connection with the purchase of \$25,216,000 aggregate principal amount of City of Chicago Special Assessment Improvement Bonds, Refunding Series 2022 (Lakeshore East Project) (the "Bonds"). The Bonds are authorized by an ordinance of the City adopted by the City Council of the City (the "City Council") on September 14, 2021 (the "Ordinance"), the Trust Indenture dated as of December 1, 2002 by and between the City and The Bank of New York Mellon Trust Company, N.A., as successor trustee to BNY Midwest Trust Company ("Trustee"), as supplemented by the First Supplemental Trust Indenture dated as of 1, 2022 by and between the City and the Trustee (together, the "Indenture"). Unless otherwise defined herein, capitalized terms used herein shall have the meanings assigned to them in the Bond Purchase Agreement.

In connection with the foregoing, I have caused to be examined among other things, the following:

- i) the Ordinance and the proceedings of the City Council of the City of Chicago ("City Council") pursuant to which the Ordinance was adopted;
- ii) executed copies of the Indenture;
- iii) the Limited Offering Memorandum of the City dated February , 2022 relating to the Bonds;
- iv) an executed copy of the Bond Purchase Agreement;
- v) an executed copy of the Continuing Information Agreement (the "Continuing Information Agreement") dated as of 1. 2022 by and among the City, the Trustee, The Bank of New York Mellon Trust Company, N.A. as Dissemination Agent, the Bank of New York Mellon, as successor to BNY Asset Solutions. LLC (the "Servicer") and Lakeshore East Development Group LLC, a limited liability company of the State of Illinois (the "Developer");

D-1

- (vi) an executed copy of the Tax Exemption Certificate and Agreement dated as of February . 2022 (the "Tax Agreement");
- vii) an executed copy of the Servicing Agreement dated as of December 1, 2002 by
- vii) and among the City, the Trustee and the Servicer, and the executed First Supplemental Servicing
- vii) Agreement dated as of 1, 2022 by and among the City, the Trustee and the Servicer; and
- viii) that certain ordinance adopted by the City Council on July 19, 2002 (the "Special Assessment Ordinance") and the proceedings of the City Council pursuant to which the Special Assessment Ordinance was adopted;

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:

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 Bond Purchase Agreement, the Limited Offering Memorandum, the Tax Agreement, the Indenture, the Servicing Agreement and the Continuing Information Agreement.

2. The Bond Purchase Agreement, the Limited Offering Memorandum, the Servicing Agreement, the Indenture, the Tax Agreement and the Continuing Information Agreement 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 Bond Purchase Agreement, the Tax Agreement, the Continuing Information Agreement and the Indenture 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 Special Assessment Ordinance, the Bond Purchase Agreement, Limited Offering Memorandum, the Tax Agreement, the Continuing Information Agreement, the Servicing Agreement, the Indenture 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 the collection of the Assessments, or contesting the validity or enforceability of the

D-2

Bonds, the Ordinance, the Special Assessment Ordinance or the Bond Purchase Agreement or the completeness or accuracy of the Limited Offering Memorandum or the powers of the City or its authority with respect to the Bonds, the Ordinance, the Special Assessment Ordinance or the Bond Purchase Agreement.

Nothing has come to my attention which would lead me to believe that the Limited Offering Memorandum (excluding any description of The Depository Trust Company ("DTC") and its book-entry system, information under the captions "LAKESHORE EAST PROJECT"; "SPECIAL ASSESSMENT ROLL"; "SPECIAL ASSESSMENT LEVY AND COLLECTIONS"; "THE SERVICING AGREEMENT-"Servicer"; "RISK FACTORS" under the following sub-captions "Failure to Complete Development of the Lakeshore East Project", "Competition", "Concentration of Ownership of Parcels and Lots Undeveloped or Under Construction", "Reliance on the City Condominium and Rental Market" and "Environmental"; APPENDIX C - "CO-BOND COUNSEL OPINIONS"; APPENDIX D - "DTC BOOK-ENTRY-ONLY SYSTEM"; APPENDIX E - "CONTINUING INFORMATION AGREEMENT" (except for such portions as concern the City); APPENDIX F - "INVESTOR LETTER"; other information in the Limited Offering Memorandum either not explicitly sourced to the City, or sourced to sources other than the City or departments thereof; "TAX EXEMPTION"; "NO RATING"; and information furnished by the Underwriters in writing explicitly for inclusion in the Limited Offering Memorandum under the headings "UNDERWRITING" and "LIMITED OFFERING") 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 misleading in any material respect.

6. Each of the Special Assessment Ordinance and the Ordinance is in full force and effect, and has not been amended, modified, revoked or repealed.

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.

[Remainder of page intentionally left blank; signature page follows]

All opinions herein as applicable to the Bonds may only be relied upon by the Representative. No one other than you shall be entitled to rely on this opinion.

Very truly yours,

Celia Meza Corporation Counsel

*City of Chicago Special Assessment Improvement Bonds, Refunding Series 2022
(Lakeshore East Project) Signature Page of Corporation Counsel
Opinion*

D-4

Exhibit E

Opinion of Co-Disclosure Counsel

. 2022

The City of Chicago Chicago, Illinois

Loop Capital Markets LLC Chicago, Illinois

Re: City of Chicago, Illinois
525,216,000 Special Assessment Improvement Bonds, Refunding Series 2022 (Lakeshore East Project)

Ladies and Gentlemen:

We have represented The City of Chicago, Illinois (the "City"¹) as Disclosure Counsel with respect to the Limited Offering Memorandum (defined below) in connection with the sale and issuance of the above-captioned Special Assessment Improvement Bonds, Refunding Series 2022 (Lakeshore East Project) (the "Bonds"). We have printed a copy of the Limited Offering Memorandum and we assume all electronic and printed copies of the Limited Offering Memorandum are identical in all respects to the one we printed.

In our capacity as Disclosure Counsel to the City, we have examined, among other things, the Limited Offering Memorandum dated _____, 2022, relating to the Bonds (the "Limited Offering Memorandum") and originals, or copies certified or otherwise identified to our satisfaction as being true copies of the originals, of such records, documents, letters, certificates, instruments, records and opinions as we considered necessary or appropriate for the basis of our views and conclusions herein. We have assumed, but not independently verified, that the signatures on all documents, letters, opinions and certificates that we have examined are genuine, that all documents, letters, opinions and certificates submitted to us are authentic and were duly and properly executed by the parties thereto and that all representations and other statements made in the documents, letters, opinions and certificates that we have reviewed are true and accurate.

We have not been engaged to, are not passing upon and do not assume any responsibility for, the accuracy, completeness or fairness of any of the statements contained in the Limited Offering Memorandum and make no representation that we have independently verified the accuracy, completeness or fairness of any such statements. During the course of serving as Disclosure Counsel with respect to the Limited Offering Memorandum, certain of our lawyers participated in conferences with representatives of the City. Co-Bond Counsel, the Corporation Counsel of the City, the underwriters, underwriter's counsel, the municipal advisor to the City, the Developer, the Servicer (all as defined in the Limited Offering Memorandum) and others, during which the contents of the Limited Offering Memorandum and related

matters were discussed. The statements made and the information contained in the Limited Offering

E-1

Memorandum were either provided by or reviewed on numerous occasions for their accuracy and completeness by the aforementioned parties.

Based upon the information made available to us in the course of the foregoing and our participation in the above-mentioned conferences (which did not extend beyond the date of the Limited Offering Memorandum), and in reliance thereon and on other records, documents, matters and assumptions described above, and subject to the qualifications set forth herein, we advise you as a matter of fact and not opinion that no information came to the attention of the lawyers in our firm rendering services in this matter that caused us to believe that the Limited Offering Memorandum as of its date or as of the date hereof (except for CUSIP or other identification numbers, financial, accounting, statistical, economic, engineering or demographic data or forecasts, statements related to or setting forth the initial offering prices or yields on the Bonds, numbers, charts, tables, graphs, estimates, projections, assumptions, expressions of opinion, information contained on any website referenced in the Limited Offering Memorandum, information about ratings and rating agencies and information relating to The Depository Trust Company, New York, New York and its book-entry system contained therein and incorporated therein by reference, including but not limited to information under the captions "LAKESHORE EAST PROJECT"; "THE SPECIAL ASSESSMENT ROLL" and SPECIAL ASSESSMENT LEVY AND COLLECTIONS", "NO RATING"; APPENDIX C - "CO-BOND COUNSEL OPINIONS," any description of The Depository Trust Company ("DTC") and its Book-Entry System including that under the caption "THE BONDS-Book Entry Only System", APPENDIX D - "DTC BOOK-ENTRY-ONLY SYSTEM," and other information in the Limited Offering Memorandum either not explicitly sourced to the City, or sourced to sources other than the City or departments thereof, "TAX EXEMPTION"; "FINANCIAL ADVISORS", information furnished by the Underwriters in writing explicitly for inclusion in the Limited Offering Memorandum under the heading "UNDERWRITING" and under the heading "LIMITED OFFERING" or otherwise indicated in the Limited Offering Memorandum as being sourced to or provided by the Underwriter, "LEGAL OPINIONS," "THE SERVICING AGREEMENT-Servicer", "RISK FACTORS" under the following sub-captions "Failure to Complete Development of the Lakeshore East Project", "Competition", "Concentration of Ownership of Parcels and Lots Undeveloped or Under Construction", "Reliance on the City Condominium and Rental Market" and "Environmental", APPENDIX E - "CONTINUING INFORMATION AGREEMENT" (except for such portions as concern the City) and APPENDIX F - "INVESTOR LETTER" and excluding any and all information provided by the Servicer and the Developer used in the Limited Offering Memorandum as certified to by the Servicer and Developer by their respective certificates and bring-down certificates or indicated in the Limited Offering Memorandum as being sourced to or provided by either of them, as to all of which we express no opinion or view) contained or contains any untrue statement of a material fact or omitted or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

We advise you that, other than reviewing the various certificates and opinions which may address the Limited Offering Memorandum delivered in connection with the issuance of the Bonds, we have not taken any steps before or after the date of the Limited Offering Memorandum to verify the accuracy of the statements contained in the Limited Offering Memorandum as of the date hereof.

E-2

By acceptance of this letter, you acknowledge that any view or conclusion stated herein constitutes neither a legal opinion nor a guarantee regarding the Limited Offering Memorandum; rather it is a statement of negative assurance regarding factual information that did not come to the attention of the attorneys in our firm working on this matter during

the limited activities we performed as Disclosure Counsel with respect to the Limited Offering Memorandum. Further, in accepting this letter the City and the Underwriter recognize and acknowledge that (i) the scope of those activities performed by us were inherently limited and do not encompass the activities that the City, the Developer, the Servicer and the Underwriter may be responsible to undertake in preparing the Limited Offering Memorandum, (ii) those activities performed by us relied on representations, warranties, certifications, opinions and information made or provided by representatives of the City, the Developer, the Servicer and others, and are otherwise subject to the matters set forth in this letter, and (iii) while such statements of negative assurance are customarily given to underwriters of municipal bonds to assist them in discharging their responsibilities under federal securities laws, the responsibilities of the City under those laws may differ from those of underwriters in material respects, and the preceding paragraphs may not serve the same purpose or provide the same utility to the City as it would to underwriters.

We are furnishing this letter to you solely for your benefit as the issuer of the Bonds and as the underwriters of the Bonds. Our conclusions are limited to matters of federal securities laws and we assume no responsibility with respect to the applicability or effect of the laws of any other jurisdiction. No conclusion is expressed herein with respect to the validity of the Bonds, the tax treatment of the interest thereon or the compliance with, or applicability of, any "blue sky" laws of any state as they relate to the offer or sale of the Bonds. We have no attorney-client relationship with any of the underwriters of the Bonds with respect to this matter. Our services did not include financial or other non-legal advice. Our engagement with respect to this matter has terminated as of the date hereof and we have no obligation to update this letter. This letter is not to be used, circulated, quoted or otherwise referred to or relied upon for any purpose or by any person to whom it is not specifically addressed without our prior approval, except that reference thereto may be made in any list of closing documents pertaining to the issuance of the Bonds. This letter is not intended to be, and may not be, relied upon by the owners of the Bonds.

Sincerely yours,

H-3

Exhibit F

REPRESENTATION LETTER

City of Chicago
Department of Finance
121 North LaSalle Street, 7th Floor
Chicago, Illinois 60602

Attn: Chief Financial Officer

Loop Capital Markets LLC, as Underwriter

named in the Bond Purchase Agreement, dated February 15, 2022, between such Underwriter and the City of Chicago

Pursuant to the Bond Purchase Agreement dated February 15, 2022 (the "Bond Purchase Agreement"), among the City of Chicago (the "City") and Loop Capital Markets LLC, as Underwriter (the "Underwriter") relating to the City's Special Assessment Improvement Bonds, Refunding Series 2022 (Lakeshore East Project) (the "Bonds"), the Underwriter 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.

Neither the Underwriter nor any Affiliate of the Underwriter, 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.

The undersigned Underwriter agrees that in the event that it or any of its Affiliates appears on any of the lists described in paragraph (2) above, at any time prior to the Closing (as defined in the Bond Purchase Agreement) with respect to the Bonds the Bond Purchase Agreement shall terminate without further obligation by the City

The 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 the Underwriter to cooperate with the inspector general in any investigation or hearing undertaken pursuant to Chapter 2-56. The Underwriter shall report, directly and without undue delay, to the City's inspector general any

E-1

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. The 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 Bond 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:

i) 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

ii) theft, fraud, forgery, perjury, dishonesty or deceit, or attempted theft, fraud, forgery, perjury,

by means of bribery, paying, attempting to obtain, or attempting to obtain, bribery, paying, dishonesty or deceit, or its equivalent under any local, state, or federal law, against the City or of any sister agency; or

iii) conspiring to engage in any of the acts set forth in items (i) or (ii) of above.

The Underwriter agrees and covenants that no payment, gratuity or offer of employment shall be made in connection with the Bond 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 Bond Purchase Agreement.

[Signature Page Follows]

F-2

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

,2022

LOOP CAPITAL MARKETS LLC

By: _ Name: Title:

F-3

Exhibit G

Issue Price Certificate of the Underwriter

[Date of Closing]

The undersigned, Loop Capital Markets LLC (the "Underwriter"), hereby certifies as set forth below in connection with the issuance on the date hereof by the City of Chicago (the "City") of its \$25,216,000 Special Assessment Improvement Bonds, Refunding Series 2022 (Lakeshore Last Project) (the "Bonds").

1. General. As of the Sale Date, for each Maturity of the Bonds, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in

which at least 10% of each maturity, was sold to the Public at the respective price listed in

Schedule A.

2. Defined Terms. The terms used herein and including the schedules attached hereto shall, except as set forth below, have the meanings assigned to them in the Tax Agreement to which this Issue Price Certificate of the Underwriter is attached.

(a) "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.

(b) "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.

(c) The term "related party" for purposes of this certificate means any two or more persons who are subject, directly or indirectly, to (i) at least 50 percent 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 interest or profits interest 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).

d) "Sale Date" means February 15, 2022, the first day on which there was a binding contract in writing for the sale of a Maturity of the Bonds.

e) "Underwriter" means (i) 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 (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

G-1

Public.) A list of all persons that have been an Underwriter of the Bonds at any time from the Sale Date to the Issue Date

Each), a list of all persons that have been an owner of the Bonds at any time from the Sale Date to the Issue Date is attached as Schedule C.

3. *Additional Information.*

- a) We have been asked to calculate the arbitrage yield of the Bonds by
- a) determining the discount rate that, when used in computing the present value as of this date of all
- a) unconditionally payable payments of principal and interest produces an amount equal to the
- a) present value, using the same discount rate, of the aggregate Issue Price of the Bonds, plus
- a) accrued interest, as of this date. Based solely on this calculation, the arbitrage yield of the Bonds
- a) is %.

b) We have been asked to calculate the weighted average maturity of the Bonds, and the remaining weighted average maturity of the City's Special Assessment Improvement Bonds, Series 2002 (Lakeshore East Project), (the "Prior Bonds"), to be refunded with proceeds of the Bonds, in the following manner: divide (a) 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 the Bonds as a maturity), by (b) the aggregate issue price of the Bonds, or the Prior Bonds, as appropriate. Based solely on these calculations, the weighted average maturity of the Bonds, is [] years, and the remaining weighted average maturity of the Prior Bonds is [] years, respectively.

- c) The CUSIP number for the final maturity of the Bonds is: 167686AP9.

The representations set forth in this Issue Price Certificate of the Underwriter are limited to factual matters only. Nothing in this Certificate of the Underwriter represents the Underwriter's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied on by the City with respect to certain of the representations set forth in the Tax Agreement to which this Issue Price Certificate of the Underwriter is attached and with respect to compliance with the federal income tax rules affecting the Bonds, and by Foley and Lardner LLP., Chicago, Illinois, and Charity and Associates, P.C, Chicago, Illinois, Co-Bond Counsel in connection with rendering their opinions that the 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.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned, on behalf of the Underwriter, has set his or hand as of the date first written above.

LOOP CAPITAL MARKETS LLC, as Underwriter

By:
Name:
Title:

[Signature Page - Issue Price Certificate]

Exhibit II

CITY OF CHICAGO \$25,216,000
Special Assessment Improvement Bonds, Refunding Series 2022 (Lakeshore East Project) (the "Bonds")

CERTIFICATE OF UNDERWRITER

This certificate is being provided pursuant to Section 13 of the Bond Purchase Agreement, dated February 15, 2022 (the "Bond Purchase Agreement"), relating to the City of Chicago's \$25,216,000 aggregate principal amount of Special Assessment Improvement Bonds, Refunding Series 2022 (Lakeshore East Project) (the "Bonds") by and between the City of Chicago (the "City") and Loop Capital Markets LLC, as Underwriter (the "Underwriter"), under the Bond Purchase Agreement. Terms used in this Certificate of Underwriter that are defined in the Bond Purchase Agreement have the meanings ascribed to them in the Bond Purchase Agreement.

The undersigned as a duly authorized and acting officer of the Underwriter, hereby certifies that:

1. The Underwriter has full right, power and authority to enter into, execute and deliver the Bond Purchase Agreement and to perform each and all of the matters and things provided for therein.

2. The Bond Purchase Agreement has been duly executed and delivered by an authorized officer of the Underwriter and is the legal, valid and binding obligation of the Underwriter, enforceable against the Underwriter in accordance with its respective terms, except as limited by (i) bankruptcy, insolvency, readjustment of debt, liquidation, reorganization, moratorium and other laws relating to, or affecting generally, the enforcement of creditors' rights and remedies; (ii) the availability against the Underwriter of equitable remedies, including specific performance and injunctive relief and (iii) applicable securities laws with respect to the enforceability of rights to indemnification and contribution.

3. The representations and warranties of the Underwriter contained in the Bond Purchase Agreement are true and correct in all material respects on and as of the date hereof with the same effect as if made on the date hereof.

4. There is no action, suit, proceeding, inquiry or investigation at law or in equity before or by any public board or body pending or, to the best of the knowledge of the undersigned, threatened, against or affecting the Underwriter that (i) affects, directly or indirectly, the validity of the Bond Purchase Agreement or restrains, enjoins or in any manner affects the execution and delivery thereof; (ii) affects the provisions made for the Underwriter to act as Underwriter of the Bonds under the Bond Purchase Agreement; (iii) affects, in any way, the right or the authority of the Underwriter to carry out the terms or provisions of the Bond Purchase Agreement and the covenants and agreements therein; (iv) affects the respective corporate existence of each Underwriter; or (v) adversely affects the transactions described in the Bond Purchase Agreement.

Fl-1

5. The information relating to the Underwriter and the responsibilities of the Underwriter contained under the caption "UNDERWRITING" and under the caption "LIMITED OFFERING" or otherwise indicated as being sourced to or provided by the Underwriter in the Preliminary Limited Offering Memorandum dated January 31, 2021 and in the Limited Offering Memorandum dated February 15, 2022, of the City is true, correct and accurate.

6. No approval, consent or authorization of any governmental agency or authority is required to be obtained by the Underwriter or any Underwriter in connection with the Underwriter's execution and delivery of the Bond Purchase

by the Underwriter or any Underwriter in connection with the Underwriter's execution and delivery of the Bond Purchase Agreement and the performance of the duties thereunder by the Underwriter, except for such other approvals that will be obtained as required or, if not obtained, could not result in a material adverse effect on the ability of the Underwriter to perform their obligations under the Bond Purchase Agreement.

7. The funding of the Debt Service Reserve Requirement and General Reserve Fund Requirement (both as defined in the First Supplemental Indenture) for the Bonds was a vital factor in marketing the Bonds and reduced the overall cost of the Bonds (on a net present value basis) to the City.

8. The undersigned hereby certifies that it filed a copy of the Limited Offering Memorandum of the City dated February 15, 2022 with respect to the Bonds with the Electronic Municipal Market Access System of the Municipal Securities Rulemaking Board on or prior to the date hereof.

9. The Underwriter has received all instruments and documents in form and substance satisfactory to the Underwriter that are required to be delivered pursuant to the Bond Purchase Agreement on the date hereof and all conditions to the delivery and payment for the Bonds pursuant to the Bond Purchase Agreement have been satisfied.

[Signature Page Follows]

H-2

Dated this day of , 2022.

LOOP CAPITAL MARKETS LLC, as Underwriter

By: _ . Name: Title:
Exhibit I

Certificate of the Developer Provided in Connection with the Preliminary Offering Memorandum

I-I

Exhibit J

Certificate of the Servicer Provided in Connection with the Preliminary Offering Memorandum

J-1

Exhibits 1-1 and .1-1

Bring-Down Certificates of the Developer and Servicer

**CITY OF CHICAGO Special Assessment Improvement Bonds,
Refunding Series 2022 (Lakeshore East Project)**

CERTIFICATE OF THE DEVELOPER

This Certificate of the Developer (the "Certificate") is being delivered to the City of Chicago (the "City") and Loop Capital Markets as the underwriter in connection with the issuance of the City's \$25,216,000 principal amount of Special Assessment Improvement Bonds, Refunding Series 2022 (Lakeshore East Project) (the "Series 2022 Bonds"). In connection with the issuance of the Series 2022 Bonds, the City has issued a Preliminary Limited Offering Memorandum dated January 31, 2022 (the "PLOM") and as of the date hereof the City will issue a Limited Offering Memorandum (the "LOM"). Capitalized terms not defined herein shall have the meaning ascribed to them in the PLOM as it may be amended by any changes thereto made in the LOM. The undersigned, on behalf of Lakeshore East Development Group LLC (the "Developer") hereby represents, warrants and certifies as follows:

1. Authorization of Certificate, Developer Disclosure and Developer Information. This Certificate has been duly authorized, executed and delivered by the Developer. All necessary actions to be taken to authorize (i) approval to provide the Developer Disclosure and Developer Information (each as defined herein); and (ii) the execution and delivery of this Certificate, have been taken.

2. The Developer Agreements. All of the obligations of the Developer arising under those certain Developer Agreements, as amended, have been satisfied.

3. *No Material Change. Other than as disclosed in the PLOM and the LOM, the Developer has not incurred any material liabilities or entered into any material transactions other than in the ordinary course of business, regarding its financial position, prospects or results of operations of the Developer or of its managing members, which would affect the Developer's ability to perform its obligations as contemplated under the Continuing Information Agreement (the "Continuing Information Agreement") to be executed by the Developer, the Servicer, the Trustee as trustee and dissemination agent, and the City substantially in the form attached to the certain Bond Purchase Agreement in connection with the Series 2022 Bonds entered into between the City and the Underwriter on the date hereof (the "Bond Purchase Agreement").*

4. The Lakeshore East Project. Other than as disclosed in the PLOM and the LOM, as of the date herein the Bond Financed Public Improvements and the Lakeshore East Project have been constructed materially as is described in the Series 2022 Bonds Limited Offering Memorandum dated November 19, 2022 relating to the or the City's Special Assessment Improvement Bonds, Series 2022 (Lakeshore East Project).

I-I and .1-1-1

5. Non-contravention. The execution and delivery by the Developer of the Certificate and the performance of its obligations under the Certificate do not and will not contravene, or constitute a default under any provisions of (i) bylaws or organizational documents of the Developer or (ii) of any agreement, judgment, injunction order, decree or other instrument binding upon the Developer, and will not result in the creation of any lien or other encumbrance upon the asset of the Developer except as set forth in the PLOM subject to any changes thereto that may be contained in the LOM.

6. Governmental or Corporate Consents. No consent or approval is required to be obtained from, and no action need be taken by any corporate entity, or to the Developer's knowledge, no consent or approval is required to be obtained from, and no action need be taken by, or document filed with any governmental body, in connection with the execution, delivery or performance by the Developer of this Certificate or if any such action is required, the same has been duly taken, is in full force and

the Developer of this Certificate or that such action is required, the same has been duly taken, is in full force and effect and constitutes valid and sufficient consent or approval therefore.

8. No Litigation. Other than as described in the PLOM with such changes as may be included in the LOM, there is no action, suit, proceeding or investigation at law or in equity, before or by any court or any governmental agency or public board or body, pending against the Developer in which the Developer is a party or to the knowledge of the Developer, threatened against the Developer (i) contesting or in any way relating to (a) the Bond Financed Public Improvements, (b) the collection for the Assessments, or (ii) which in any way contests the existence or the power of the Developer which if adversely determined could have a material adverse effect on the Developer or the Lakeshore East Project.

9. Series 2022 Bonds Preliminary Limited Offering Memorandum. The information contained in the PLOM as amended by such changes as may be made thereto by the LOM, under the sections "LAKESHORE EAST PROJECT"-General, "LAKESHORE EAST PROJECT-Parcel Summary and Value to Lien" (but only the first eight columns), "LAKESHORE EAST PROJECT Parcel Construction and Ownership" and "LAKESHORE EAST PROJECT-Environmental Update on Lakeshore East Project Site" and any other information attributed to the Developer as a source in the PLOM and the LOM, (collectively the "Developer Disclosure"), (i) is true and correct in all material respects as of the date hereof; and (ii) as of the date hereof does not contain any untrue statements of material fact or omit to state a material fact necessary to be stated therein in order to make the statements therein, in light of the circumstances under which they were made, not misleading. If on or prior to the Closing Date (as defined below) or within twenty-five (25) days after the "end of the underwriting period" (as defined in the Bond Purchase Agreement, any event known to the Developer relating to or affecting the Developer Disclosure shall occur which would cause any statement of a material fact contained in the LOM to be materially incorrect or materially incomplete, or which would cause the LOM to omit to state a material fact, the Developer will promptly notify the City and the Underwriter in writing of the circumstances and details of such event.

10. No Default. No default or event of default has occurred and is continuing, and no event has occurred and is continuing which with the lapse of time or the giving of notice or both, would constitute a default or an event of default on the part of the Developer under the Developer Agreements, as amended.

I-I and .1-1-2

1 I. Approvals. The Developer has received and is in good standing with respect to all certificates, licenses, inspections, franchises, consents, immunities, permits, authorizations and approvals, governmental or otherwise, necessary to conduct and continue to conduct its business as heretofore conducted by it.

12. Continuing Developer Information. The Developer agrees to provide to the Dissemination Agent and the Trustee the reports and information described in the Continuing Information Agreement (the "Developer Information"). The Developer acknowledges and agrees that the City has no responsibility to any party to provide such Developer Information nor assumes any liability for any error or omission contained therein.

13. *Other Agreements, Representations and Warranties of the Developer.*

a. The Developer is a limited liability company organized and in good standing under the laws of the State of Illinois as evidenced by the Certificate of Good Standing attached hereto as Exhibit A.

b. The Developer agrees that it will not bring any suit, action or proceeding which challenges the collection of the Assessments, the validity of the Series 2022 Bonds, or any proceedings relating to the Series 2022 Bonds.

c. The Developer agrees that the representations and warranties of the Developer are independent

c. The Developer agrees that the representations and warranties of the Developer are independent of the representations and warranties of the City and that the City shall not be liable for any claims arising from a breach of or error contained in the Developer's representations and warranties.

d. No person holding an office of the City, either by election or appointment, is in any manner interested, either directly or indirectly, in any contract being entered into or the performance of any work to be carried out in connection with the issuance and sale of the Series 2022 Bonds and upon which such officer may be called upon to act or vote.

e. Developer agrees to re-certify as to the continued accuracy and completeness of this Certificate as of the date of issuance of the Series 2022 Bonds (the "Closing Date") by means of a Bring Down Certificate dated as of said Closing Date, executed by the Developer substantially in the form of this Certificate to the effect that, each representation and warranty made or covenant agreed to by the Developer herein is true and correct on and as of as of the Closing Date with the same effect as though each such representation, warranty or covenant had been made or given on and as of such date and that the Developer has performed and complied with all the terms, covenants and conditions set forth herein which are to be performed or complied with by the Developer s of the Closing Date, provided that the Continuing Information Agreement shall be substituted by referring to such document as executed.

[Signature Page Follows]

1-1 and 1-1-3

Dated this day of , 2022

LAKESHORE EAST DEVELOPMENT GROUP LLC , as Developer

By: _ Name: Title:

1-1 and J-I-4

**CITY OF CHICAGO Special Assessment Improvement Bonds,
Refunding Series 2022 (Lakeshore East Project)**

CERTIFICATE OF THE SERVICER

Capitalized terms not defined herein have the meaning ascribed to them in the Preliminary Limited Offering Memorandum of the City relating to the issuance of the Bonds, dated January 31, 2021 (the "PLOW") with any changes as may be made thereto by a Limited Offering Memorandum of the City relating to the issuance of the Bonds dated the date hereof (the "LOW"). The Bank of New York Mellon, as successor to BNY Asset Solutions LLC (the "Servicer"), in connection with the issuance and sale by the City of Chicago (the "City") of \$25,216,000 aggregate principal amount of the City's Special Assessment Improvement Bonds, Refunding Series 2022 (Lakeshore East Project) (the "Bonds"), does hereby certify as follows:

The representations and warranties of the Servicer set forth and referred to in (i) the Servicing Agreement, dated as of December 1, 2002 (the "Original Servicing Agreement"), and (ii) as amended by the representations and warranties contained in a First Supplemental Servicing Agreement to be entered among the Servicer, BNY Mellon Trust Company, as trustee, and the City as of February 1, 2022 substantially in the form attached to the LOM in Appendix B (the "First Supplemental Servicing Agreement", and together with the Original Servicing Agreement, the "Servicing Agreement") are true and correct as of the date of this Certificate. The Servicer has complied with and is not in default with all the terms of the Original Servicing Agreement as amended by the First Supplemental Servicing Agreement to be complied with by it prior to or concurrently with the date hereof.

We have reviewed and further certify that, as of the date hereof, the information contained in the PLOM (as amended by any changes as may be made thereto by the LOM) under the captions "LAKESHORE EAST PROJECT - Lakeshore East Project - Parcel Summary and Value to Lien," "SPECIAL ASSESSMENT ROLL," "SPECIAL ASSESSMENT LEVY AND COLLECTIONS " "DEBT SERVICE COVERAGE " but only that information under the

ASSESSMENT, TAX AND COLLECTIONS, DEBT SERVICE COVERAGE, and any other information under the column titled "Total Assessment with Interest," "THE SERVICING AGREEMENT," and in APPENDIX B - SERVICING AGREEMENT and any other information designated in the PLOM (as amended by any changes thereto as may be made by the LOM) as sourced to or provided by the Servicer (collectively the "Servicer's Disclosure") does not include any untrue statement of a material fact or omit any statement of a material fact that should be stated therein for the purpose for which it is used or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. If on or prior to the Closing Date (as defined below) or within twenty-five (25) days after the "end of the underwriting period" (as defined in that certain Bond Purchase Agreement for the Bonds entered into between the City and the Underwriter on the date hereof (the "Bond Purchase Agreement")) any event known to the Servicer relating to or affecting the Servicer's Disclosure shall occur which would cause any statement of a material fact contained in the PLOM or the LOM to be materially incorrect or materially incomplete or which would cause the PLOM or the LOM to omit to state a material fact, the Servicer will promptly notify the City and the Underwriter in writing of the circumstances and details of such event.

1-1 and 1.1-1-5

The Servicer agrees to recertify as to the continued accuracy and completeness of this Certificate as of the closing date for the sale of the Bonds (the "Closing Date") by means of a Bring-Down Certificate dated as of the Closing Date, executed by the Servicer substantially in the form of this Certificate to the effect that, each representation and warranty made or covenant agreed to by the Servicer herein is true and correct as of the Closing Date with the same effect as though each such representation, warranty or covenant had been made or given on and as of such date and that the Servicer has performed and complied with all the terms, covenants and conditions set forth herein which are to be performed or complied with by the Servicer before or as of the Closing Date. References to the Original Servicing Agreement shall be deleted or substituted by referring to the Servicing Agreement as the context or the City may require.

[Signature Page Follows]

1-1 and .1-1-6

IN WITNESS WHEREOF, the authorized undersigned has executed this Certificate on behalf of the Servicer on _____, 2022.

THE BANK OF NEW YORK MELLON, as successor to BNY Asset Solutions LLC, as Servicer

By:
Name:
Title:

1-1 and J-1-7

Exhibit K

Continuing Information Agreement

CONTINUING INFORMATION AGREEMENT

THIS CONTINUING INFORMATION AGREEMENT (this "Agreement") is dated as of _____, 2022, by and between THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., Chicago, Illinois, as Trustee (the "Trustee"), THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A. as Dissemination Agent (the "Dissemination Agent"), THE BANK OF NEW YORK MELLON, as successor to BNY Asset Solutions LLC, as Servicer (the "Servicer"), Lakeshore East Development Group LLC, a limited liability company of the State of Illinois (the "Developer") and the CITY OF CHICAGO (the "City", each a "Party" and collectively, the "Parties"), in connection with the issuance of the City's \$25,216,000 aggregate principal amount of Special Assessment Improvement Bonds, Refunding Series 2022 (Lakeshore East Project) (the "Bonds"). The Bonds are issued pursuant to the Trust Indenture dated as of December 1, 2002, as supplemented and amended by that certain First Supplemental Trust Indenture dated as of February 1, 2022 (collectively, the "Trust Indenture") between the City and the Trustee, and a bond ordinance adopted by the City Council of the City on September 14, 2021 (the "Bond Ordinance").

The Bonds are payable from Special Assessments and payable solely and only from the assessments and amounts on deposit in certain funds established and maintained pursuant to the Trust Indenture and as further set forth in the Trust Indenture. The Bonds are issued pursuant to the Special Assessment Supplemental Bond and Procedures Act, 50 ILCS 460 and pursuant to the Bond Ordinance and the Trust Indenture. The Bonds are issued in minimum authorized denominations of \$100,000 to a limited number (35 or less) of Qualified Institutional Buyers as defined in Rule 144A of the Securities Act of 1933, and as such are exempt from the continuing disclosure requirements of Section (b)(5) of Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934 (the "Rule"). Notwithstanding the foregoing, the Parties are entering into this Agreement on a voluntary basis at the request of Loop Capital Markets LLC, the underwriter for the Bonds (the "Underwriter") for purposes of marketing the Bonds. This Agreement and any failure to provide any information pursuant to this Agreement shall not subject any of such Parties to the Rule nor shall it constitute a default under any of the Trust Indenture, the Bond Ordinance, the Bonds, or any other agreement relating to the Bonds.

1. Purpose of this Agreement. This Agreement is being executed and delivered by each Party at the request of the Underwriter.

2. Definitions. Capitalized terms used but not defined herein have the meaning ascribed to them in that certain Limited Offering Memorandum dated as of February 15, 2022 relating to the Bonds (the "LOM"). In addition, the

Certain Limited Servicing Memorandum dated as of February 15, 2022 relating to the Bonds (the "LOI"). In addition, the following terms shall have the meaning set forth below:

"Annual Financial Information" means the financial information and operating data described in Exhibit I attached hereto and incorporated herein.

K-1

"Annual Financial Information Disclosure" means the dissemination of disclosure concerning Annual financial Information as set forth in Section 4 hereof.

"Commission" means the Securities and Exchange Commission.

"Dissemination Agent" means the Dissemination Agent hereunder or any other agent designated as such in writing by the City and which has filed with the City a written acceptance of such designation, and such agent's successors and assigns.

"EMMA" means the MSRB through its Electronic Municipal Market Access system for municipal securities disclosure or through any other electronic format or system prescribed by the MSRB for purposes of the Rule.

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"MSRB" means the Municipal Securities Rulemaking Board.

"Reportable Events Related to the Bonds" means the occurrence of any of the Events with respect to the Bonds set forth in Exhibit II attached hereto and incorporated herein.

"Reportable Events Disclosure" means dissemination of a notice of a Reportable Event Related to the Bonds as set forth in Section 5 hereof

"Other Developer Information" means the dissemination of disclosure concerning Annual Financial Information as set forth in Exhibit V attached hereto and incorporated herein.

"Rule" means Rule 15c2-12 adopted by the Commission under the Exchange Act, as the same may be amended from time to time.

"Servicer" means The Bank of New York Mellon, as successor to BNY Asset Solutions LLC, pursuant to that certain Servicing Agreement dated as of December 1, 2002, by and among the City, the Servicer and the Trustee, as supplemented by the First Supplemental Servicing Agreement dated as of February 1, 2022.

3. CUSIP Numbers The CUSIP Numbers of the Bonds are set forth in Exhibit 111 herein. All Parties will include the CUSIP Numbers in all disclosure materials described or referred to in Sections 4 and 5 of this Agreement.

4. Disclosure Requirements of the Parties. Subject to Section 7 of this Agreement, the City hereby agrees that it shall only be obligated to deliver to the trustee any adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, upon notice to the City any notice from the Internal Revenue Service provided to the City in connection with the Tax-Exempt status of the Bonds (the "City Disclosure") in such manner and format and accompanied by identifying information as is prescribed by the MSRB or the Commission at the time of delivery of such information and by such time so that such entities receive the information

the Commission at the time of delivery of such information and by such time so that such entities receive the information by the

K-2

dates specified. MSRB Rule G-32 requires all EMMA filings to be in word-searchable PDF format.

Subject to Section 7 of this Agreement, the Servicer hereby agrees that it will provide to the Trustee the Servicer Annual Financial Information (in the form and by the dates set forth in Exhibit I herein) to EMMA in such manner and format and accompanied by identifying information as is prescribed by the MSRB or the Commission at the time of delivery of such information and by such time so that such entities receive the information by the dates specified. MSRB Rule G-32 requires all EMMA filings to be in word-searchable PDF format. This requirement extends to all documents required to be filed with EMMA, including financial statements and other externally prepared reports.

Subject to Section 7 of this Agreement, the Developer hereby covenants that it will provide to the Trustee the Developer Annual Financial Information (in the form and by the dates set forth in Exhibit I herein) and the Other Developer Information in such manner and format and accompanied by identifying information as is prescribed by the MSRB or the Commission at the time of delivery of such information and by such time so that such entities receive the information by the dates specified. MSRB Rule G-32 requires all EMMA filings to be in word-searchable PDF format. This requirement extends to all documents required to be filed with EMMA, including financial statements and other externally prepared reports.

Subject to Section 7 of this Agreement, the Trustee hereby agrees that it will provide to the Dissemination Agent the Annual Financial Information, the Other Developer Information (as defined herein), the Reportable Events Related to the Bonds, if not filed with EMMA by the Trustee directly, and the City Disclosure pursuant to this Section 7 promptly upon receipt from the respective Party (and if Annual Financial Information in the form and by the dates set forth in Exhibit I herein) for dissemination by the Dissemination Agent to EMMA in such manner and format and accompanied by identifying information as is prescribed by the MSRB or the Commission at the time of delivery of such information and by such time so that such entities receive the information by the dates specified. MSRB Rule G-32 requires all EMMA filings to be in word-searchable PDF format. This requirement extends to all documents required to be filed with EMMA, including financial statements and other externally prepared reports.

Subject to Section 7 of this Agreement, the Dissemination Agent hereby covenants that it will disseminate the Annual Financial Information, the Other Developer Information, the Reportable Events Related to the Bonds and the City Disclosure provided to it (in the form and by the dates set forth in this Agreement) by each of the other Parties or by the Trustee to EMMA in such manner and format and accompanied by identifying information as is prescribed by the MSRB or the Commission at the time of delivery of such information and by such time so that such entities receive the information by the dates specified. MSRB Rule G-32 requires all EMMA filings to be in word-searchable PDF format. This requirement extends to all documents required to be filed with EMMA, including financial statements and other externally prepared reports. Such notice shall in no event be filed later than ten (10) business days after the receipt by the Dissemination Agent of the Annual Financial Information, the Other Developer Information, the Reportable Events Related to the Bonds and the City Disclosure.

5. Disclosure of Reportable Events Related to the Bonds. Subject to Section 7 of this Agreement, the Trustee hereby agrees that it will, or will cause the Dissemination Agent to, disseminate in a timely manner (not in excess of ten

hereby agrees that it will, or will cause the Dissemination Agent to, disseminate in a timely manner (not in excess of ten (10) business days after the occurrence of the Reportable Event Related to the Bonds) Reportable Events Related to the Bonds to EMMA in such manner and form and accompanied by identifying information as is prescribed by the MSRB or the Commission at the time of delivery of such information. Whenever the Trustee obtains knowledge of the occurrence of a Reportable Event Related to the Bonds, whether because of notice from the Dissemination Agent, the other Parties or otherwise, the Trustee shall determine as soon as possible (but in no event in excess of ten (10) business days after the occurrence of the event giving rise to the Reportable Event Related to the Bonds) if such event is a "Reportable Event related to the Bonds" which is required to be disseminated to EMMA pursuant to this Agreement. If the Trustee determines that an event is a Reportable Event Related to the Bonds, the Trustee shall promptly notify the Dissemination Agent in writing and instruct the Dissemination Agent to report such Reportable Event, in which event the Dissemination Agent shall file a notice of such Reportable Event related to the Bonds to EMMA. Such notice shall in no event be filed later than ten (10) business days after the occurrence of the event giving rise to the Reportable Event Related to the Bonds.

MSRB Rule G-32 requires all EMMA filings to be in word-searchable PDF format. This requirement extends to all documents required to be filed with EMMA pursuant to this Agreement, including financial statements and other externally prepared reports. Notwithstanding the foregoing, notice of defeasance of any Bonds need not be given under this Agreement any earlier than the notice (if any) of such redemption or defeasance is given to the Bondholders pursuant to the Trust Indenture and the Bond Ordinance.

6. Consequences of Failure to Provide Information. In the event of a failure of any Party to this Agreement to comply with any provision of this Agreement, the beneficial owner of any Bond or any other non-breaching Party may seek mandamus or specific performance by court order, to cause the defaulting party to comply with its obligations under this Agreement. Any such action may be filed only in the Circuit Court of Cook County, Chicago, Illinois. A default under this Agreement by any Party shall not be deemed a default under the Trust Indenture or the Bond Ordinance, and the sole remedy under this Agreement in the event of any failure of any Party to comply with this Agreement shall be an action to compel performance.

7. Termination of Agreement. Except as provided in Exhibit I b. with respect to certain obligations of the Developer regarding its Semi-Annual Financial Information and Other Developer Information, this Agreement, and the obligations of the Parties hereunder, shall be terminated hereunder if the City shall no longer have any legal liability for any obligation on or relating to repayment of the Bonds under the Trust Indenture, the Bonds and the Bond Ordinance, including defeasance or payment of the Bonds in full. The Trustee shall notify the Dissemination Agent who shall give prompt notice to EMMA if this Section is applicable.

8. Dissemination Agent. The City may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Agreement, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination

K-4

Agent. The City has engaged the Dissemination Agent to act as Dissemination Agent with respect to the parties' obligations under this Agreement.

The Dissemination Agent, including its officers, directors, employees and agents, shall: (a) not be liable for any action taken or omitted with respect to this Agreement so long as it shall have acted in good faith and without gross negligence; (b) be entitled to compensation for its services hereunder as provided in a separate written agreement with the City, which is made a part hereof, and for reimbursement of its out-of-pocket expenses including, but not by way of limitation, the fees and costs of attorneys or agents which it may find necessary to engage in performance of its duties hereunder, all to be paid by the City; (c) have only those duties as are specifically provided herein, which shall be deemed

hereunder, and to be paid by the City, (c) have only those duties as are specifically provided herein, which shall be deemed purely ministerial in nature, and shall under no circumstance be deemed a fiduciary any party to this Agreement. IN NO EVENT SHALL THE DISSEMINATION AGENT BE LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY (i) DAMAGES OR EXPENSES ARISING OUT OF THE SERVICES PROVIDED HEREUNDER, OTHER THAN DAMAGES WHICH RESULT FROM THE DISSEMINATION AGENT'S FAILURE TO ACT IN ACCORDANCE WITH THE STANDARDS SET FORTH IN THIS AGREEMENT, OR (ii) SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, EVEN IF THE DISSEMINATION AGENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; (d) have the right, but not the obligation, to consult with counsel of choice and shall not be liable for action taken or omitted to be taken by Dissemination Agent either in accordance with the advice of such counsel, or in accordance with any opinion of counsel addressed and delivered to the Dissemination Agent; and (e) have the right to perform any of its duties hereunder through agents, attorneys, custodians or nominees, and shall not be responsible for the misconduct or negligence of such agents, attorneys, custodians and nominees appointed by it with due care. The Dissemination Agent shall not be liable under any circumstances for monetary damages to any person for any breach of this Agreement. The sole remedy for failure of the Dissemination Agent to perform hereunder is specific performance.

It is understood and agreed that any information that the Dissemination Agent may be instructed to file on EMMA shall be prepared and provided to it by the Servicer, the Developer, the Trustee or the City, as the case may be. The Dissemination Agent has undertaken no responsibility with respect to any reports, notices or disclosures provided to it under this Agreement, and has no liability to any person, including any holder of Bonds, with respect to any such reports, notices or disclosures. The fact that the Dissemination Agent or any affiliate thereof may have any fiduciary or banking relationship with any party to this Agreement shall not be construed to mean that the Dissemination Agent has actual knowledge of any event or condition except as may be provided by written notice to the Dissemination.

The Dissemination Agent may at any time resign by giving 30 days written notice of resignation to the other Parties. Upon receiving such notice of resignation, the City shall promptly appoint a successor or assume the duties of the Dissemination Agent hereunder. Any bank, corporation or association into which the Dissemination Agent may be merged or converted or with which it may be consolidated, or any bank, corporation or association resulting from any merger, conversion or consolidation to which the Dissemination Agent shall be a party, or any bank, corporation or association succeeding to all or substantially all of the corporate trust business of the Dissemination Agent shall be the successor of the Dissemination Agent hereunder without the execution or filing of any paper with any party hereto or any further act on

K-5

the part of" any of the parties hereto except on the part of any of the parties hereto where an instrument of transfer or assignment is required by law to effect such succession, anything herein to the contrary notwithstanding.

The Dissemination Agent may conclusively rely and shall be fully protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, approval 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 Dissemination Agent may consult with counsel and the advice or any opinion of counsel shall be full and complete authorization and protection in respect of any action taken or omitted by it hereunder in good faith and in accordance with such advice or opinion of counsel.

9. Beneficiaries. This Agreement shall inure solely to the benefit of the Parties, and the beneficial owners of the Bonds, and shall create no rights in any other person or entity.

10. Recordkeeping. The Dissemination Agent shall maintain records of all Annual Financial Information Disclosure, Other Developer Information, City Disclosure and Reportable Events Related to the Bonds, including the content of such disclosure, the names of the entities with whom such disclosure was filed and the date of filing such

content of such disclosure, the names of the entities with whom such disclosure was filed and the date of filing such disclosure.

[Signature Page Follows]

K-6

CITY OF CHICAGO

By:

Name: Jennie Huang Bennett Its: Chief Financial Officer

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., Chicago, Illinois, as Trustee and
as Dissemination Agent

By:

Name:

Its:

THE BANK OF NEW YORK MELLON as successor to RNY Asset Solutions LLC as Servicer

THE BANK OF NEW YORK MELLON, as successor to BNY Asset Solutions LLC, as Servicer

By:
Name:
Its:

LAKESHORE EAST DEVELOPMENT GROUP LLC, as Developer

By:
Name:
Its:

Continuing Information Agreement Signature Page

Exhibit I Annual Financial Information

As used herein, "Annual Financial Information" means the financial information as set forth below.

a. **Servicer Annual Financial Information:**

Financial information and operating data which means an update of the tables in the Limited Offering Memorandum contained under the captions "SPECIAL ASSESSMENT LEVY AND COLLECTIONS" which five year comparative data form shall be updated annually and completed by the Servicer and submitted to the Dissemination Agent on or before December 1 of each year.

b. **Developer Semi-Annual Financial Information:**

Developer Semi-Annual Financial Information construction and parcel ownership updates with respect to those parcels listed in the form attached hereto as Exhibit IV and incorporated herein as shown in the drawing and Section "LAKESHORE EAST PROJECT - Parcel Construction and Ownership - Under Construction-and Undeveloped Parcels" of the LOM and updated information to the matters set forth in Exhibit V herein, completed by the Developer in the format shown in Exhibit IV, will be submitted by the Developer to the Dissemination Agent not later than June 1 and December 1 of each year. Developer Semi-Annual Financial Information will be submitted to the Dissemination Agent until the City shall no longer have any legal liability for any obligation on or relating to repayment of the Bonds under the Trust Indenture, the Bonds and the Bond Ordinance, including defeasance or payment of the Bonds except as follows: (A) on each of the parcels C/D, I, J, K, and L shown in Exhibits IV and V until the receipt of the

follows: (A) on each of the parcels C/D, I, J, K, and L shown in Exhibits IV and V until the receipt of the certificate of occupancy for each respective parcel; (B) regarding each of Parcel O and Lot 12 shown in Exhibits IV and V until the sale or receipt of certificate of occupancy of both parcels, or upon the receipt of certificate of occupancy for all of parcels C/D, I, J, K and L, whichever occurs first and (C) with respect to Developer's Obligation to update the information shown in Exhibits IV and V, for so long as Developer's obligations to provide continuing disclosure has not ended pursuant to clauses (A) and (B) above. Each parcel described in (A) and (B) above is referred to as a "Semi-Annual Developer Disclosure Parcel" and collectively are referred to as the "Semi-Annual Developer Disclosure Parcels" in Exhibits IV and V.

Exhibit 1

EXHIBIT H

Reportable Events Related to the Bonds Principal and interest payment delinquencies.

Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the Bonds, upon notice to the Trustee

Defeasances.

Release, substitution or sale of property securing repayment of the Bonds, if material.

Appointment of a successor or additional trustee or the change of name of a trustee, if material.

Fx 111 B11" II

Exhibit HI CUSIP Numbers

Special Assessment Improvement Bonds, Series 2022

Maturity Date	CUSIP
12/01/2022	167686AD6
12/01/2023	167686A E4
12/01/2024	167686AF1
12/01/2025	167686AG9
12/01/2026	167686AH7
12/01/2027	167686AJ3
12/01/2028	167686AK0
12/01/2029	167686AL8
12/01/2030	167686AM6
12/01/2031	167686AN4
12/01/2032	167686AP9

Exhibit III

Exhibit IV

Form of Construction and Parcel Ownership Information

Exhibit IV

Exhibit V Other Developer Information

- a. The estimated completion date of each of the Semi-Annual Developer Disclosure Parcels¹;
- b. Any bulk sale of any Semi-Annual Developer Disclosure Parcel (other than individual condominium units) to a non-related entity;
- c. Any pending litigation that may affect the ability to pay the Special Assessment in any Semi-Annual Developer Disclosure Parcel;
- d. Any material change to the ownership of any Semi-Annual Developer Disclosure Parcel;
- e. Any failure by an owner of a Semi-Annual Developer Disclosure Parcel to pay general ad valorem property taxes or Special Assessments;
- f. Any termination of credit or default under any financing related to a Semi-Annual Developer Disclosure Parcel;
- g. Any occurrence of any event of bankruptcy with respect to the Developer or any owner of a Semi-Annual Developer Disclosure Parcel;
- h. Any significant amendments to the land use entitlements of a Semi-Annual Developer Disclosure Parcel;
- i. Any governmentally imposed conditions which would prevent or delay the development of any Semi-Annual Developer Disclosure Parcel; and
- j. Any other material changes of which the Developer has knowledge that would prevent or delay the development of any Semi-Annual Developer Disclosure Parcel.

¹ Parcels C/D, I, J, K, L, O and Lot 12

I-X1-1 IBM V

EXHIBIT D

NEW ISSUE-BOOK-ENTRY ONLY

In the opinion of Co-Bond Counsel, based upon an analysis of existing laws, regulations, rulings and court decisions and, assuming, among other matters, continuing compliance with certain conditions and requirements of the Internal Revenue Code of 1986, as amended (the "Code"), interest on the Bonds is excluded from gross income for Federal income tax purposes and is not an item of tax preference in computing federal, alternative minimum taxable income. Interest on the Bonds is not exempt from present State of Illinois income taxes. Co-Bond Counsel expresses no opinion regarding any other tax consequences related to the ownership or disposition of or the accrual or receipt of interest on, the Bonds. See the heading "FAX EXEMPTION."

\$25,216,000 CITY OF CHICAGO Special Assessment Improvement Bonds, Refunding Series 2022 (Lakeshore East Project)

Due: December 1, as shown below

This Limited Offering Memorandum is being furnished solely for consideration by prospective sophisticated purchasers of the above-captioned bonds (the "Bonds") with substantial financial resources and the experience and financial expertise to understand and evaluate the high degree of risk inherent in this investment. Purchase of the Bonds will constitute an investment, secured solely by a pledge of special assessments and certain other amounts held in funds established pursuant to the Trust. Indenture hereinafter referred to. The purchase of the Bonds is an investment subject, to a high degree of risk, including the risk of non-payment of principal and interest... See "RISK FACTORS" herein.

The Bonds are issuable only as fully registered bonds without coupons and, when issued, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"). Individual purchases will be made in book-entry form only, in principal amounts of \$100,000 or integral multiples of \$1,000 in excess thereof. Beneficial Owners of the Bonds will not receive physical certificates representing their interest in the Bonds purchased. Principal of, premium, if any, and interest on the Bonds are payable by The Bank of New York Mellon Trust Company, N.A., as trustee, to DTC, which will remit such principal, premium, if any, and interest to DTC's Participants, who in turn will be responsible for remitting such payments to the Beneficial Owners of the Bonds, as described herein. Interest on the Bonds is payable on June 1 and December 1 of each year, commencing June 1, 2022 until maturity.

The Bonds are subject to mandatory redemption prior to maturity as set forth herein. The Bonds are not subject to optional redemption prior to maturity.

The Bonds are being issued pursuant to Section 6 of Article VII of the Illinois Constitution, the Municipal Code of Chicago, Division 2 of Article 9 of the Illinois Municipal Code, the Special Assessment Supplemental Bond and Procedures Act, and the Local Government Debt Reform Act and the Ordinance as described herein and, in the opinion of Co-Bond Counsel, will constitute valid and legally binding limited obligations of the City of Chicago (the "City") payable solely and only from the assessments and amounts on deposit in certain funds established and maintained pursuant to the Trust Indenture, as set forth herein.

THE BONDS ARE NOT GENERAL OBLIGATIONS OF THE CITY AND NEITHER THE FULL FAITH AND CREDIT NOR THE GENERAL TAXING POWER OF THE CITY, THE COUNTY OF COOK, THE STATE OF ILLINOIS, OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE BONDS. THE BONDS DO NOT CONSTITUTE AN INDEBTEDNESS OR A LOAN AGAINST THE GENERAL TAXING POWERS OR CREDIT OF THE CITY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION OR LIMITATION. NO HOLDER OF ANY BOND SHALL HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY TAXING POWER OF THE CITY, THE COUNTY OF COOK, THE STATE OF ILLINOIS, OR ANY POLITICAL SUBDIVISION THEREOF FOR PAYMENT OF THE PRINCIPAL AMOUNT OF, PREMIUM, IF ANY, OR INTEREST ON THE BONDS.

The Bonds are offered, when, as and if issued, subject to prior sale, withdrawal or modification of the offer without notice, and subject to the approving legal opinions of Foley & Lardner, LLP, Chicago, Illinois and Charity & Associates, P.C., Chicago, Illinois, Co-Bond Counsel, and certain other conditions. Burke, Warren, MacKay McKenney-Schmitt, P.C., Chicago, Illinois, and Coillins & Associates, Chicago, Illinois, are acting as Co-Disclosure Counsel to the City. Certain legal matters will be passed upon for the City by Neat & Leroy, LLC, Chicago, Illinois, and for the City by its Corporate Counsel. It is expected that the Bonds will be available for delivery through the facilities of DTC in New York, New York on or after February 15, 2022.

GOOD CAPITAL MARKETS

LOOP CAPITAL MARKETS

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MATURITY SCHEDULE

CITY OF CHICAGO

\$25,216,000 SPECIAL ASSESSMENT IMPROVEMENT BONDS, REFUNDING SERIES 2022
(LAKESHORE EAST PROJECT)

Maturity (December 1)

2022 2023 2024 2025 2026 2027 2028 2029 2030 2031 2032

Amount

\$1,887,000 1,776,000 1,888,000 2,011,000 2,143,000 2,287,000 2,440,000 2,608,000 2,787,000 2,978,000 2,411,000

Interest Rate

1.570%
1.990
2.270
2.530
2.690
2.870
3.040
3.200
3.290
3.380
3.450

Yield %

1.570%
1.990
2.270
2.530
2.690
2.870
3.040
3.200
3.290
3.380
3.450

Price

\$100,000 100.000 100.000 100.000 100.000 100.000 100.000 100.000 100.000 100.000 100.000
100.000

CUSIP¹

167686 AD6 167686 AL4 167686 AF1 167686 AG9 167686 AH7 167686 AJ3 167686 AK0 167686 AL8 167686 AM6 167686 AN4
167686 AP9

"CUSIP data herein is provided by the CUSIP Global Services, managed on behalf of S&P Global Market Intelligence. No representations are made as to the correctness of the CUSIP numbers. These CUSIP numbers may also be subject to change after the issuance of the Bonds.

LIMITED OFFERING MEMORANDUM

THIS LIMITED OFFERING MEMORANDUM IS BEING FURNISHED BY THE CITY OF CHICAGO (THE "CITY") TO THIRTY-FIVE OR FEWER SOPHISTICATED INVESTORS OR REGISTERED INVESTMENT COMPANIES UNDER THE INVESTMENT COMPANY ACT OF 1940 SOLELY FOR THE PURPOSE OF EACH INVESTOR'S CONSIDERATION OF THE PURCHASE OF THE BONDS, AND IS NOT TO BE USED FOR ANY OTHER PURPOSE OR MADE AVAILABLE TO ANYONE NOT DIRECTLY CONCERNED WITH THE DECISION REGARDING SUCH PURCHASE.

Each prospective purchaser is hereby offered the opportunity, prior to purchasing any Bonds, to ask questions of, and receive answers from, the Underwriter concerning the terms and conditions of the offering, and to obtain additional information to the extent the Underwriter possess the same or can acquire it without unreasonable effort or expense, provided, however, that no dealer, broker, salesman or other person has been authorized to give any information or to make any representation other than as contained in this Limited Offering Memorandum in connection with the offering described herein, and if given or made, such information or representation must not be relied upon as having been authorized. In accordance with, and as part of its responsibilities to investors under the Federal securities laws as applied to the facts and circumstances of this transaction, the Underwriter has reviewed the information in the Limited Offering Memorandum but does not guarantee the accuracy or completeness of such information. Neither the delivery of this Limited Offering Memorandum nor the sale of any of the Bonds shall imply that the information herein is correct as of any time subsequent to the date hereof. No information provided orally by the Underwriter or the City shall be relied upon or construed as a contract by any party.

constructed as a contract by any party.

This Limited Offering Memorandum should be considered in its entirety and no one factor should be considered more or less important than any other by reason of its position in this Limited Offering Memorandum. Where statutes, reports, agreements or other documents are referred to herein, reference should be made to such statutes, reports, agreements or other documents for more complete information regarding the rights and obligations of parties thereto, facts and opinions contained therein and the subject matter thereof.

THE BONDS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND THE INDENTURE HAS NOT BEEN QUALIFIED UNDER THE TRUST INDENTURE ACT OF 1939, AS AMENDED, IN RELIANCE UPON EXEMPTIONS CONTAINED IN SUCH ACTS. THE REGISTRATION OR QUALIFICATION OF THE BONDS IN ACCORDANCE WITH THE APPLICABLE PROVISIONS OF SECURITIES LAWS OF THE STATES IN WHICH THE BONDS HAVE BEEN REGISTERED OR QUALIFIED AND THE EXEMPTION FROM REGISTRATION OR QUALIFICATION IN OTHER STATES CANNOT BE REGARDED AS A RECOMMENDATION THEREOF. NEITHER THESE STATES NOR ANY OF THEIR AGENCIES HAVE PASSED UPON THE MERITS OF THE BONDS OR THE ACCURACY OR COMPLETENESS OF THIS LIMITED OFFERING MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY MAY BE A CRIMINAL OFFENSE.

THE BONDS HAVE RISK CHARACTERISTICS WHICH REQUIRE CAREFUL ANALYSIS AND CONSIDERATION BEFORE A DECISION TO PURCHASE IS MADE. THE BONDS SHOULD BE PURCHASED BY INVESTORS WHO HAVE ADEQUATE EXPERIENCE TO EVALUATE THE MERITS AND RISKS OF THE BONDS. PROSPECTIVE INVESTORS ARE NOT TO CONSTRUCTUALLY RELY ON THE CONTENTS OF THIS LIMITED OFFERING MEMORANDUM OR ANY PRIOR OR SUBSEQUENT COMMUNICATION FROM THE UNDERWRITER, ITS AFFILIATES, OFFICERS AND EMPLOYEES OR ANY PROFESSIONAL ASSOCIATED WITH THIS OFFERING AS INVESTMENT OR LEGAL ADVICE. EACH PROSPECTIVE INVESTOR SHOULD CONSULT ITS OWN COUNSEL, ACCOUNTANT AND OTHER ADVISORS AS TO FINANCIAL, LEGAL AND RELATIVES MATTERS CONCERNING THE INVESTMENT DESCRIBED HEREIN.

IN CONNECTION WITH THE OFFERING OF THE BONDS, THE UNDERWRITER MAY OVER-ALLOT OR EFFECT TRANSACTIONS THAT STABILIZE OR MAINTAIN THE MARKET PRICE OF SUCH BONDS AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

Certain statements included or incorporated by reference in this Limited Offering Memorandum constitute "forward-looking statements" within the meaning of the United States Private Securities Litigation Reform Act of 1995, Section 21 E of the United States Securities Exchange Act of 1934, as amended, and Section 27 A of the United States Securities Act of 1933, as amended. Such statements are generally identifiable by the terminology used such as "plan," "believe," "expect," "estimate," "anticipate," "intend," "projected," "budget," "could," or similar words. Additionally, all statements in this Limited Offering Memorandum, including forward-looking statements, speak only as of the date they are made.

CITY OF CHICAGO

MAYOR
Lori L. Lightfoot

CITY TREASURER
Melissa Conyears-Ervin

CITY FINANCIAL OFFICER

CHIEF FINANCIAL OFFICER

Jennie Huang Bennett

CITY CLERK

Andrea M. Valencia

CITY COUNCIL COMMITTEE ON FINANCE

Scott Waguespack, Chairman

CITY COMPTROLLER

Reshma Soni

BUDGET DIRECTOR

Susie Park

CORPORATION COUNSEL

Celia Meza, Esq.

CO-BOND COUNSEL

Eoley & Lardner, LLP Chicago, Illinois

Charily & Associates, P.C. Chicago. Illinois

CO-DISCLOSURE COUNSEL

rke. Warren. MacKay & Serritella. P Chicago. Illinois

Cotillas & Associates Chicago. Illinois

FINANCIAL ADVISOR

PEM Financial Advisors LLC

TABLE OF CONTENTS

	Page
INTRODUCTORY STATEMENT	1
THE BONDS	2
General Description ofthe Bonds	2
Redemption	3
Prepayment of Assessments	4
Additional Bonds	4
Book-Entry Only System	4
REFUNDING PLAN	5
General	5
Refunding of Prior Bonds	5
SOURCES AND USES OF FUNDS	6

LAKESHORE EAST PROJECT	7
General	7
Completion of Lakeshore East Project	7
Lakeshore East Project - Parcel Summary and Value to Lien	8
Parcel Construction and Ownership	9
Environmental Update on Lakeshore East Project Site	10
Bond Financed Public Improvements Project Summary	11
 SPECIAL ASSESSMENT ROLL	 12
 SPECIAL ASSESSMENT LEVY AND COLLECTIONS	 12
 DEBT SERVICE COVERAGE	 14
 SECURITY AND SOURCE OF PAYMENT FOR THE BONDS	 14
General	14
Funds and Accounts	15
Covenants of the City	19
Investments	20
Enforcement of Special Assessment Liens - Cook County	21
 THE SERVICING AGREEMENT	 23
Servicing Agreement	23
Servicer	24
 ITTE CITY	 25
 THE SPECIAL ASSESSMENT PROCEEDINGS	 25
The Authorizing Acts	25
Special Assessments	25
 RISK FACTORS	 26
Limited Source of Funds	26
Overlapping Indebtedness	26
 Unimproved Lots	
Assessment Delinquencies	
Potential Delay and Limitations in Foreclosure Proceedings	
Condemnation	
Bankruptcy	
Limited Secondary Market	
Loss of Tax Exemption	
Risk of Legislative and Judicial Changes	
Information Not Verified	
Failure to Complete Development of the Lakeshore East Project	
Local, State and Federal Land Use Regulations	
Competition	
Concentration of Ownership of Parcels and Lots Undeveloped or Under Construction	
Reliance on the City Condominium and Rental Market	
Environmental	

ENVIRONMENTAL

Disclosures Regarding Covid-19

Cyber Attacks

Tax Delinquent Sale of Real Properties in Cook County

UNDERWRITING

LEGAL OPINIONS

TAX EXEMPTION

CONTINUING DISCLOSURE

LIMITED OFFERING

FINANCIAL ADVISOR

NO LITIGATION

NO RATING

MISCELLANEOUS

AUTHORIZATION

APPENDIX A - TRUST INDENTURE

APPENDIX B - SERVICING AGREEMENT

APPENDIX C - CO-BOND COUNSEL OPINIONS

APPENDIX D - BOOK-ENTRY ONLY SYSTEM

APPENDIX E-CONTINUING INFORMATION AGREEMENT

APPENDIX F - INVESTOR LETTER

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**\$25,216,000 CITY OF CHICAGO Special Assessment
Improvement Bonds, Refunding Series 2022 (Lakeshore East
Project)**

INTRODUCTORY STATEMENT

This Limited Offering Memorandum, which includes the cover page and Appendices attached hereto, is provided to furnish information in connection with the issuance and sale by the City of Chicago (the "City") of \$25,216,000 aggregate principal amount of its Special Assessment Improvement Bonds, Refunding Series 2022 (Lakeshore East Project) (the "Bonds"). The Bonds will be issued by the City pursuant to (i) Section 6 of Article VII of the Illinois Constitution, Division 2 of Article 9 of the Illinois Municipal Code, 65 ILCS 5/0, as modified and supplemented by Section 075 of Title 2, Chapter 102 of the Municipal Code of Chicago, the

Code, 65 ILCS 5/9 as modified and supplemented by Section 6/5 of Title 2, Chapter 102 of the Municipal Code of Chicago, the Special Assessment Supplemental Bond and Procedures Act, 50 ILCS 460 and the Local Government Debt Reform Act, 30 ILCS 350 (collectively, the "Authorizing Acts"), and (ii) an Ordinance adopted by the City Council of the City on September 14, 2021 (the "Ordinance"). The Bonds will be issued as fully registered bonds without coupons in book-entry form only in denominations of \$100,000 or any integral multiple of \$1,000 in excess thereof.

The Bonds will be secured primarily by special assessments (the "Assessments") imposed on lots (each a "Lot" as such term is defined in the Trust Indenture or a "Parcel", as defined herein). The Lots collectively constitute, the "Lakeshore East Project Site" which benefit from the Bond Financed Public Improvements Project, as defined herein. The Assessments were approved by the Circuit Court of Cook County, Illinois, County Department, County Division (the "Court") following notice and proceeding as required by the Authorizing Acts. In addition, the Bonds will be payable from and secured by certain funds established pursuant to the Ordinance and the Trust Indenture dated as of December 1, 2002 (the "Original Indenture"), as amended and supplemented by the First Supplemental Trust Indenture dated as of February 1, 2022 (the "First Supplemental Indenture" and together with the Original Indenture, collectively, the "Trust Indenture") each between the City and The Bank of New York Mellon Trust Company, N.A., as successor trustee to BNY Midwest Trust Company (the "Trustee"). See "THE BONDS." Capitalized terms used but not defined herein shall have the meaning given such terms in the Trust Indenture. See APPENDIX A - Trust Indenture.

The Bonds are being issued to (i) refund all of the City's Special Assessment Improvement Bonds, Series 2002 (Lakeshore East Project) (the "Prior Bonds"); (ii) fund certain reserves for the Bonds and (iii) pay costs of issuance of the Bonds. See "REFUNDING PLAN."

The Prior Bonds were issued to finance a portion of the cost of acquisition and construction of certain public improvements by the City, consisting of: sanitary sewers, storm sewers, water mains, streets, curbs, gutters, sidewalks, street lights, park improvements, right-of-way improvements, road improvements, grading, excavation, landscaping and architectural and engineering services (collectively, the "Bond Financed Public Improvements Project"). The Bond Financed Public Improvements Project is for the benefit of the development of Lakeshore East (the "Lakeshore East Project"), as generally described in that certain Residential-Business Planned Development Ordinance No. 70, as amended ("PD70"), and the Master Plan and Design Standards for the Lakeshore East dated March 15, 2001, originally prepared by Skidmore Owings and Merrill, LLP (collectively, the "Master Plan"), as amended.

"The Bond Financed Public Improvements Project constitutes the public infrastructure improvements required to be undertaken by Lakeshore East LLC, a limited liability company of the State

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of Illinois as the "Owner" and Lakeshore East Development Group LLC, a limited liability company of the State of Illinois, as the "Developer" and together with the Owner, the "Original Developer Entities". The Original Developer Entities constructed the Bond financed Public Improvements Project pursuant to a Development Agreement, dated January 14, 2003, as amended (the "Development Agreement") and a Construction and Maintenance Agreement, dated January 14, 2003, as amended each by and between the City and the Original Developer Entities (the "Construction and Maintenance Agreement, and together with the Development Agreement, the "Developer Agreements"). See - LAKESHORE EAST PROJECT.

IN THE OPINION OF CO-BOND COUNSEL, THE BONDS WILL CONSTITUTE VALID AND LEGALLY BINDING LIMITED OBLIGATIONS OF THE CITY, PAYABLE SOLELY AND ONLY FROM THE ASSESSMENTS AND AMOUNTS ON DEPOSIT IN CERTAIN OF THE FUNDS AND ACCOUNTS ESTABLISHED AND MAINTAINED UNDER THE TRUST INDENTURE, AS SET FORTH HEREIN. THE BONDS ARE NOT GENERAL OBLIGATIONS OF THE CITY AND NEITHER THE FULL FAITH AND CREDIT NOR THE GENERAL TAXING POWER OF THE CITY, THE COUNTY OF COOK, THE STATE OF ILLINOIS OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE BONDS. NO HOLDER OF ANY BOND SHALL HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY TAXING POWER OF THE CITY FOR PAYMENT OF THE PRINCIPAL AMOUNT OF, PREMIUM, IF ANY, OR INTEREST ON THE BONDS. THE BONDS DO NOT CONSTITUTE AN INDEBTEDNESS OR A LOAN AGAINST THE GENERAL TAXING POWERS OR CREDIT OF THE CITY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION OR LIMITATION.

THE BONDS

THE BONDS

General Description of the Bonds

The Bonds will be issued in the aggregate principal amount of \$25,216,000, will bear interest at the rates and mature in the amounts and on the dates as set forth on the cover page of this Limited Offering Memorandum, subject to mandatory redemption as described herein. The Bonds will be issued only as fully registered bonds without coupons in book-entry form in authorized denominations of \$100,000 or any integral multiple of \$1,000 in excess thereof.

The Depository Trust Company, New York, New York ("DTC"), will act as securities depository for the Bonds. Principal of, premium, if any, and interest on the Bonds will be paid by the Trustee directly to DTC, which will remit such principal, premium, if any, and interest to DTC's Participants, who, in turn will be responsible for remitting such payments to the Beneficial Owners of the Bonds. See "THE BONDS - Book-Entry Only System."

Interest on the Bonds will be paid in lawful money of the United States of America semiannually on June 1 and December 1 of each year (each, an "Interest Payment Date"), commencing June 1, 2022. Interest on the Bonds shall be calculated on the basis of a 360-day year composed of twelve 30-day months.

Each Bond shall be dated the date of delivery (the "Dated Date") and shall bear interest from the Interest Payment Date next preceding the date of registration and authentication thereof unless such Bond is registered as of an Interest Payment Date, in which event it shall bear interest from the date thereof, or unless such Bond is registered prior to the first Interest Payment Date, in which event it shall bear interest from the Dated Date, or unless, as shown by the records of the Trustee, interest on such Bond shall be in default, in which event it shall bear interest from the date to which interest has been paid in full.

Redemption

Optional Redemption. The Bonds are not subject to optional redemption prior to maturity.

Special Mandatory Redemption The Bonds are also subject to mandatory redemption on any Interest Payment Date, by operation of the Prepayment Account of the Debt Service fund, in part and by lot, at the Redemption Price equal to the principal amount thereof to be redeemed, plus accrued interest to the date of redemption.

In the event of the mandatory redemption of Bonds by operation of the Prepayment Account of the Debt Service fund as described above; the principal amount so redeemed shall be credited pro-rata against the unsatisfied balance of future maturity amounts of the Bonds.

Selection of Bonds to Be Redeemed by Lot. In the event of the redemption of less than all the Outstanding Bonds of like maturity, the Trustee will assign to each such Outstanding Bond a distinctive number for each \$1,000 of the principal amount of such Bond and shall select by lot, using such method of selection as it shall deem proper in its discretion, from the numbers assigned to such Bonds as many numbers as, at \$1,000 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, but only so much of the principal amount of each such Bond of a denomination of more than \$1,000 shall be redeemed as shall equal \$1,000 for each number assigned to it and so selected.

Notice of Redemption. When redemption of Bonds is authorized or required pursuant to the Trust Indenture, the Trustee shall give notice, in the name of the City, of the redemption, which notice shall specify the Bonds to be redeemed, whether the redemption date is conditioned upon the deposit of funds sufficient to effect the redemption, the redemption date, and the place where amounts due upon such redemption will be payable. Such notice shall further state that on such date there shall become due and payable upon each Bond to be redeemed the Redemption Price thereof or the Redemption Price of the specified portions of the principal thereof in the case of Bonds to be redeemed in part only, together with interest accrued to the redemption date, and that from and after such date

the case of Bonds to be redeemed in part only, together with interest accrued to the redemption date, and that from and after such date interest thereon shall cease to accrue and be payable. Such notice shall be mailed by first class mail, postage prepaid, by the Trustee, not less than 30 days nor more than 60 days prior to the redemption date, to the Owners of any Bonds or portions of Bonds which are to be redeemed, at their last addresses, if any, appearing upon the registry books of the Bond Registrar; provided that if all Bonds are held in book-entry form such notice may be given in accordance with the representation letter of the Securities Depository. Failure to give notice of redemption by mail, or any defect in such notice, to the Owner of any Bond shall not affect the validity of the proceedings for the redemption of any other Bonds. Reference is further expressly made to any means of giving a notice of redemption as may be agreed upon between the City and the Securities Depository, which notice may be given in lieu of the mailed notice to Owners hereinabove specified.

Payment of Redeemed Bonds. Notice having been given in the manner provided above, the Bonds or portions thereof so called for redemption shall become due and payable on the redemption date so designated at the Redemption Price and, upon presentation and surrender thereof at the office specified in such notice, such Bonds, or portions thereof, shall be paid at the Redemption Price. If there shall be drawn for redemption less than all of a Bond, the City shall execute and the Trustee shall authenticate and deliver, upon the surrender of such Bond, without charge to the Owner thereof, for the unredeemed balance of the principal amount of the Bonds so surrendered. Bonds of like Series and maturity and interest rate in any of the Authorized Denominations. If, on the redemption date, moneys for the redemption of all the Bonds or portions thereof of any like Series and maturity, to be redeemed, together with interest to the redemption date, shall be held by the Trustee so as to be available therefor on said date and if notice of redemption shall have been given as aforesaid, then, from and after the redemption date interest on the Bonds or

portions thereof of such Series and maturity so called for redemption shall cease to accrue and become payable. If said moneys shall not be so available on the redemption date, such Bonds or portions thereof shall continue to bear interest until paid at the same rate as they would have borne had they not been called for redemption.

Prepayment of Assessments

Under the Authorizing Acts, all or any portion of the Assessments are subject to any prepayment at any time. The Servicer (as defined herein), is obligated by the Servicing Agreement and the Trust Indenture to calculate the proper amount of prepayment for any Lot, as follows:

The amount of the prepayment of the Assessment with respect to any Lot shall be calculated as follows: (i) a ratio shall be determined which shall be the unpaid amounts in the Roll Component "Total Assessment" for such Lot (taking into account any interest and charges related to delinquencies in payment) divided by the total of all unpaid Total Assessments (the "Assessee's Quotient"); (ii) the Assessee's Quotient shall be multiplied by the principal amount of the Bonds outstanding, as provided by the Trustee; (iii) the Assessee's Quotient shall be multiplied by the amount on deposit in the Debt Service Reserve Account; (iv) interest shall be calculated from the last Assessment payment date accruing at the rate of 6.75% per annum on the principal amount determined in clause (ii) of this paragraph, (v) the Prepayment amount shall be (ii) plus (iv) less (iii).

After determination of the proper amount for Prepayment, as specified above, the Servicer is obligated to provide such calculation and information to the Trustee, the Assessee and the City. There shall be a five (5) business day interim after receipt of such information from the Servicer for inquiry or correction by the City; and, thereupon, the Trustee is authorized to accept Prepayment with respect to such Lot and give receipt for same. The amount so received shall immediately be deposited by the Trustee in the Prepayment Account. At such time, the Servicer shall write the word "Paid" on the Roll opposite the Lot on which the Assessment (or portion thereof) is prepaid, together with the name and post office address of the person making the prepayment and the date of same, or otherwise note that the Assessment (or portion thereof) has been prepaid. Pursuant to the Authorizing Acts, when the amount of any Prepayment has been made in full, the City, with the cooperation of the Trustee, shall execute and deliver a release of the Special Assessment Lien to the property owner with direction to the property owner to effect recordation, in the Cook County Clerk's Office, with respect to such Lot for which such Prepayment has been made.

Additional Bonds

Other than the Bonds, no obligations may be issued under the Trust Indenture other than obligations to refund part or all of the Bonds then Outstanding, but only if, as of the time immediately following the issuance of such refunding bonds, the Debt Service for each Bond Year on all Bonds then outstanding is no greater than the Debt Service in each year on all Bonds then outstanding as of the time immediately prior to the issuance of such refunding bonds.

Book-Entry Only System

The Depository Trust Company ("DTC") will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond certificate will be issued for each maturity of the Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC. See APPENDIX D - Book-Entry Only System.

4**REFUNDING PLAN****General**

The City will use the proceeds of the Bonds, together with other available funds, to: (i) make a deposit to the Debt Service Reserve Account for the Bonds in the amount of the Debt Service Reserve Requirement equal to \$2,521,600; (ii) make a deposit to the Costs of Issuance Account; and (iii) together with amounts on hand under the Indenture transferred to the Series 2002 Defeasance Account, currently refund all of the outstanding Prior Bonds.

Refunding of Prior Bonds

The City has determined the refunding of the Prior Bonds to be in the public interest and in furtherance of the public purposes of the City. The table below sets forth the maturity dates, interest rates, principal amounts payable to refund the Prior Bonds and the redemption date for the Prior Bonds. The debt service on the Bonds will not exceed the debt service on the Prior Bonds in any Bond Year. In addition, the issuance of the Bonds shall not result in an increase in the Assessment amount nor in extending the term of the payments of the Assessments beyond the term under the Prior Bonds. Therefore, the Bonds may be issued without the court proceedings under the Authorizing Acts. See APPENDIX C - Co-Bond Counsel Opinions.

<u>Maturity Date</u>	<u>Interest Rate</u>	<u>Par Amount</u>	<u>Redemption Date</u>
December 1, 2022	6.625%	\$1,865,000	March 18, 2022
December 1, 2032	6.750	31,390,000	March 18, 2022

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SOURCES AND USES OF FUNDS

Sources:

Bond Proceeds:	
Par Amount:	\$25,216,000.00
Other Sources of Funds:	
Release of General Reserve Fund:	6,532.889.34
Release of Debt Service Reserve Fund:	4,669,903.82
Release of Debt Service Account:	6.90
Release of Improvement Fund:	5.546.43
Release of Making & Levying Fund:	1,418,845.40
<u>Release of Assessment Prepayment Fund:</u>	<u>70,018.55</u>
Total:	\$37,913,210.44

Uses

Refunding Escrow Deposits:	
Cash Deposit:	\$33,921,486.54
Other Fund Deposits:	
Debt Service Reserve Fund:	2,521,600.00
Delivery Date Expenses:	
Cost of Issuance:	388,040.00
Underwriter's Discount	281,817.43
Other Uses of Funds:	
General Reserve Fund:	500,000.00
Making & Levying Fund:	300.000.00
Additional Proceeds:	266.47
Total:	\$37,913,210.44

LAKESHORE EAST PROJECT

The information in this section has been provided by the Developer and the Servicer unless otherwise indicated, and has not been independently verified or relied upon by the City. The City makes no representation as to its accuracy or completeness.

General

The Lakeshore East Project is a master-planned development comprising approximately 26 acres in the heart of downtown Chicago, Illinois. The Lakeshore East Project is located east of Michigan Avenue and south of the Chicago River. It is also within walking distance to many of Chicago's most prominent features and attractions, including The Loop (Chicago's central business district), Michigan Avenue's "Magnificent Mile", Navy Pier, Millennium Park, Maggie Daley Park and Grant Park. It is generally bounded by Wacker Drive, Lake Shore Drive, Randolph Street and Columbus Drive.

The Special Assessment Area (the "SAA") encompasses most of the Lakeshore East Project and currently consists of seventeen (17) buildable parcels (each a "Parcel" and collectively the "Parcels"). The Parcels are identified by a letter in the case of high-rise buildings, or by a reference to a Lot number for lower density structures. These Lot numbers are taken from the Lakeshore East Subdivision and are the basis for legal descriptions of the Parcels. The parcels surround a nearly six-acre park, which was deeded by the Original Developer Entities to the Chicago Park District in 2005, that acts as the front yard to the thousands of residents of the Lakeshore East Project.

The Master Plan was memorialized in an amended PD70 in 2002, and originally consisted of sixteen (16) high rise parcels and five (5) parkhome parcels with a maximum overall density of 9,700,000 square feet of private developable floor area. It anticipated the construction of over 4,000 dwelling units, over 2,000,000 square feet of office space, over 2,000 hotel rooms plus up to 700,000 square feet of retail space, though there are mechanisms within the Ordinance allowing for a shift of density between uses. PD70 has been amended several times to reflect changes in the Master Plan configuration, as well as a shift of density to residential uses. It should be noted that two (2) of the originally planned high-rise parcels were excluded from the SAA: Lots 1 and 2.

Completion of Lakeshore East Project

The "Parcel Construction and Ownership" section in this Limited Offering Memorandum provides more detailed information about the individual parcels within the Lakeshore East Project, including the status of any development. Barring unforeseen circumstances, the Developer anticipates that all development of the Lakeshore East Project will be

During unforeseen circumstances, the Developer anticipates that all development of the Lakeshore East Project will be completed within ten (10) years from the date of this Limited Offering Memorandum. The only exception would be the development of Lot 12, one of the smaller parcels within the Lakeshore East Project, as further described in "Parcel Construction and Ownership - Undeveloped Parcels", herein.

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No assurance can be given that the foregoing ratios can or will be maintained during the period of time the Bonds are outstanding both because properly values could drop and because other public entities, over which the City has no control, could issue additional indebtedness secured by a lien on a parity with the lien securing payment of the Bonds or payable through the levy or imposition of a tax on a parity with the Assessment. See "RISK FACTORS -Overlapping Indebtedness."

Parcel Construction and Ownership

(Completed Construction)

Coast. The 'fides and The Shoreham (Parcels A, F and G) are three (3) completed rental apartment buildings with ground floor retail. The owners of these buildings have prepaid the special assessment associated with these parcels and thus they are no longer collateral for the Bonds. See "SPECIAL ASSESSMENT PROCEEDINGS" and "SECURITY AND SOURCE OF PAYMENT FOR THE BONDS".

The Regatta. The Chandler. The Lancaster, 340 On The Park. Benton Place Parkhomes and Aqua Park Homes (Parcels E, F, G, H, I, J, K, L, M, N, Lot 18 and a portion of Lot 15 respectively) are six (6) completed buildings with 1,216 residential condominium units. The condominium units in these Parcels, which include dwelling units and parking spaces, represent an estimated total of over 1,200 separate owners.

340 On The Park (Parcel N) a 344-unit condominium building, also contains an approximately 5,500 square foot retail development comprised of two retail spaces, located within the same building. It is owned by 340 East Randolph Retail LLC, a joint venture between an affiliate of Developer and an affiliate of Related Midwest LLC. a Delaware limited liability company based in Chicago, Illinois

liability company, based in Chicago, Illinois.

Village Market (Lots 16 and part of 17) consists of an approximately 102,000 square foot retail development comprised of 14 retail spaces. Village Market is owned by Lakeshore East Retail LLC, an Illinois limited liability company, and is a joint venture between affiliates of Magellan and Hanwha Village Market LLC ("Hanwha"). Hanwha, headquartered in Seoul, South Korea, is a subsidiary of a large conglomerate operating in a variety of business sectors, including real estate development and construction.

GEMS Lower School (portion of Lot 15 and Lot 22) is a completed private elementary school, owned by GEMCITI (IL) LLC, an Illinois limited liability company and affiliate of GEMS.

Under Construction

St. Regis Tower (Parcels C and D) is a mixed-used building with a 192 room St. Regis hotel and 393 branded residential condominium units (The Residences at St. Regis Chicago). The residential portion of the building achieved initial occupancy in late 2020. Though construction continues in the building, purchasers have closed on their units and people have moved into the building. The projected opening date for the hotel is the latter half of 2022. Parcels C and D are being developed by Parcel C LLC, a Delaware limited liability company and an affiliate of Magellan Development Group LLC ("Magellan"), a Chicago-based real estate development company. The condominium parcel will represent 77.0% of the total special assessment for Parcels C and D, and the hotel will represent 23.0% of the total assessment for Parcels C and D. Sufficient funds to complete the construction of St. Regis are in place, and the approximately \$1 billion capital stack is anchored by a senior construction loan from JPMorgan.

Cirrus (Parcel .1) is currently under construction as a 354-unit residential condominium building. Parcel .1 is currently owned by 211 North Harbor Drive Owner LLC, a Delaware limited liability company, which is a joint venture of an affiliate of Lendlease, a multinational construction, property and infrastructure company based in Barangaroo, Sydney, Australia ("Lendlease") and affiliates of Magellan. Financing

9

sufficient to construct Cirrus has been provided to 211 North Harbor Drive Owner LLC by CIBC Bank U.S., as agent for itself and certain other lenders. Cirrus is estimated to receive initial occupancy and open in early 2022.

Cascade (Parcels K and L) is currently under construction as a 503 residential rental unit apartment building. Parcels K and L are currently owned and being developed by 445 Last Waterside Drive Owner LLC, a Delaware limited liability company, and joint venture with Lendlease and Magellan, financing sufficient to complete construction of Cascade has been provided by CIBC Bank U.S., as agent for itself and certain other lenders. Cascade achieved initial occupancy and opened in late 2021.

GLMS Upper School (Parcel B) is currently under construction as a private middle school and high school for GEMS Academy. It is currently owned and being developed by GEMCITI (IL) LLC. Construction is anticipated to be complete in 2022, prior to the start of Fall classes.

Undeveloped Parcels

Lot 12 is an approximate 12,300 square foot Parcel in the Northeast corner of the Lakeshore East Project, currently owned by Lakeshore East LLC, an Illinois limited liability company. Lot 12 is intended to be a public elementary school, however there is currently no timetable set to begin construction.

Parcel I is owned by IJKL LLC, an Illinois limited liability company and a joint venture of Lendlease and Magellan. It is anticipated that a 344-unit residential condominium building will be constructed on Parcel I. While there is currently no timetable set to begin construction, it is estimated that construction would begin several years from now with a rough projection of initial occupancy in 2025.

Parcel O is owned by Parcel O LLC, an Illinois limited liability company and joint venture between Hanwha Parcel O LLC and a

Parcel O is owned by Parcel O LLC, an Illinois limited liability company and joint venture between Hanwha Parcel O LLC and a Magellan affiliate. A small portion of the building falls on Lot 15, and thus is within the SAA. It is anticipated that a mixed-use high-rise containing 580 rental apartments, a 239-room hotel and retail space will be constructed on Parcel O. Construction is expected to commence in 2022, with a projected initial occupancy in 2024.

Environmental Update on Lakeshore East Project Site

At or about the time of Lakeshore East LLC's acquisition of the Lakeshore East Project Site in 2002, it was determined by the U.S. Environmental Protection Agency ("USEPA") that there was contamination from certain thorium waste materials present in the material used to fill former boat slips located at various locations across the land underneath the Lakeshore East Project Site. The Original Developer Entities, in conjunction with S I'S Consultants Ltd., developed a Work Plan for Remediation of the thorium (the "Work Plan"). The Work Plan was approved by the USEPA and the Original Developer Entities instituted the Work Plan beginning in October of 2002. The Remediation under the Work Plan was completed in March of 2003.

The Original Developer Entities submitted a Completion Report of the Work Plan to the USEPA in September 2004 and provided their response to the USEPA comments to the Completion Report in November 2004. The USEPA issued a Completion of On-Site Work letter on February 9, 2005 (the "USEPA Remediation Completion Letter"). The USEPA Remediation Completion Letter included a provision to monitor any future disturbance of soil within the former boat slips, which impacts many of the Parcels, including Parcel I.

10

Subsequent development at the Lakeshore East Project conformed with the requirements of the USEPA Remediation Completion letter and the approved Work Plan. Additional Completion Reports have been submitted and approved by the USEPA.

In addition, the Illinois Environmental Protection Agency issued No Further Remediation(s) letters for the Lakeshore East Park, various right of ways and developed parcels.

Bond Financed Public Improvements Project Summary

Pursuant to the Special Assessment Ordinance adopted by the City on June 19, 2002, and the Supplemental Ordinance adopted by the City on October 2, 2002, the City approved pre-final plans for the construction of the Bond Financed Public Improvements Project. On June 20, 2008, the Board of Local Improvements of the City of Chicago ("BOLI") filed a Certificate of Final Costs and Completion with the Court (the "Final Completion Certificate"). The Final Completion Certificate certified to the completion of the Bond Financed Public Improvements Project; provided a statement of the Bond Financed Public Improvements Project costs; and the amount which BOLI estimated would be required to pay accruing interest on vouchers bonds issued in anticipation of the collection of assessment as follows:

Statement of Bond Financed Public Improvements Project Costs*

Total Amount of Assessment as Confirmed by	\$25,833,466 15,695,870 770.664
3,310,843 5,893,300 9,299,335 1,885.028	
the Court: \$67,415,731 Land Acquisition Costs: Total Cost for Constructing and Improvement: Costs of Engineering and Inspection: Cost of Making Levying and Collecting the Assessment and lawful Expenses attending same:	
Debt Service Reserve: Capitalized Interest: Bond Discount:	
3,973,011 (444.663)	
<u>Amount Estimated By BOLI That is Required</u>	
<u>to Pay Accruing Interest on Bonds and</u>	
<u>Vouchers To be Issued in Anticipation of Said</u>	
<u>Assessment as Provided By Law</u>	

Assessment, as provided by Law.

Interest Earnings On Funds On Deposit:

Total Assessment Required: 66,216.854

Surplus Abated:

\$1,198.876

*Source: Certificate of Final Cost and Completion City of Chicago Special Assessment Docket No. 58763: Warrant No.62456; 02 CS 025.

On August 15, 2008 the Court issued its Order Confirming the "Certificate of Final Cost and Completion" finding the total amount assessed, as adjusted for the making of the Bond Financed Public Improvements to be \$67,415,731 of which there was an abatement of \$1,198,876 which constituted 34.46% of the final installment due September 1, 2032, effective September 1, 2008. (See the Order Confirming Certificate of Final Cost and Completion dated August 15, 2008. City of Chicago Special Assessment Docket No. 58763: Warrant No.62456; 02 CS 025.).

11

SPECIAL ASSESSMENT ROLL

The following table sets forth the Assessment Roll which reports the assessment amount that will be billed for the upcoming periods of March 2022 and September 2022 until 2032. The Total Assessment has been adjusted by the Servicer for pie-payments. The remaining "Total Assessment" has been confirmed by the Court pursuant to its Order Confirming Certificate of Final Cost and Completion and entered on August 15, 2008. See "SPECIAL ASSESSMENT PROCEEDINGS."

Date	Total Assessment	Interest Component	Total Assessment with Interest
03/01/2022	09/01/2022	03/01/2023	09/01/2023
03/01/2024	09/01/2024	03/01/2025	09/01/2025
03/01/2026	09/01/2026	03/01/2027	09/01/2027
03/01/2028	09/01/2028	03/01/2029	09/01/2029
03/01/2030	09/01/2030	03/01/2031	09/01/2031
03/01/2032	09/01/2032		

Source: Servicer, as of

\$1,066,990 1,066,990 1,179,609 1,179,609 1,303,802 1,303,802 1,438,233 1,438,233 1,583,347 1,583,347 1,740,035 1,739,995 1,908,858 1,908,858 2,091,708 2,091,296 2,288,857 2,288,857 2,501,547 2,501,547 2,755,172 2,197,242 \$39,157,934 January 18, 2022.

\$1,331,791 1,295,779 1,259,769 1,219,957 1,180,145 1,136,142 1,092,139 1,043,599 995,057 941,620 888,182 829,456 770,731 706,306 641,883 571,288 500,707 423,458 346,208 261,781 177,354 74,157 \$17,687,506 \$2,398,780 2,362,768 2,439,378 2,399,566 2,483,947 2,439,944 2,530,372 2,481,832 2,578,405 2,524,967 2,628,217 2,569,450 2,679,589 2,615,164 2,733,591 2,662,584 2,789,564 2,712,315 2,847,755 2,763,327 2,932,526 2,271,399 \$56,845,440

SPECIAL ASSESSMENT LEVY AND COLLECTIONS

Year
2015
2016
2017
2018
2019

201)
2020"
2(121**

total Number ol' Initial Statement

5072 5040 4957 4X50 477X 1715 4027

lotal Levy of

Initial Sialenients

S-1.505.tW <http://S-1.505.tW>*1.524.7% ■I.55X.599 1.540.264 1.5 16.765 4.564.744 -I.6S2.904

lotal Number ol"

Delinquencies

reported to Cook Counts'

331 304 293 276 302 N/A N/A

Total Levy Delinquencies reported to Cook Coimtv

\$23X.692 95.1 IS 96.X5X 101.742 247,333 N/A N/A

I)elinquency Rate

6 53'M

6.03

5.91

5.64

6.32 N/A N/A

Number of Delinquencies collected by Servicer before turning over to Cook Counlv

19

36 S 7 21 N/A N/A

Total Levy Collected by

Servicer before turning over to Cook Counlv

S6.3 15 12.517 3.102 1.7X6 S.302 N/A N/A

Collection Rate of Delinq uencies for Given 'lax Year

5.7-1% 1 I X4 2 73 2 54 6 95 N/A N/A

Souicc Service!, as of human IX. 2022.

Annually on or before December 1 the Serviceei shall update the information contained in this e pcrbi manee nia\ be no indication of future performance

'Cook County has advised Sci\ icer lo not cease collection or report delinquencies for fax Yea offered with the 2019 Annual I a\ Sale.

' "C ook (ount} has ad\ ised Sei\ icci to not cease collection or report delinquencies for Tax Ye

hart and Mibmil the form lo the frustee. 2020 Special .Assessments have been ir 2021 until further noiiee

TOP TEN TOTAL REMAINING ASSESSMENTS

Remaining Assessment

121

I 7-10-31S-080-0000 Parcel C& I.) I 7-10-400-02 I-0000 Parcel 1 Parcel .1

I7-10-400-022-0000 (t.'ondos) 17-10-400-028-0000 Parcel K/I.

17-10-31S-0S1-0000 Parcel B

17-10-31S-0X2-0000 Parcel C

17-10-318-0X5-0000 LOT 22

17-10-400-025-0000 LOT 12

17-10-318-075-0000 Parcel O

17-10-318-056-0000 17-10-318-057-0000 Retail

17-10-318-052-0000 Lot 16/17

225 N Columbus Drive. Suite 100. Chicago IL 60601

1.IKL LLC. c/o LendLcase
445 East Waterside Drive
200 Park Avenue, 9th Floor, New York. NY 10166

211 North Flarbor Drive-Owner LLC c/o LendLcase York. NY 10166

200 Park Avenue. 9th Floor. New

GI AISSCIII (II.) LLC, c/o 70 West 40th St.. 6th Floor. New
York. NY 10018-2625

GFMSCT11 (IL) LLC, c/o 70 West 40th St., 6th Floor, New
GEMS Americas, Inc.
York. NY 10018-2625

225 N. Columbus Drive, Suite 100, Chicago IL 60601

Parcel O LLC
225 N. Columbus Drive. Suite 100. Chicago IL 60601

225 N. Columbus Drive. Suite 100. Lakeshore Last Retail LLC 100. Chicago 11. 60601

225 N. Columbus Drive, Suite 100, Chicago IL 60601

Top Ten Total

Total Assessments Remaining Top Ten as a Percent of Total

\$7,779,222

6,874,041

4,124,425

2,749,617

2,490,507

257,142

257,143

235,460

185,140

173,909

131,710 S25.001.173

\$39,472,965 63.34%

Under Construction (SI Regis Tower)

Undeveloped

Under Construction (Cirrus)

Under Construction (Cascade)

Under Construction (GEMS Upper School)

Completed Undeveloped Undeveloped Completed Completed

- 1) Provided by Lakeshore East Development Group LLC (including Notes 3).
- 2) Provided by The Bank Of New York Mellon, as successor to BNY Assets Solution LLC, as Servicer (1/1.3/2022)
- 3) A Plat of Condominium has been recorded and the property has been subdivided into a condominium parcel, comprised of individual condominium units, and a hotel parcel. However, a tax division has not been completed. Since both real estate taxes and special assessments are presently not divided, the "Owner" is listed as Parcel C LLC. The Remaining Assessments include the hotel and condominiums.

DEBT SERVICE COVERAGE

The following table sets forth estimated annual debt service and coverage ratios for the Bonds.

Assessment Due Date

03/11/2022 09/01/2022 03/01/2023 09/01/2023 03/01/2024 09/01/2024 03/01/2025 09/01/2025 03/01/2026 09/01/2026 03/01/2027 09/01/2027 03/01/2028
09/01/2028 03/01/2029 09/01/2029 03/01/2030 09/01/2030 03/01/2031 09/01/2031 03/01/2032 09/01/2032

Total

Total Assessment
with Interest) I)

\$2,398,780 2,362,688 2,439,378 2,399,566 2,483,947 2,439,944 2,530,372 2,481,832 2,578,405 2,524,967 2,628,217 2,564,450 2,679,589 2,615,164 2,733,591
2,662,584 2,789,564 2,712,315 2,847,755 2,763,327 2,932,526 2,271,349

556,845,440

Deposit to Levying & Collection (5%)

(SI 19,439) (I 18,138) (121.969) (I 19,978) (124.197) (121,907) (126,519) (124.092) (128.920) (126,248). (131.41 I) (128.473) (133,979) (130,758) (136.68(1)
(133.129) (139.478) (135.616) (142,388) (138,166) (146.626) (113,570)

(S2.842.272)

Net Assessment

\$2,278,841 2,244,630 2,317,409 2,279,588 2,359,749 2,317,946 2,403,854 2,357,740 2,449,484 2,398,719 2,496,806 2,440,978 2,545,610 2,484,406 2,596,911
2,520,155 2,650,086 2,576,600 2,706,373 2,625,161 2,785,800 2,157,830

2,529,455 2,030,080 2,510,099 2,103,501 2,023,101 2,183,899 2,131,829

\$54,003,168

Komi Payment Dale

06/01/2022 12/01/2022 06/01/2023 12/01/2023 06/01/2024 12/01/2024 06/01/2025 12/01/2025 06/01/2026 12/01/2026 06/01/2027 12/01/2027 06/01/2028 12/01/2028
06/01/2029 12/01/2029 06/01/2030 12/01/2030 06/01/2031 12/01/2031 06/01/2032 12/01/2032

Principal Bonds

\$1,887,000 1,776,000 1,888,000 2,011,000 2,143,000 2,287,000 2,440,000 2,608,000 2,787,000 2,978,000 2,411,000 \$25,216,000

Interest on Bonds

\$184,747 357,574 342,761 342,761 325,090 325,090 303,661 303,661 278,222 278,222 249,399 249,399 216,580 216,580 179,492 179,492 137,764 137,764
91,918 91,918 41,590 41,590

\$4,875,273

Total Debt Service

\$184,747 2,244,574
342,761 2,118,761
325,090 2,213,090
303,661 2,314,661
278,222 2,421,222
249,399 2,536,394
216,580 2,656,580
174,442 2,787,442
137,764 2,424,764 91,918 3,069,918 41,590 2,452,590

\$30,091,273

Debt Service Coverage

1.86 1.87 1.84 1.82 1.80 1.77 1.75 1.73 1.71 1.69 1.98

***Total Assessment with Interest provided by the Servicer as of January 18, 2022 Source Loop Capital Markets, as of February 15, 2022.

SECURITY AND SOURCE OF PAYMENT FOR THE BONDS

General

The Bonds are limited obligations of the City, payable solely from the Trust Estate consisting of (i) the Assessments and all interest and penalties derived therefrom, (ii) the Special Assessment Lien and (iii) all Funds and Accounts established under the Trust Indenture except (A) the Assessee's Credit Fund (B) any Rebate Fund and (C) the Defeasance Account, which is pledged solely to the Series 2002 Bonds (collectively, the "Trust Estate"). See "SECURITY AND SOURCE OF PAYMENT FOR THE BONDS -Funds and Accounts."

THE BONDS ARE NOT GENERAL OBLIGATIONS OF THE CITY AND NEITHER THE FULL FAITH AND CREDIT NOR THE GENERAL TAXING POWER OF THE CITY. THE COUNTY OF COOK, UNLESS IT IS A POLITICAL SUBDIVISION OF ILLINOIS OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE BONDS. THE BONDS DO NOT CONSTITUTE AN INDEBTEDNESS OF THE CITY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMIT. NO HOLDER OF ANY BOND SHALL HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY TAXING POWER OF THE CITY. THE COUNTY OF COOK, THE STATE OF ILLINOIS OR ANY POLITICAL SUBDIVISION THEREOF FOR PAYMENT OF THE PRINCIPAL AMOUNT OF PREMIUM IF ANY OR INTEREST ON THE BONDS

OF THE PRINCIPAL AMOUNT OF PREMIUM, IF ANY, OR INTEREST ON THE BONDS.

14

The Trust Estate is pledged to, and a security interest in the Trust Estate is granted to, the Trustee for the benefit of the Owners of the Bonds, subject only to the provisions of the Trust Indenture permitting the application thereof for the purposes and on the terms and conditions set forth in the Trust Indenture, for the purpose of providing the funds required to pay the interest on the Bonds as it falls due and to pay and discharge the principal thereof at maturity, the Assessments have been imposed in amounts sufficient for that purpose. The City's financial Advisor has verified that the Assessments as imposed will exceed debt service on the Bonds, however, there can be no assurance that the amount of the Assessments actually collected will be sufficient for such purpose. Pursuant to a Servicing Agreement dated as of December 1, 2002, as supplemented by the first Supplemental Servicing Agreement dated February 1, 2022 (collectively, the "Servicing Agreement") among the City, The Bank of New York Mellon, as successor to BNY Assets Solution LLC (the "Servicer"), and the Trustee, the Servicer is to administer the billing and collection of the Assessments. See "THE SERVICING AGREEMENT."

Funds and Accounts

Costs of Issuance Account. Amounts deposited into the Series 2022 Cost of Issuance Account shall be used solely for the purpose of paying costs incurred in connection with the issuance of the Bonds. Disbursement from the Costs of Issuance Account shall be made by the Trustee upon receipt of a Written Request from the City which shall set forth the amount required to be disbursed, the purpose for which the disbursement is to be made, that the disbursement is a proper expenditure from the Costs of Issuance Account, and payment instructions to the Trustee for the amount to be disbursed. At such time as the Trustee is furnished with a certificate of the City stating that all fees and expenses have been paid, and in no event later than September 1, 2022, the Trustee shall transfer all amounts remaining in the Series 2022 Costs of Issuance Account to the Debt Service Account.

Disposition of Assessment Receipts. Commencing with the Issue Date for the Prior Bonds, as soon as practicable after the receipt by it or the Lockbox Bank of any Assessment Receipts, whether an Installment or a Prepayment with respect to a Lot or any other payment on account of the Assessment, the City shall transmit or cause to be transmitted the Assessment Receipts to the Trustee for deposit into the Assessment fund with respect to an Installment and for deposit into the Prepayment Account with respect to a Prepayment as provided in the Indenture. Pursuant to the Servicing Agreement, the Servicer will direct all Assesseees to pay any Installments or Prepayments directly to the Lockbox Bank. Any proceeds received by the City or the Trustee from any tax sale or foreclosure of a Lot shall be deposited by the Trustee in the Assessment fund.

Disposition of Moneys in the Assessment Fund. On May 15th of each year, the Trustee shall transfer all amounts on deposit in the Assessment Fund to the Funds and Accounts as follows:

A. To the Making and Levying Fund, 5.00% of the amount of each Installment so collected since the immediately preceding November 15 and then on deposit in the Assessment Fund inclusive of the amount of interest collected on the costs of making and levying portion of the Installment then remaining within the Assessment Fund.

B. To the Debt Service Account of the Debt Service Fund, the amount required to be deposited therein so that the aggregate amount held in the Debt Service Account will equal the interest due on all Bonds Outstanding on the June 1 Interest Payment Date.

On November 15th of each year, the Trustee shall transfer all amounts on deposit in the Assessment Fund to the Funds and Accounts as follows:

15

A. To the Making and Levying Fund, 5.00% of the amount of each Installment so collected since May 15 and then on deposit in the Assessment Fund inclusive of the amount of interest collected on the making and levying portion of the

on deposit in the Assessment Fund inclusive of the amount of interest collected on the making and levying portion of the Installment then remaining within the Assessment Fund.

B. To the Debt Service Account of the Debt Service Fund, the amount required to be deposited therein so that the aggregate amount held in the Debt Service Account will equal the interest and Principal Installment due on all Outstanding Bonds on the December 1 Interest Payment Date.

C. To the Debt Service Reserve Account of the Debt Service Fund, a sum sufficient such that the amount to the credit of such account will be equal to the Debt Service Reserve Requirement.

D. To the General Reserve Fund, all amounts remaining.

Making and Levying Fund; Deposits: Payment of Costs of Making and Levying. The Costs of Making and Levying shall be paid by the Trustee from time to time as they become due and payable from moneys in the Making and Levying Fund. The Trustee shall disburse moneys for Costs of Making and Levying upon a Written Certificate of the City stating (i) the name and address of the person, firm or corporation to whom payment is due (which may be the City for costs advanced), (ii) the amount to be paid, and (iii) the nature of the payment and that the cost is a proper Cost of Making and Levying.

The Trustee shall notify the City on or prior to December 15, of each year of amounts on deposit in the Making and Levying Fund in excess of \$300,000 not otherwise required to pay Costs of Making and Levying and that it intends to transfer such amounts to the Annual Interest Credit Account of the Assessee's Credit Fund unless the City provides alternative directions. In the event the City does not direct the Trustee as to the use of such funds within 30 days of delivery of such notice, the Trustee shall transfer the amount of such excess to the Annual Interest Credit Account of the Assessee's Credit Fund.

Debt Service Fund- Debt Service Account. The Trustee shall pay out of the Debt Service Account (1) on or before each Interest Payment Date the amount required for the interest payable on such date; (2) on or before each Principal Installment due date, the amount required for the Principal Installment payable on such due date; and (3) on or before any redemption date for the Bonds, the amount required for the payment of interest on the Bonds then to be redeemed.

Amounts accumulated in the Debt Service Account with respect to any Sinking Fund Installment (together with amounts accumulated therein with respect to interest on the Bonds for which such Sinking Fund Installment was established) may and, if so directed by the City in writing, shall be applied by the Trustee, on or prior to the 60th day preceding the due date of such Sinking Fund Installment, to (1) the purchase of Bonds for which such Sinking Fund Installment was established, or (2) the redemption at the applicable sinking fund Redemption Price of such Bonds, if then redeemable by their terms. All purchases of any Bonds pursuant to this paragraph shall be made at prices not exceeding the applicable sinking fund Redemption Price of such Bonds, and such purchases shall be made by the Trustee as directed by the City. The applicable sinking fund Redemption Price (or principal amount of maturing bonds) of any Bonds so purchased or redeemed shall be deemed to constitute part of the Debt Service Account until such Sinking Fund Installment date, for the purpose of calculating the amount on deposit in such account. As soon as practicable after the 45th day preceding the due date of any such Sinking Fund Installment, the Trustee shall proceed to call for redemption, by giving notice as provided in the Trust Indenture, on such due date Bonds for which such Sinking Fund Installment was established (except in the case of Bonds maturing on a Sinking Fund Installment date) in such amount as shall be necessary to complete the retirement of the unsatisfied balance of such Sinking Fund Installment after making allowance for any Bonds purchased or redeemed which the City has directed the Trustee to apply as a credit against such Sinking Fund

16

Installment as provided in the Trust Indenture. Such notice of redemption shall be given as provided in the Indenture. The Trustee shall pay out of the Debt Service Account on or before such redemption date (or maturity date), the amount required for the redemption of the Bonds so called for redemption (or for the payment of such Bonds then maturing). All expenses in connection with the purchase or redemption of Bonds shall be paid from the Making and Levying Fund. Any purchase of Bonds pursuant to this paragraph may be made with or without tenders of Bonds and at either public or private sale, in such manner as the City may determine.

Debt Service Fund- Debt Service Reserve Account. The Debt Service Reserve Requirement as of any particular date is the

Debt Service Fund- Debt Service Reserve Account. The Debt Service Reserve Requirement as of any particular date is the amount of moneys equal to ten percent (10%) of the original principal amount of the Bonds, less ten percent (10%) of the principal amount of Bonds redeemed by operation of the Prepayment Account of the Debt Service Fund. On the Issue Date with respect to the Series 2022 Bonds, there shall be deposited from Bond proceeds an amount of \$2,521,600 to the Debt Service Reserve Account. Such amount shall constitute part of the Trust Estate.

If on any date on which the principal or sinking fund Redemption Price of or interest on the Bonds shall be due, the amount on deposit in the Debt Service Account in the Debt Service Fund shall be less than the amount required to pay such principal, Redemption Price or interest, then the Trustee, after first applying amounts from the General Reserve Fund as provided in the Trust Indenture and described below under the caption "General Reserve Fund," shall apply amounts from the Debt Service Reserve Account to the extent necessary to cure the deficiency.

Whenever Bonds are to be redeemed from amounts on deposit in the Prepayment Account of the Debt Service Fund, the Trustee shall calculate the maximum principal amount of Bonds that can be redeemed taking into account the reduction in the Debt Service Reserve Requirement that will result upon such redemption and assuming that any moneys in the Debt Service Reserve Account, exclusive of interest earnings, in excess of the Debt Service Reserve Requirement will be available, as of the redemption date, for the payment of the Redemption Price of the Bonds to be redeemed. In the event such calculation indicates that there will be an excess attributable solely to the Prepayment, such excess shall be transferred to the Prepayment Account in anticipation of the mandatory redemption of Bonds and applied to the redemption of Bonds in the same manner as the Prepayment.

Except as otherwise provided in the preceding paragraph and except with respect to amounts transferred to the Annual Interest Credit Account of the Assessee's Credit Fund as described below, if the amount on deposit in the Debt Service Reserve Account shall exceed the Debt Service Reserve Requirement, such excess shall be transferred to the General Reserve Fund.

Whenever the amount in a Debt Service Reserve Account, together with the amount in the Debt Service Account and the General Reserve Fund (less any amount required to be paid to a Rebate Fund), is sufficient to pay in full all Outstanding Bonds in accordance with their terms (including the maximum amount of principal or applicable sinking fund Redemption Price and interest which could become payable thereon), the funds on deposit in the Debt Service Reserve Account and General Reserve Fund shall be transferred to the Debt Service Account. Prior to said transfer, all investments held in the Debt Service Reserve Account and the General Reserve Fund shall be liquidated to the extent necessary in order to provide for the timely payment of principal and interest (or Redemption Price) on Bonds. Any provision of the Trust Indenture to the contrary notwithstanding, so long as there shall be held in the Debt Service Fund an amount sufficient to pay in full all Outstanding Bonds in accordance with their terms (including the maximum amount of principal or applicable sinking fund Redemption Price and interest which could become payable thereon), no deposits shall be required to be made into the Debt Service Reserve Account.

17

Notwithstanding any other provision of the Trust Indenture, any income earned on moneys or investments in the Debt Service Reserve Account may be applied at the written direction of the City to pay-rebate or transferred to the Rebate fund.

Debt Service Fund -■ Prepayment Account. Amounts to the credit of the Prepayment Account shall be applied by the trustee to the redemption of Bonds on the next available Interest Payment Date. To the fullest extent possible, all of the amounts in the Prepayment Account shall be applied to the payment of the Redemption Price of Bonds on each such Interest Payment Date, taking into account amounts available from the Debt Service Account to pay interest on such Bonds and amounts transferable from the Debt Service Reserve Account. The amount necessary from the Prepayment Account shall be transferred to the Debt Service Account on the applicable date of redemption and applied to the Redemption Price.

General Reserve Fund. If five days prior to any Interest Payment Date, the amount held in the Debt Service Account and available for disbursement on such Interest Payment Date, shall be less than the amount required to pay the interest and Principal Installments on Bonds to become due on such Interest Payment Date, then the Trustee shall withdraw from the General Reserve Fund and deposit into the Debt Service Account the amount necessary to cure such deficiency.

If at any time the amount held in the Debt Service Reserve Account shall be less than the Debt Service Reserve

If at any time the amount held in the Debt Service Reserve Account shall be less than the Debt Service Reserve Requirement, then the Trustee shall withdraw from the General Reserve Fund and deposit into the Debt Service Reserve Account the amount necessary to cure such deficiency.

At the direction of the City expressed in a Written Certificate of the City, the Trustee shall withdraw from the General Reserve Fund and pay to the Series 2022 Rebate Fund (and any other Rebate Fund established with respect to a Series of Refunding Bonds) the estimated amount needed to provide for the payment of any amounts to become due to the United States of America pursuant to Section 148(f) of the Code with respect to the Bonds in the current or the next ensuing Bond Year.

After provision has been made for any payments or transfers pursuant to the preceding paragraphs of this Section, and provided amounts on deposit in the General Reserve Fund exceed the General Reserve Fund Requirement, then the Trustee shall notify the City of the amounts on deposit in the General Reserve Fund in excess of the General Reserve Fund Requirement and that it intends to transfer such amounts to the Annual Interest Credit Account of the Assessee's Credit Fund unless the City provides alternative directions. In the event the City does not direct the Trustee as to the use of such funds within 30 days of delivery of such notice, the Trustee shall transfer the amount in excess of the General Reserve Fund Requirement to the Annual Interest Credit Account of the Assessee's Credit Fund without any further direction.

The General Reserve Fund Requirement is an amount equal to \$500,000.

The Trustee shall provide to the City and the Underwriter monthly statements itemizing all moneys received by it and all payments made by it under the Trust Indenture during the preceding month. The reports, statements and other documents required to be furnished to or by the Trustee pursuant to any provisions of the Trust Indenture or the Continuing Information Agreement shall be available to each Beneficial Owner who shall file a written request therefor with the Trustee. See. APPENDIX A - TRUST INDENTURE.

18

Covenants of the City

The City covenants and agrees with the Bondholders as follows:

The City shall duly and punctually pay or cause to be paid, but solely from the Trust Estate and not otherwise, the principal or Redemption Price of every Bond and the interest thereon, at the date, and places and in the manner mentioned in the Bonds, according to the true intent and meaning thereof.

The City shall not directly or indirectly extend or assent to the extension of the mandatory redemption or maturity of any of the Bonds or interest except as provided in the Trust Indenture with respect to Supplemental Indentures. Nothing in the Trust Indenture shall be deemed to limit the right of the City to issue Refunding Bonds and such issuance shall not be deemed to constitute an extension of maturity of Bonds.

At any and all times the City shall, as far as it may be authorized by law, comply with any reasonable request of the Trustee to pass, make, do, execute, acknowledge and deliver, all and every such further Supplemental Indentures, ordinances, resolutions, acts, deeds, conveyances, assignments, transfers and assurances as may be necessary or desirable for the better assuring, conveying, granting, pledging, assigning and confirming all and singular the rights, Assessments and other moneys, securities and funds pledged by the Trust Indenture or assigned, or intended so to be, or which the City may become bound to pledge or assign.

The City is duly authorized under the Authorizing Acts and all applicable laws to issue the Bonds and to adopt the Trust Indenture and to pledge the Trust Estate in the manner and to the extent provided in the Trust Indenture. Except to the extent otherwise provided in the Trust Indenture, the Trust Estate is and will be free and clear of any pledge, lien, charge or encumbrance thereon or with respect thereto prior to, or of equal rank with, the respective pledges and assignments created by the Trust Indenture.

thereon or with respect thereto prior to, or of equal rank with, the respective pledges and assignments created by the Trust Indenture and all corporate or other action on the part of the City to that end has been and will be duly and validly taken. The City shall at all times, to the extent permitted by law, defend, preserve and protect the pledge of the Trust Estate and all the rights of the Bondholders under the Trust Indenture against all claims and demands of all persons whomsoever.

The City has good right and lawful power to construct, or cause to be constructed, the Bond financed Public Improvements Project and to make the Assessment.

Other than as provided herein under "THE BONDS - Additional Bonds," the City shall not issue any bonds, notes, debentures, or other evidences of indebtedness of similar nature, other than the Bonds, payable out of or secured by a pledge or assignment of the Trust Estate, other moneys, securities or funds held or set aside by the City or by the Trustee under the Trust Indenture and shall not create or cause to be created any lien or charge on the Trust Estate, or such moneys, securities or funds; provided, however, that nothing contained in the Trust Indenture shall prevent the City from issuing, if and to the extent permitted by law evidences of indebtedness (i) payable out of moneys in the Improvement Fund as part of the Costs of the Bond Financed Public Improvements Project, or (ii) payable out of, or secured by a pledge or assignment of, the Assessment to be received on and after such date as the pledge of the Assessment provided in the Trust Indenture shall be discharged and satisfied as provided in the Trust Indenture.

The City shall diligently enforce the Special Assessment Lien, including, without limitation, by providing to the County the information required by the County to commence and maintain a tax sale of the Lot or parcel on which the delinquent Assessment lies. In the event the tax lien is forfeited at any such tax sale, and the aggregate amount of delinquent Assessment exceeds \$25,000, at the written request of the Trustee, the City shall enforce or cause to be enforced the delinquent Assessment by the commencement

19

and maintenance of an action to foreclose the lien of such delinquent Assessment in the manner provided by law. The costs of any such foreclosure action shall be paid from the Making and Levying fund, or, in the event there are insufficient amounts on deposit in the Making and Levying Fund, from proceeds realized upon the disposition of the Lot(s) on which there was the foreclosed lien, if any.

The City shall do and perform or cause to be done and performed all acts and things required to be done or performed by or on behalf of the City under the provisions of the Authorizing Acts and the Trust Indenture.

The City will not take any action or omit to take any action which is lawful and within its power to take, and which, if taken or omitted, would cause interest on any Bond to become subject to Federal income taxes in addition to Federal income taxes to which interest on such Bond is subject on the date of original issuance thereof.

The City will not permit any of the proceeds of the Bonds, or any facilities financed with such proceeds, to be used in any manner that would cause any Bond to constitute a "private activity bond" within the meaning of Section 141 of the Internal Revenue Code of 1986 (the "Code").

The City will not permit any of the proceeds of the Bonds or other moneys to be invested in any manner that would cause any Bond to constitute an "arbitrage bond" within the meaning of Section 148 of the Code or a "hedge bond" within the meaning of Section 149(g) of the Code.

The City will comply with the provisions of Section 148(f) of the Code relating to the rebate of certain investment earnings at periodic intervals to the United States of America.

Pursuant to the Trust Indenture, the City has agreed to keep or cause to be kept proper books of record and account (separate from all other records and accounts) in which complete and correct entries shall be made of its transactions relating to the Assessment and each Fund and Account established under the Trust Indenture, and which, shall, upon reasonable advance notice and during regular business hours, be subject to the inspection of the Trustee or the Owners of an aggregate of not less than 10% in principal amount of the Bonds then Outstanding or their representatives duly authorized in writing. The City shall: (i) annually, within 210 days after the close of each Fiscal Year, file with the Trustee a copy of the City's annual report for such Fiscal Year; (ii) file with the Trustee

(1) forthwith upon becoming aware of any Event of Default, a Written Certificate of the City specifying such Event of Default; and (2)

(1) forthwith upon becoming aware of any Event of Default, a written Certificate of the City specifying such Event of Default; and (2) within 210 days after the end of each Fiscal Year, a Written Certificate of the City stating that, to the best of knowledge and belief of the Authorized Officer executing such Written Certificate, the City has materially kept, observed, performed and fulfilled each and every one of its material covenants and obligations contained in the Trust Indenture and there does not exist at the date of such certificate any material default by the City under the Trust Indenture or, if any material default or Event of Default shall so exist, specifying the same and the nature and status thereof; (iii) any report, notice or communication given by the Developer pursuant to the Development Agreement; (iv) on or before May 1 and December 1 of each year, cause the Servicer to submit to the Trustee a list of all delinquent Assessments; and (v) on or before May 1 of each year, cause the Servicer to submit to the Trustee a report setting forth the number of Assesseees and the assessed value of all property subject to the Assessment.

Investments

Unless further limited by the provisions of a Supplemental Indenture, moneys held in the Funds and Accounts established under the Trust Indenture may be invested and reinvested in Investment Securities which mature not later than such times as shall be necessary to provide moneys when needed for payments to be made from such Funds and Accounts. The Trustee shall make all such investments of moneys held

20

by it in accordance with Written Requests of the City filed with it. In making any investment in any Investment Securities with moneys in any Fund or Account established under the Trust Indenture, the City may instruct the Trustee to combine such moneys with moneys in any other Fund or Account, but solely for purposes of making such investment in such Investment Securities. See APPENDIX A - Trust Indenture for the definition of "Investment Securities."

Enforcement of Special Assessment Liens - Cook County

Where the payment of the special assessment tax is delinquent, the City may enforce the collection of the lien through any of the available remedies under Article 9 of the Illinois Municipal Code. Pursuant to Article 9 of the Illinois Municipal Code, the following remedies may be used by the City to enforce the non-payment of the special assessment tax:

- i) The delinquent special assessment tax may be included in the Cook County Collector's Annual Tax Sale;
- ii) The City may institute an action to foreclose the lien; or
- iii) The City may sell or assign the special assessment lien to a third party, subject to court approval.

Each of the above enforcement remedies is discussed more fully below.

Enforcement Through the County Collector's Annual Tax Sale. In counties, such as Cook, where the population is more than 1,000,000, the tax sale process begins with the City submitting to the County Collector a report setting forth all properties on which it has been unable to collect either special and/or special assessment taxes. The City's report shall be submitted to the County Collector on or before the first day of August in each year.

Once the County Collector receives the City's delinquency list, the County Collector shall proceed to obtain judgment against those properties for which special assessments and/or special taxes remain due and unpaid. The County Collector's application for judgment against lands for unpaid special taxes and/or special assessments shall be made concurrently with the County Collector's annual application for judgment and order of sale. It is from this point forward that delinquent special taxes and special assessments are treated no differently than unpaid general taxes under the Property Tax Code. The link between the sale of unpaid special assessments and unpaid general taxes is addressed in Section 9-2-97 of the Illinois Municipal Code, which states that the provisions of the Property Tax Code shall apply to all proceedings to collect special assessments and special taxes under the Code.

After the proper notice has been given, the County Collector can then apply for judgment upon those special assessments or special taxes that remain due and unpaid for the year in question. Upon entry of the judgment, and provided the delinquent taxes are

special taxes that remain due and unpaid for the year in question. Upon entry of the judgment, and provided the delinquent taxes are not subsequently paid by the taxpayer, the County Collector conducts an annual tax sale. Successful purchasers at the tax sale pay the amount of the delinquent special assessment taxes, together with interest, penalties and costs for the least penalty percentage. Upon full payment of this amount, plus the payment of any prior outstanding taxes on the lot(s) in question, the tax purchaser receives a certificate of purchase. At such time, the lien for all delinquent taxes is shifted from the County to the tax purchaser. The certificate of purchase represents a lien, which, in the absence of the delinquent taxpayer's exercise of its right of redemption, entitles the holder to obtain a tax deed and legal title to the parcel of real estate. Although redemption periods vary with the type of property involved and the procedure by which the certificate of purchase is obtained, in most cases the redemption period is two years from the date of the tax sale for commercial and industrial

21

properties and two and one-half years from the date of the tax sale for residential (seven or less dwelling units).

If the lien for special assessment taxes is not sold at the annual tax sale, the Property Tax Code requires the tax lien to be forfeited to the State of Illinois. Although the Property Tax Code refers to the lien being forfeited to the State, the City's interest in the lien remains unchanged and the forfeiture may be redeemed by paying the amount due on the delinquent special assessment, together with the interest, costs and penalties fixed by law to the City's Treasurer/Collector. There is no time limit within which the forfeiture must be redeemed. If the forfeiture remains unpaid, however, it may trigger some other tax enforcement procedures under the Property Tax Code, such as tax forfeiture sales, scavenger sales and foreclosure sales. Under these other enforcement procedures, purchasers receive certificates of purchase and generally acquire the same rights as any other certificate of purchase holders, subject to different penalty interest schedules and, in certain circumstances, a shorter redemption period.

Foreclosure Action. Pursuant to Section 9-2-65 of the Illinois Municipal Code, the City is authorized to institute an action to foreclose the special assessment lien. Where a foreclosure action has been filed, the real property, which is subject to the special assessment lien, may be sold at a judicial foreclosure sale. Any action to foreclose the special assessment lien shall proceed in the same manner as foreclosures of delinquent general taxes under the Property Tax Code.

In an action to foreclose the special assessment lien, the court, upon making a finding that there has been a default in the payment of the special assessment, will authorize the lien to be sold at a public foreclosure sale. Where the lien has been sold, the successful bidder will be given a certificate of sale, which, if the lien is not redeemed prior to the expiration of the period of redemption, may be converted into a deed to the lot(s) in question. The Illinois Constitution prescribes certain minimum redemption periods for the redemption of delinquent property taxes, including special assessments. While these minimum redemption periods may not be shortened, the Illinois General Assembly has provided for longer periods of redemption for certain types of properties. For instance, for residential property with less than seven dwelling units, the Illinois Constitution provides for a minimum redemption period of two years from the date of the sale. Whereas, under the Property Tax Code, the legislature has extended the minimum redemption period for such residential properties to two and one-half years. Reference should be made to both the Illinois Constitution and the Property Tax Code for determining the applicable period of redemption for a particular property.

The lien for a special assessment is of equal force and validity to a lien for general real estate taxes so long as the judgment for special assessment is recorded in the office of the county recorder within 60 days from the date the assessment roll is confirmed.¹ Therefore, when general real estate taxes and special assessments are sold together at a foreclosure sale and the amount of the sale is insufficient to satisfy each of the liens in full, the proceeds from the sale will be divided between the two types of taxes on a pro rata basis.

Such foreclosure actions, as described above, are not mandatory under the Property Tax Code. However, in the Trust Indenture the City has covenanted with the holders of the Bonds to diligently enforce the special assessment liens to the extent therein provided. For a description of this covenant, as well as other events of default and remedies under the Trust Indenture, see the information under the caption "SFXURITY AND SOURCE OF PAYMENT FOR THE BONDS - Covenants of the City" and APPENDIX A - Trust Indenture. Furthermore, as trustee for the holders of the special assessment bonds.

Where the lodgment is recorded beyond the 60 days, the lien for special assessment is not valid against the property

the bondholders may compel the City to perform its duty and use all lawful means, including foreclosure, to collect the assessments out of which the bondholders are to be paid.

Moreover, no assurances can be given that a judicial foreclosure action, once commenced, will be completed or that it will be completed in a timely manner. See "RISK FACTORS - Potential Delay and Limitations in Foreclosure Proceedings" below. The ability of the City to foreclose the lien of delinquent special assessments might be limited in certain instances (i.e., consent may be required prior to foreclosure where the property is being held by the Federal Deposit Insurance Corporation, as receiver). See "RISK FACTORS - Bankruptcy" and "Assessment Delinquencies." Nor can any assurances be given that the real property subject to sale or foreclosure and sale will be sold or, if sold, that the proceeds will be sufficient to pay any delinquent installment. There is no requirement under the Property Tax Code that the City purchase or otherwise acquire any lot or parcel of property offered for sale or subject to foreclosure if there is no other purchaser at such sale.

Sale and Assignment of Special Assessment Lien. As an alternative enforcement method to the City initiating a foreclosure action, Article 9 of the Illinois Municipal Code authorizes the City to sell and assign the enforcement of the special assessment lien to a third party. In order for the City to sell and assign the special assessment lien, the City must first file a petition in the Court seeking authorization for the assignment, together with proper notification to the owners of the properties affected and owners and holders of the special assessment bonds and vouchers.

If, after hearing the petition, the court authorizes the City to sell and assign the special assessment lien, the City may, upon proper notice, sell the liens at a public sale. Upon the confirmation of the sale by the court, the purchaser of the lien will receive from the City a certificate of sale and assignment of the lien.

Notwithstanding the sale and assignment of the lien to a third party, the special assessment lien may still be redeemed by payment of the lien amount, plus costs and penalties, to the County Clerk at any time prior to the entry of a foreclosure judgment.

Similar to the authority granted to the City, the assignee of the special assessment lien may file a complaint to foreclose the lien. However, the assignee's filing of the foreclosure action must occur within 5 years from the date of the sale and assignment of the special assessment lien. If no action is commenced within 5 years from the assignment date, the lien and all rights of action to enforce the same shall expire and cease to exist.

THE SERVICING AGREEMENT

Servicing Agreement

Pursuant to the Servicing Agreement, the Servicer shall keep the books and records of account with respect to the Roll and the collection of the Assessments, and shall provide information with respect thereto to the City and the trustee upon written request within a reasonable amount of time. In furtherance of such undertaking, the Servicer agrees to do the following:

A. bill the owner of each Lot with a copy to each record lien holder who has requested in writing a copy of such tax bill and has paid the reasonable charges of the Servicer for providing such copy, the Assessment applicable to such Lot in accordance with the Special Assessment Law and the Servicing Agreement:

13. instruct the owner of each Lot to remit to the Lockbox Bank all amounts billed by the Due

Date (Month and Year) " "

Dates (March 1 and September 1); " -

C. mail a notice to the owner of each Lot for any Delinquent Assessment within 15 days of it becoming a Delinquent Assessment and a second notice 30 days thereafter if not paid (as defined in the Servicing Agreement). Such notice shall inform the Lot owner that the Lot will be subject to a tax sale if the delinquency is not cured;

D. obtain to the extent possible from the Cook County Clerk's Recordings Division a list of record lien holders, and notify such holders who have requested in writing a copy of any Lot Assessment bill and who have paid the reasonable charges of the Servicer for providing notices of any delinquencies and the need for them to cure Delinquent Assessments to protect their interests in the Lots;

E. submit a list of all Delinquent Assessments to the trustee on or before May 1 and December 1 of each year:

F. submit a report on or before December 15 of each year to the Trustee and the City Department of Revenue setting forth the number of Assesseees and the assessed value of all Lots, and detailing the PIN, address and amount for each Delinquent Assessment, any payments received, the payment date and any amounts still delinquent, all in a format reasonably acceptable to the City and the County of Cook;

G. promptly calculate the proper amount of Prepayment for each Lot in accordance with the Indenture and submit information with respect to such calculation to the Trustee pursuant to the Indenture; and

II. undertake such actions and execute such documents as are necessary to release or partially release the Special Assessment Lien with respect to each Lot when the amount of any Prepayment has been paid in full. Servicer shall prepare payoff statement and advise the City, City shall prepare and execute the Release of Lien, and the Owner shall record Release of Lien.

I. upon the written request of the City, the Servicer shall promptly provide to the City a copy of any notice or report provided by the Servicer pursuant to the terms of the Servicing Agreement.

The Servicer shall mail Assessment bills to owners of Lots no later than February 1 and August 1 of each year with a copy to each record lien holder who has requested in writing a copy be delivered to it and has paid the reasonable charges of the Servicer for providing such copy. Each bill shall delineate the portion thereof attributable to principal and interest, respectively, on the Assessment and delineate the pro rata credit available in the Assesseees' Credit Fund.

No later than 15 days after the end of each month, the Servicer shall deliver the Monthly Servicer's Report to the City and the trustee. The Monthly Servicer's Report shall set forth the name, address, PIN, amounts billed and amounts collected for each Lot for the current calendar year. See APPENDIX B -Servicing Agreement.

Servicer

The Bank of New York Mellon's Commercial Loan Servicing operation, located in Dallas, Texas, sits within the bank's Issuer Servicer Division. The group provides administration and operational support to the commercial mortgage loan and asset backed lending markets for services encumbering the full loan life cycle, from origination through securitization. The operation services various commercial asset classes including CMBS, tax receivables, franchise and business loans.

24

THE CITY

The City was incorporated in 1837. The City is a municipal corporation and home rule unit of local government under the Illinois Constitution of 1970 and as such, "may exercise any power and perform any function pertaining to its government and affairs including, but not limited to, the power to regulate for the protection of the public health, safety, morals and welfare; to license; to tax; and to incur debt" except that it can "impose taxes upon or measured by incomes or earnings or upon occupations" only if authorized

by statute.

The General Assembly of the State of Illinois (the "State") may, by a three-fifths vote of each house, limit certain powers of a home rule municipality, including the power to levy taxes. The General Assembly may similarly limit the debt that the City may incur, except that pursuant to Section 6(1)(l) of Article VII of the Illinois Constitution, the General Assembly does not have the power to limit the debt payable from property taxes to less than three percent of the assessed valuation of the taxable property in the City. To date, the General Assembly has not imposed limits on the City's ability to levy taxes, as to amount under its home rule powers or other than as per the applicable provisions of the Illinois Constitution, to incur debt payable from real property taxes.

THE SPECIAL ASSESSMENT PROCEEDINGS

The Authorizing Acts

The Illinois Constitution permits home rule units to make local improvements by special assessment. Pursuant to Section 6 of Article VII of the Illinois Constitution, Division 2 of Article 9 of the Illinois Municipal Code, 65 ILCS 5/9, as modified and supplemented by Section 075, Title 2 of Chapter 102 of the Municipal Code of Chicago, the Special Assessment Supplemental Bond and Procedures Act, 50 ILCS 460 and the Local Government Debt Reform Act, 30 ILCS 350 (collectively, the "Authorizing Acts"), procedures are established for the making of such local improvements by the imposition of special assessments, including the conduct of proceedings by a board of local improvement.

Special Assessments

Pursuant to the Authorizing Acts, the Mayor and City Council of the City adopted an ordinance on June 19, 2002, providing for the Assessment (the "Special Assessment Ordinance"). Pursuant to the Special Assessment Ordinance and the Supplemental Ordinance, the City determined to construct the Bond financed Public Improvements Project and to issue the Prior Bonds to finance the Bond Financed Public Improvements Project, and approved certain pre-final plans and an estimate of cost for the Bond Financed Public Improvements Project. On November 12, 2002 the Court confirmed the Assessment Roll and Report and a judgment of confirmation was entered. An appeal from the final judgment and confirmation order may be taken in the manner provided in other civil cases, by the municipality or by any of the owners or parties interested in land taken, damaged or assessed therein, at any time on or prior to the date which is 30 days from the entry of the final judgment or order. The appeal period for the Assessment expired on December 12, 2002. See "SPECIAL ASSESSMENT LEVY AND COLLECTIONS."

On August 15, 2008 the Court issued its Order Confirming the "Certificate of Final Cost and Completion" finding the total amount assessed, as adjusted for the making of the Bond Financed Public Improvements to be \$67,415,731 of which there was an abatement of \$1,198.876 which constituted 34.46% of the final installment due September 1, 2032, effective September 1, 2008. See "LAKESHORE EAST PROJECT-Summary of Bond Financed Public Improvements".

RISK FACTORS

Investment in the Bonds involves risks which may not be appropriate for certain investors. The following is a discussion of certain risk factors which should be considered, in addition to other matters set forth in this Limited Offering Memorandum, in evaluating the Bonds which are not rated by a recognized rating agency. This discussion does not purport to be comprehensive or definitive. The occurrence of one or more of the events discussed herein could adversely affect the ability or willingness of property owners of the Lots on the Lakeshore East Project Site to pay their Assessments when due. Such failures to pay Assessments could result in the inability of the City to make full and punctual payments of debt service on the Bonds. In addition, the occurrence of one or more of the events discussed herein could adversely affect the value of the property on the Lakeshore East Project Site.

Limited Source of Funds

The Bonds, together with the interest thereon, are limited obligations of the City, payable solely from the Assessments and the

amounts on deposit in the various funds and accounts established and maintained under the 1st Indenture, all as more fully set forth therein. The Bonds are not general obligations of the City and do not constitute an indebtedness or a loan against the general taxing powers or credit of the City within the meaning of any constitutional or statutory provision or limitation. No holder of the Bonds shall have the right to compel the exercise of any taxing power of the City for payment of principal thereof or interest or premium, if any, thereon. See "SECURITY AND SOURCE OF PAYMENT FOR THE BONDS - General" herein.

Overlapping Indebtedness

The Assessments and any penalties assessed for failure to pay the Assessments will constitute a lien against the parcels of land on which they will be levied until such assessments are paid. Such lien will be on a parity with all special taxes and special assessments which may be levied by other agencies and the lien for general ad valorem real property taxes regardless of when they are imposed upon the same property. The City, however, has no control over the ability of other taxing bodies to issue indebtedness secured by taxes on the property within the Lakeshore East Project Site.

The ability of an owner of land within the Lakeshore East Project Site to pay the Assessments could be adversely affected if additional debt is issued or additional taxes or assessments are levied which are payable by the owners of land within the Lakeshore East Project Site. The imposition of additional liens, whether public or private, may reduce the ability or willingness of the landowners to pay the Assessments.

Unimproved Lots

Unimproved Lots provide less security to the Bondholders should it be necessary for the City to foreclose on such unimproved Lots due to the nonpayment of the Assessments. The timely payment of the Bonds may be impacted by the willingness and ability of the owners of the unimproved Lots in the Lakeshore East Project Site to pay the Assessments levied thereon.

Assessment Delinquencies

In order to pay debt service on the Bonds, it is necessary that the Assessments be paid in a timely manner. See "RISK FACTORS - Potential Delay and Limitations in Foreclosure Proceedings" and "- Bankruptcy" for a discussion of limitations on the City's ability to foreclose the lien of delinquent unpaid Assessments in certain circumstances.

26

Potential Delay and Limitations in Foreclosure Proceedings

The ability of the City to foreclose the lien of a delinquent unpaid Assessment may be limited by bankruptcy, insolvency and other laws generally affecting creditors' rights or by the laws of the State relating to judicial foreclosure. See "RISK FACTORS - Bankruptcy." In addition, the prosecution of a foreclosure could be delayed due to many reasons, including crowded local court calendars or lengthy procedural delays.

The ability of the City to foreclose the lien of a delinquent unpaid Assessment may be limited with regard to properties in which the Federal Deposit Insurance Corporation ("FDIC") or any successor to the FDIC may acquire an interest. The FDIC currently does not have an interest in the land within the Lakeshore East Project Site. However, if a lender takes a security interest in property in the Lakeshore East Project Site and becomes insolvent, such a lender could fall under the jurisdiction of the FDIC. The FDIC could assert Federal preemptive power to challenge any prior taxes, special taxes and assessments where it is in their interest to do so, including the requirement that local agencies obtain the consent of the FDIC in order to foreclose the lien of delinquent Assessments.

If the City is required to obtain the consent of the FDIC to foreclose on property located in the Lakeshore East Project Site, such consent could be denied and the City might be unable to pursue foreclosure proceedings. Additionally, obtaining such consent could delay the foreclosure proceedings. Any delay in foreclosure proceedings or the inability of the City to foreclose on property in the Lakeshore East Project Site in which the FDIC has an interest could result in a delay or default in payment of the Bonds.

In addition, potential investors should be aware that judicial foreclosure proceedings are not summary remedies and can be subject to significant procedural and other delays caused by crowded court calendars and other factors beyond the control of the City. In addition, the Illinois Constitution prescribes certain minimum redemption periods, which may be as long as three years, in the event of foreclosure. See "SECURITY AND SOURCE OF PAYMENT FOR THE BONDS - Enforcement of Special Assessment Liens - Cook County ." It should be assumed that, under current conditions, it is estimated that a judicial foreclosure of the lien of the Assessments could take several years from initiation of litigation to the lien foreclosure sale.

Delays and uncertainties in the Assessment lien foreclosure process create significant risks for Bondholders. High rates of Assessment payment delinquencies which continue during the pendency of protracted Assessment lien foreclosure proceedings, could result in the rapid, total depletion of the Debt Service Reserve Account prior to replenishment from the tax sale process or the resale of lots in the Lakeshore East Project Site upon foreclosure. In that event, there could be a default in payments of the principal of, and interest on, the Bonds.

Condemnation

There may be an occasion where property within the Lakeshore East Project Site is acquired by a unit of government through condemnation. When this occurs, the unit of government that acquired the property may seek to have the property declared exempt from taxation under the general exemption provisions of the Illinois Property Tax Code. A declaration that a property is exempt from taxation under these provisions does not, however, extend to special assessments. Notwithstanding the inapplicability of general exemption laws to special assessments, special assessments have been declared invalid where the property to be assessed is either owned by the State of Illinois or the United States Government.

27

In addition, there is no assurance that future legislation will not be considered or enacted which will extend these general exemption provisions to special assessments or that judicial interpretation of existing Illinois law relating to the inapplicability of the general exemption provisions may be reconsidered or modified as to materially adversely affect the ability to collect the Assessment from such properties owned by units of local government.

Bankruptcy

The various legal opinions to be delivered concurrently with the delivery of the Bonds (including Co-Bond Counsel's approving legal opinions) will be qualified, as to the enforceability of the various legal instruments, by moratorium, bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors generally .

Although a bankruptcy proceeding would not cause the Assessments to become extinguished, the amount and priority of any Assessment Lien could be modified if the value of the Lakeshore East Project Site falls below the value of the lien. If the value of the Lakeshore East Project Site is less than the lien, such excess amount could be treated as an unsecured claim by a bankruptcy court having jurisdiction. In addition, bankruptcy of a property owner could result in a delay in commencement and completion of foreclosure proceedings. Such delay would increase the likelihood of a delay or default in payment of the principal of, and interest on, the Bonds and the possibility of delinquent Assessment installments not being paid in full.

Limited Secondary Market

There can be no guarantee that there will be a secondary market for the Bonds or, if a secondary market exists, that such Bonds can be sold for any particular price. Except as set forth in the Trust Indenture, the City has not committed to provide any financial or operating information on a going forward basis. See APPENDIX A - Trust Indenture. Occasionally, because of general market conditions, lack of current information, the absence of a credit rating for the Bonds or because of adverse history or economic prospects connected with a particular issue, secondary marketing practices in connection with a particular issue are suspended or terminated. In addition, prices of issues for which a market is being made will depend on then prevailing circumstances. Such prices could be substantially different from the original purchase price.

Loss of Tax Exemption

Interest on the Bonds could become includable in gross income for Federal income tax purposes retroactive to the date of issuance of the Bonds as a result of a failure of the City to comply with certain provisions of the Code. Should such an event of taxability occur, the Bonds are not subject to early redemption and will remain outstanding to maturity or until redeemed under mandatory redemption provisions of the Trust Indenture.

Risk of Legislative and Judicial Changes

Future legislation, regulations, governmental or judicial interpretation of regulations or legislation or practices and procedures related to property tax assessment, levy, collections or distribution could have a material effect on the availability of the Assessments. There is no assurance that legislation will not be considered or enacted in the future, and unless provision is made in such legislation for special assessments generally in Illinois, the generation of the Assessments could be materially adversely affected.

Information Not Verified

Certain information concerning the Lakeshore East Project and the Lakeshore East Project Site and the Assessment has been obtained by the Developer and the Servicer as specified herein. Much of that information involves predictions of future events or information of which the City does not have direct knowledge and therefore by its nature, is not subject to verification by the City.

Failure to Complete Development of the Lakeshore East Project

Completion of the construction and development of the Lakeshore East Project is subject to economic considerations affecting the owners of the Parcels and Lots, including interest rates and the general economic climate of the City and the Chicago Metropolitan Area. The failure to complete the Lakeshore East Project, including substantial delays in the completion of the Lakeshore East Project due to the economy, litigation, the inability to obtain required funding or other causes may reduce the value of the property within the Lakeshore East Project. Bondholders should assume that any event that significantly impinges on the ability to complete development of the Lakeshore East Project would cause the property values for undeveloped Parcels and Lots within the Lakeshore East Project Site to decrease substantially and could affect the willingness and ability of the owners of undeveloped Parcels and Lots within the Lakeshore East Project to pay the Assessments when due.

Local, State and Federal Land Use Regulations

There can be no assurance that land development operations within the Lakeshore East Project Site will not be adversely affected by future government policies, including, but not limited to, governmental policies which directly or indirectly restrict or control development. The Development Agreement cannot limit the application of City, State or Federal laws and regulations which have preemptive effect on local land use regulations. During the past several years, City, state and Federal regulatory agencies have significantly expanded their involvement in local land use matters through increased regulatory enforcement of various environmental laws, including the Endangered Species Act, the Clean Water Act and the Clean Air Act, among others. Such regulations can substantially impair the rate and amount of development without requiring just compensation unless the effect of the regulation is to deny all economic use of the affected property. Bondholders should assume that any event that significantly impairs the ability to develop land in the Lakeshore East Project Site could cause the land values within the Lakeshore East Project Site to decrease substantially and could affect the willingness and ability of the owners of land to pay the Assessments when due or to proceed with development of land in the Lakeshore East Project Site. See "RISK FACTORS - Failure to Complete Development of the Lakeshore East Project"

Competition

The immediate vicinity and the City of Chicago area in general are subject to numerous pending and proposed projects which are similar to the uses for which the Lakeshore East Project is being marketed. This competition could have an adverse impact on the future value of the Lakeshore East Project Site as well as on the rate at which the Lots within the Lakeshore East Project Site are sold and developed. In addition, competing projects may not be subject to the additional tax burden of a special assessment, which could also affect absorption.

Concentration of Ownership of Parcels and Lots Undeveloped or Under Construction

Certain Lots and Parcels within the Lakeshore East Project Site that are undeveloped or under construction are currently owned by either the Original Developer Entities or joint ventures affiliated to

either the Original Developer Entities, certain other joint ventures or certain entities. See, LAKESHORE EAST PROJECT - Parcel Construction and Ownership. There are expected to be subsequent transfers of ownership of the Lots and Parcels to purchasers of condominiums or apartment owners within the Lakeshore East Project. In addition, current owners may sell the Lots or Parcels to third party developers. However, an increase in interest rates or other factors may result in lower sales of the Parcels and Lots unless and until any such transfers and takedowns occur, the timely payment of the Bonds depends on the willingness and the ability of the current owners to pay when due the Special Assessments related to the Parcels and Lots of the Lakeshore East Project within the SAA they own.

Reliance on the City Condominium and Rental Market

The success of the Lakeshore East Project will be primarily driven by the absorption of its condominium units and the rental of apartment units. While secondary uses are allowed for hotel rooms and office towers, there will be a reliance upon the health of the condominium and rental market for the success of the Lakeshore East Project. High rise construction costs and the ability of the market to absorb these costs in terms of acceptable condominium prices and apartment rents will also be factors affecting the Lakeshore East Project Site. A slow condominium or rental market will delay the sales of the Parcels or Lots keeping a high concentration of ownership with the Original Developer Entities or joint ventures affiliated to either the Original Developer Entities or joint ventures and extending the term of the Lakeshore East Project.

Environmental

The continued environmental monitoring, testing and findings process as required by the USEPA Remediation Completion Letter described in the section "LAKESHORE EAST PROJECT - Environmental Update on Lakeshore East Project Site", is such that there can be no assurance that this process will not affect the timing of the completion of the Lakeshore East Project completely, stop the completion of the Lakeshore East Project or negatively affect the sale of Parcels, Lots or units in the Lakeshore East Project Site. See "LAKESHORE EAST PROJECT - Environmental Update on Lakeshore East Project Site."

Disclosures Regarding Covid-19

The COVID-19 pandemic has severely impacted and continues to impact world, national and local commerce, financial markets and job markets including those of the City, and may continue to have an impact for some time. It is possible that the continued duration of the COVID-19 pandemic and the attendant increase in volatility in the financial markets combined with an increase in local unemployment may have a negative financial impact on the current owners and developers of the Parcels and Lots within the Lakeshore East Project Site which would adversely affect the ability or willingness of Lakeshore East Site parcel owners to pay their Assessments. As a result, future collections of property taxes and Assessments, such as the Assessments for the Lakeshore East Project Lots may be reduced. It is not possible for the City to predict whether or to what extent COVID-19 or any other pandemic, epidemic or other health-related conditions will affect the future collection of the Assessments.

The City does not know and cannot predict whether and to what extent any COVID-19 related restrictions imposed by the Governor of the State of Illinois and the Mayor of the City of Chicago may adversely affect a developer's ability to complete the Lakeshore East Project. In addition, the City or the developers may be required to comply with any applicable directions or orders of

federal and State authorities pursuant to future federal, State or local legislation or regulations which may result in limiting, suspending or otherwise materially affecting completion of the construction and development of the Lakeshore East Project. Neither the City nor the developers can predict if any such limitation or suspension

30

to construction or development of the Lakeshore East Project may be instituted and, if instituted, the scope or duration of any such limitation or suspension. There is no assurance that future federal, State or local legislation or regulations will not be considered or enacted which will materially adversely affect the ability to complete the Lakeshore East Project.

Beyond the information provided in this section, the full impact of the COVID-19 pandemic on the economy of the City and its residents (including the owners of the Parcels and Lots within the Lakeshore East Project Site), the collection of Assessments, or on the completion of the Lakeshore East Project, is unknown at this time.

Due to the evolving nature of the COVID-19 outbreak and the federal, State and local responses, the long-term impacts of the COVID-19 crisis are unknown. The City cannot predict the scope or duration of the COVID-19 pandemic and/or the extent to which the COVID-19 pandemic may disrupt the local, State, national or global economy, or whether and to what degree any such disruption may adversely impact the collection of Assessments.

The information in this section is current as of the date of this Limited Offering Memorandum. Because of the evolving nature of the circumstances relating to the COVID-19 pandemic described herein, it is very likely those circumstances will quickly continue to change. Prospective investors should assume that the restrictions and limitations related to the COVID-19 pandemic, and the current upheaval to the national and global economies, will continue at least over the near term and that any economic recovery may be prolonged.

Cyber Attacks

Various Cook County government offices, including, but not limited to the Office of the Cook County Treasurer (the "Cook County Treasurer"); Cook County Collector and the Cook County Clerk's Office may rely on IT systems to keep records and manage Assessment collections and the enforcement of Assessment delinquencies. Likewise, the Servicer and the Trustee rely on their own IT systems to keep records and manage the collection of Assessments. IT systems are subject to, and have increasingly become victims of computer viruses, cyber-attacks by hackers (such as malware or ransomware attacks), or breaches due to employee error or malfeasance. To the extent that such cyber-attacks continue to take place, there is the risk that the ability of any such government offices, the Servicer and the Trustee to collect Assessments, enforce Assessment delinquencies, keep records and otherwise perform their obligations may be negatively impacted.

Tax Delinquent Sale of Real Properties in Cook County

The Cook County Treasurer is required under Illinois law to conduct the Annual Tax Sale to sell delinquent taxes. If the property taxes for the immediately preceding tax year are delinquent on a parcel, the full delinquent tax amount due, plus interest and penalties, are offered for sale at the Annual Tax Sale. Taxes include delinquent real property taxes (including, without limitation, general property taxes, back taxes, etc.) and/or delinquent special assessments, including the Assessments, for Tax Years 2013 through 2017. Annual Tax Sales were held on dates from the period of May through August of the second year following the given tax year. The 2018 Annual Tax Sale was postponed to and was held on November 5, 2021 and the 2019 Annual Tax Sale is scheduled to be held in May 2022. The 2020 Annual Tax Sale has not yet been announced. (See "SPECIAL ASSESSMENT LEVY AND COLLECTIONS" herein).

31

UNDERWRITING

The Underwriter, Loop Capital Markets LLC, has agreed to purchase the Bonds from the City for reoffering to a limited number of sophisticated investors subject to certain conditions, at an aggregate purchase price of \$24,934.182.57, which reflects an Underwriting Discount of \$281.817.43. Under the bond purchase agreement between the City and the Underwriter (the "Bond Purchase Agreement"), the Underwriter is obligated to purchase all of the Bonds if any are purchased. The obligation of the Underwriter to make such purchase is subject to certain conditions set forth in the Bond Purchase Agreement. The Underwriter may change the prices and other terms with respect to the offer and sale of the Bonds from time to time after the Bonds are released for sale, and the Bonds may be offered and sold at prices other than the initial offering price set forth on the cover page of this Limited Offering Memorandum, including sales to dealers.

LEGAL OPINIONS

Legal matters incident to the authorization, issuance and sale of the Bonds are subject to the approving legal opinions of Foley & Lardner, LLP, Chicago, Illinois and Charity & Associates, P.C. Chicago, Illinois, Co-Bond Counsel. See APPENDIX C - Co-Bond Counsel Opinions. Certain legal matters will be passed upon for the Underwriter by its Counsel, Neal & Leroy, LLC, Chicago, Illinois; for the City by Burke, Warren, MacKay & Serritella, P.C., Chicago, Illinois, Cotillas & Associates, Chicago, Illinois, and its Corporation Counsel.

TAX EXEMPTION

In the opinion of Co-Bond Counsel, based upon an analysis of existing laws, regulations, rulings and court decisions, and assuming, among other matters, compliance with certain covenants, interest on the Bonds is excluded from gross income for federal income tax purposes under the Internal Revenue Code of 1986, as amended (the "Code") and is not a specific preference item for purposes of the alternative minimum tax. Interest on the Bonds is not exempt from State of Illinois income taxes.

Bonds purchased, whether at original issuance or otherwise, for an amount greater than their principal amount payable at maturity (or, in some cases, at their earlier call date) ("Premium Bonds") will be treated as having amortizable bond premium. No deduction is allowable for the amortizable bond premium in the case of bonds, like Premium Bonds, the interest on which is excluded from gross income for federal income tax purposes. However, the amount of tax exempt interest received, and a purchaser's basis in a Premium Bond, will be reduced by the amount of amortizable bond premium property allocable to such purchaser. Beneficial Owners of Premium Bonds should consult their own tax advisors with respect to the proper treatment of amortizable bond premium in their particular circumstances.

To the extent the issue price of any maturity of the Bonds is less than the amount to be paid at maturity of such Bonds (excluding amounts stated to be interest and payable at least annually over the term of such Bonds), the difference constitutes "original issue discount," the accrual of which, to the extent property allocable to each Bondholder, is treated as interest on the Bonds which is excluded from gross income for federal income tax purposes. For this purpose, the issue price of a particular maturity of the Bonds is the first price at which a substantial amount of such maturity of the Bonds is sold to the public (excluding bond houses, brokers, or persons or organizations acting in the capacity of underwriters, placement agents or wholesalers). The original issue discount with respect to any maturity of the Bonds accrues daily over the term to maturity of such Bond on the basis of a constant interest rate compounded semiannually (with straight-line interpolations between compounding dates). The accruing original issue discount is added to the adjusted basis of such Bond to determine taxable gain or loss upon disposition (including sale, redemption, or payment on maturity) of Bonds. Beneficial Owners of the Bonds should

consult their own tax advisors with respect to the tax consequence of ownership of Bonds with original issue discount, including the treatment of purchasers who do not purchase such Bonds in the original offering to the public at the first price at which a substantial amount of such Bond was sold to the public.

Section 103 of the Code imposes various restrictions, conditions and requirements relating to exclusion from gross income for federal income tax purposes of interest on obligations such as the Bonds. The City has covenanted to comply with certain restrictions designed to ensure that interest on the Bonds will not be included in federal gross income, failure to comply with these covenants may result in interest on the Bonds being included in gross income for federal income tax purposes, possibly from the original issue date of the Bonds. The opinions of Co-Bond Counsel assumes compliance with these covenants. Co-Bond Counsel has not undertaken to determine (or to inform any person) whether any actions taken (or not taken) or events occurring (or not occurring) after the date of issuance of the Bonds may adversely affect the value of or the tax-exempt status of interest on the Bonds. Further, Co-Bond Counsel does not give assurance that pending or further legislation or amendments to the Code, if enacted into law, will not adversely affect the value of or the tax exempt status of interest on the Bonds. Beneficial Owners are encouraged to consult their own tax advisors with respect to proposals to restructure the federal income tax.

Certain requirements and procedures contained or referred to in the Trust Indenture, the Bond Ordinance, the Tax Agreement and other relevant documents may be changed and certain actions (including, without limitation, defeasance of the Bonds) may be taken or omitted under the circumstance subject to the terms and conditions set forth in such documents. Co-Bond Counsel expresses no opinion as to any Bond or the interest thereon if any such change occurs or action is taken or omitted upon advice or approval of bond counsel other than Co-Bond Counsel.

Although Co-Bond Counsel is of the opinion that interest on the Bonds is excluded from gross income for federal income tax purposes, the ownership or disposition of, or the accrual or receipt of interest on, the Bonds may otherwise affect a Beneficial Owner's federal or state tax liability. The nature and extent of these other tax consequences will depend upon the particular tax status of the Beneficial Owner or the Beneficial Owner's other items of income or deduction. Co-Bond Counsel expresses no opinion regarding any such other tax consequences.

No assurance can be given that any future legislation or clarifications or amendments to the Code, if enacted into law, will not cause the interest on the Bonds to be subject, directly or indirectly, to federal or state income taxation, or otherwise prevent the Bondholders from realizing the full current benefit of the tax status of the interest thereon. Further, no assurance can be given that any such future legislation, or any actions of the IRS, including, but not limited to, selection of the Bonds for audit examination, or the course or result of any examination of the Bonds, or other bonds which present similar tax issues, will not affect the market price for the Bonds.

CONTINUING DISCLOSURE

The Bonds are not subject to the continuing disclosure requirements imposed by Rule 15c2-12 of the U.S. Securities and Exchange Commission, however, the City, the Developer, the Servicer and the Trustee (collectively, the Developer, the Servicer and the Trustee to be referred to as the "Disclosing Parties") shall voluntarily enter into a Continuing Information Agreement ("CIA"). Pursuant to the CIA, the Disclosing Parties shall covenant to provide annually certain Annual Financial Information (as defined in the CIA) Other Developer Information (as defined in the CIA); Reportable Events Related to the Bonds (as defined in the CIA) and the City shall agree to provide the City Disclosure (as defined in the CIA). See APPENDIX E • "Continuing Information Agreement".

LIMITED OFFERING

The Bonds are being offered only to sophisticated investors who will be required to execute an Investor Letter in the form attached hereto as APPENDIX F. Each prospective purchaser of the Bonds is being furnished a copy of this Limited Offering Memorandum, together with any supplements to this Limited Offering Memorandum. In addition, each prospective purchaser is hereby offered the opportunity, prior to purchasing any Bonds and at any time the Bonds are outstanding, to ask questions of, and receive answers from the Underwriter concerning the terms and conditions of the offering, and to obtain any additional relevant information, to the extent either possesses the same or can acquire it without unreasonable effort or expense. Inquiries concerning additional information should be directed in writing to the Underwriter at Loop Capital Markets LLC, 111 West Jackson Blvd., Suite 1901, Chicago, Illinois 60604. Attention: Municipal Bond Department.

FINANCIAL ADVISOR

The City has engaged PFM financial Advisors LLC, as financial advisor (the "Financial Advisor") in connection with the issuance and sale of the Bonds. Except as set forth under the caption "SECURITY AND SOURCE OF PAYMENT FOR THE BONDS - General," the Financial Advisor is not obligated to undertake any independent verification of or to assume any responsibility for the accuracy, completeness or fairness of the information contained in this Limited Offering Memorandum.

NO LITIGATION

At the time of delivery of and payment for the Bonds, the City will certify that there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body, pending with respect to which the City has been served with process or is otherwise aware, or, to the knowledge of the officer of the City executing such certificate, threatened against the City affecting the existence of the City, the Assessments or the titles of its officers to their respective offices or seeking to restrain or to enjoin the sale or delivery of the Bonds, the application of the proceeds thereof in accordance with the Ordinance or the Trust Indenture, or the collection or application of any revenues provided for the payment of the Bonds, or in any way contesting or affecting the validity or enforceability of the Bonds, the Ordinance, the Trust Indenture, the Servicing Agreement or any action of the City contemplated by any of the said documents, or the collection or application of any revenues provided for the payment of the Bonds, or in any way contesting the completeness or accuracy of the Ordinance or any amendment or supplement hereto, or contesting the powers of the City contemplated by any of said documents, nor, to the knowledge of the officer of the City executing such certificate, is there any basis therefor.

NO RATING

The City has not made, and does not currently contemplate making, an application to any rating agency for the assignment of a rating to the Bonds.

MISCELLANEOUS

The references, excerpts, and summaries of documents and statutes contained in this Limited Offering Memorandum do not purport to be complete statements of the provisions of such documents and statutes, and reference is made to all such documents and statutes for full and complete statements of their terms and provisions.

The estimates, assumptions, statistical and financial information, and all other information contained in this Limited Offering Memorandum have been compiled from official and other sources

believed to be reliable; however, none of such estimates, assumptions, or information is guaranteed by the City, the Developer, or the Underwriter as to completeness or accuracy.

Any statement made in this Limited Offering Memorandum involving matters of opinion or of estimates, whether or not so expressly stated, is set forth as such and not as a representation of fact: no representation is made that any of the estimates contained herein will be realized. The information and expressions of opinion contained herein are subject to change without notice, and neither the delivery of this Limited Offering Memorandum nor any offer or sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the City or the Developer since the date hereof.

AUTHORIZATION

By an ordinance adopted on September 14, 2021 by the City Council of the City of Chicago this Limited Offering Memorandum has been duly authorized for execution and delivery, and for distribution to prospective purchasers and the Underwriter.

City of Chicago

By: /s/Jennie Huang Bennett
Jennie Huang Bennett, Chief Financial Officer

35

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Appendix A Trust Indenture

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TRUST INDENTURE

BETWEEN

CITY OF CHICAGO, ILLINOIS

AND

BNY MIDWEST TRUST COMPANY, As TRUSTEE

Dated as of December 1, 2002

\$58,933,000 Special Assessment Improvement Bonds, Series (Lakeshore East Project)

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TABLE OF CONTENTS

(This table of contents is not part of the Trust Indenture and is only for convenience of reference)

	<u>PAGE</u>
Preamble	1
Granting Clauses	3
Article I Definitions and Statutory Authority	4
Section 101. Definitions	4
Section 102. Authority for This Indenture	13
Section 103. Indenture to Constitute Contract	13
Article II Authorization and Issuance of the Series 2002 Bonds and Refunding Bonds	13
Section 201. Authorization of Series 2002 Bonds	13
Section 202. General Provisions for Issuance of Bonds	13
Section 203. Refunding Bonds	14
Section 204. Book-Entry System	15
Article III General Terms and Provisions of Bonds; Specific Provisions of the Series 2002 Bonds	16
Section 301. Medium of Payment; Form and Date; Letters and Numbers; Maturity and Interest	16
Section 302. Legends	17
Section 303. Execution and Authentication	18
Section 304. Exchange of Bonds	18
Section 305. Redemption of Bonds	18

Section 305.	Negotiability, Transfer and Registry	18
Section 306.	Regulations with Respect to Exchanges and Transfers	19
Section 307.	Bonds Mutilated, Destroyed, Stolen or Lost	19
Section 308.	Payment of Interest on Bonds; Interest Rights Preserved	20
Article IV	Redemption of Bonds	21
Section 401.	Optional Redemption	21
Section 402.	Redemption at the Election or Direction of the City	21
Section 403.	Mandatory Redemption: Sinking Fund Redemptions	21
Section 404.	Notice of Redemption	23
Section 405.	Payment of Redeemed Bonds	23
Section 406.	Selection of Bonds to be Redeemed by Lot	24
Section 407.	Redemption Other Than at City's Election	24
Section 408.	Adjustment of Sinking fund Installments	24
Article V	Establishment of Funds and Application Thereof	24
Section 501.	The Pledge Effected by This Indenture	24
Section 502.	Establishment of Funds	25
Section 503.	Improvement Fund	26
Section 504.	Series 2002 Capitalized Interest Fund	27
Section 505.	Assessment Receipts	28
Section 506.	Disposition of Moneys in the Assessment Fund	28
Section 507.	Making and Levying Fund; Deposits; Payment of Costs of Making and Levying	29
Section 508.	Debt Service Fund - Debt Service Account	29
Section 509.	Debt Service Fund - Debt Service Reserve Account	30
Section 510.	Debt Service Fund-Prepayment Account	31
Section 511.	General Reserve Fund	31
Section 512.	Purchase of Bonds	32
Section 513.	Prepayments	32
Section 514.	Assessee's Credit Fund	33
Section 515.	Series 2002 Rebate Fund	34
Article VI	Depositories and Investment of Funds	34
Section 601.	Depositories	34
Section 602.	Deposits	34
Section 603.	Investment of Certain Funds	35
Section 604.	Valuation and Sale of Investments	36
Article VII	Special Covenants and Representations	36
Section 701.	Payment of Bonds	36
Section 702.	Extension of Payment of Bonds	36
Section 703.	Offices for Servicing Bonds	37
Section 704.	...	37

Section 704.	Further Assurances	37
Section 705.	Power to Issue Bonds and Pledge Assessment and Other Funds	37
Section 706.	Power to Make Improvement and Assessment	37
Section 707.	Creation of Liens	37
Section 708.	Pursue Final Cost Order: Division Petitions	38
Section 709.	Special Assessment Liens	38
Section 710.	Accounts and Reports	38
Section 711.	Series 2002 Tax Covenants	39
Section 712.	General	39
Article VIII	Events of Default and Remedies	40
Section 801.	Events of Default	40
Section 802.	Accounting and Examination of Records after Default	40
Section 803.	Application of Revenues and Other Moneys after Default	40
Section 804.	Proceedings Brought by Trustee	41
Section 805.	Restriction on Bondowners' Action	42
Section 806.	Remedies Not Exclusive	42
Section 807.	Effect of Waiver and Other Circumstances	43
Section 808.	Notice of Default	43
-ii-		
Article IX	Trustee	43
Section 901.	Trustee; Appointment and Acceptance of Duties	43
Section 902.	Trustee as Paying Agent	43
Section 903.	Responsibilities of Trustee or a Designated Depository	43
Section 904.	Evidence on Which Trustee May Act	44
Section 905.	Compensation	44
Section 906.	Certain Permitted Acts	45
Section 907.	Resignation of Trustee	45
Section 908.	Removal of Trustee	45
Section 909.	Appointment of Successor Trustee	45
Section 910.	Transfer of Rights and Property to Successor Trustee	46
Section 911.	Merger or Consolidation	46
Section 912.	Adoption of Authentication	47
Section 913.	Appointment of Co-Trustee	47
Article X	Supplemental Indentures	48
Section 1001.	Supplemental Indentures Effective Without Bondowners' Consent	48
Section 1002.	Supplemental Indentures Effective with Consent of Bondowners	49
Section 1003.	General Provisions	49
Article XI	Amendments	50
Section 1101.	Mailing	50
Section 1102.	Powers of Amendment	50
Section 1103.	Consent of Bondowners	50

Section 1104. Modifications or Amendments by Unanimous Consent	51	
Section 1105. Exclusion of Bonds	52	
Section 1106. Notation on Bonds	52	
Article XII Miscellaneous	52	
Section 1201. Defeasance	52	
Section 1202. Evidence of Signatures and Bondowners and Ownership of Bonds		54
Section 1203. Moneys Held for Particular Bonds	55	
Section 1204. Cancellation and Destruction of Bonds	55	
Section 1205. Preservation and Inspection of Documents	55	
Section 1206. Parties Interested Herein	55	
Section 1207. Form of Series 2002 Bonds	55	
Section 1208. No Recourse on the Bonds	61	
Section 1209. Publication of Notice: Suspension of Publication	61	
Section 1210. Severability of Invalid Provisions	61	
Section 1211. Holidays.."	61	
Section 1212. Actions. Approvals and Determinations by the City	62	
Section 1213. Notices	62	
Section 1214. Counterparts	62	

-in-

EXHIBITS

EXHIBIT A - Form of Disbursement Requests
EXHIBIT B - Form of Release of Special Assessment Lien
EXHIBIT C - Form of City No-Default Certificate

-iv-

TRUST INDENTURE

This TRUST INDENTURE, dated as of December 1, 2002, by and between the CITY OF CHICAGO, ILLINOIS, a municipal corporation and home rule unit of local government organized and existing under the laws of the State of Illinois (the "City"), and BNY MIDWEST TRUST COMPANY, a trust company duly organized and qualified under the laws of the State of Illinois to accept and administer the trust hereby created, and having a principal place of business in the City of Chicago, Illinois (the "Trustee"):

WITNESSETH:

WHEREAS the City is a municipal corporation and home rule unit of local government, organized and existing under the laws of the State including the Illinois Municipal Code; and

WHEREAS pursuant to the provisions of Article VII Section 6(1) of the Illinois Constitution of 1970, Article 9 of the Illinois Municipal Code, the Special Assessment Supplemental Bond and Procedures Act and an ordinance adopted on July 25, 2001 by the Mayor and City Council of the City (the "Corporate Authorities") entitled: "Amendment of Title 2, Chapter 102 of the Municipal Code of Chicago by Addition of New Section 075 Regarding Home Rule Powers in Special Assessment Proceedings", the City is authorized to, among other things, make local improvements by special assessment and enter into this Indenture (the "Home Rule Ordinance"); and

WHEREAS on June 19, 2002, the Corporate Authorities adopted an Ordinance of the City, entitled: "An Ordinance Providing for the Installation of Sanitary Sewers, Watermains, Storm Sewers, Public Park Improvements and Right-of-Way Improvements in Regard to the Lakeshore East Development Special Assessment Docket No. 2002-0001";

58/63/Warrant No. 62456 (the "Special Assessment Ordinance") providing for the acquisition and construction of local improvements (collectively, the "Improvement") as described and defined in the Special Assessment Ordinance, a portion of the cost of which is to be paid by a special assessment (the "Assessment"), as described in a petition filed by the City in the Circuit Court of Cook County, Illinois, County Department. County Division (the "Court"); and

WHEREAS, the Chicago Park District (the "Park District"), pursuant to an Agreement (the "Intergovernmental Agreement") authorized by the Corporate Authorities on June 19, 2002 and the Board of the Park District on October 9, 2002, authorized the City to act on behalf of the Park District to levy and collect the Assessment and to issue special assessment improvement bonds in connection therewith with regard to financing the cost of that portion of the Improvement related to the land for and improvement of the neighborhood public park, all in accordance with 65 ILCS 5/9-2-1 et. seq., 50 ILCS 460/1 et. seq., 70 ILCS 1505/16 and 70 ILCS 1205/7-1 et. seq.; and

WHEREAS all notices required by the law in connection with the Improvement have been given; and

WHEREAS on November 12, 2002, after first resolving all legal and benefit objections, the Court entered its judgment order of confirmation of the Assessment (the "Confirmation Order"); 30 days have passed since the entry of the Confirmation Order; and no appeal of the Confirmation Order has been taken; and

WHEREAS the estimated costs of the Improvement as approved in the Confirmation Order are as follows:

Property Acquisition Costs of Construction Engineering

Making, Levying and Collecting Reserve for Deficiency Debt Service Reserve Bond Discount Capitalized Bond Interest

Total Assessment

\$ 25,833,466 13,002,430 3,464,104 3,370,787 - 4,044,944 6,000,000 2,400,000 9,300,000 \$67,415,731

WHEREAS the Board of Local Improvements of the City (the "Board") has filed with the Clerk of Court a notice of the due date of the first installment of the Assessment, which shall be March 1, 2003 (however, no amounts shall be owed with respect to such installment as a result of funds on deposit in the Series 2002 Capitalized Interest Fund), and the date from which interest shall begin to accrue on the Assessment, which is September 1, 2004; and

WHEREAS to most advantageously provide for the payment of the costs of the Improvement, the Corporate Authorities have determined it to be advisable, necessary and convenient to issue special assessment bonds under the Special Assessment Law; and

WHEREAS on October 2, 2002, the Corporate Authorities adopted an ordinance entitled: "An Ordinance Authorizing the Issuance of not to exceed \$60,000,000 Special Assessment Improvement Bonds, Series 2002. (Lakeshore East Project) of the City of Chicago, Illinois, to, Finance the Acquisition and Construction of Local Improvements" (the "Supplemental Ordinance") authorizing the issuance of not to exceed \$60,000,000 principal amount of Special Assessment Improvement Bonds, Series 2002 (Lakeshore East Project) of the City for the purpose of financing costs of the Improvement and authorizing the execution and delivery of this Indenture; and

WHEREAS the Series 2002 Bonds (as defined herein) will be payable from the Assessment: and

WHEREAS the Series 2002 lionets will be secured by a Debt Service Reserve Fund and the Special Assessment Lien: and

WHEREAS the execution and delivery of this Indenture have been in all respects duly and validly authorized by ordinance duly adopted and approved by the Corporate Authorities; and

WHEREAS the Trustee is willing to accept the trusts provided for in this Indenture; and

WHEREAS the City and the Trustee agree as follows for the benefit of the other and for the benefit of the Owners of the Series 2002 Bonds:

NOW, THEREFORE, THIS TRUST INDENTURE WITNESSETH:

GRANTING CLAUSES

That the City in consideration of the premises and the acceptance of the Bonds by those who shall own the same from time to time, in order to secure the payment by the City to Bondowners of principal of, premium, if any, and interest on and any other sums payable on the Bonds Outstanding hereunder from time to time, in each case according to their tenor and effect, and to secure the observance and performance by the City of all the covenants expressed or implied herein and in the Bonds, does hereby grant, assign and pledge unto the Trustee and unto its successors in trust and its assigns forever, subject only to the provisions of this Indenture permitting the application thereof for the purposes and on the terms and conditions set forth herein, all right, title and interest of the City in and to the Trust Estate hereinafter granted for the further securing of the Bonds;

TO HAVE AND TO HOLD all and singular the Trust Estate whether or not now owned or held or whether or not derived from or with respect to property now or hereafter acquired, unto the Trustee and its successors in trust forever;

IN TRUST NEVERTHELESS, upon the terms and trusts herein set forth, and the pledge and assignment made in this Indenture by the City and the covenants and agreements set forth in this Indenture to be performed by the City shall be for the equal and proportionate benefit, security and protection of all Bondowners. without preference, priority or distinction as to security or otherwise of any of the Bonds over any of the others, except as otherwise expressly provided in or permitted by this Indenture, by reason of time of issuance, sale, delivery, maturity or expiration thereof or otherwise for any cause whatsoever: and

PROVIDED, HOWEVER, that if the City shall pay or cause to be paid fully and promptly when due all liabilities, obligations and sums at any time secured hereby, including interest and attorneys fees, and shall promptly, faithfully and strictly keep, perform and observe or cause to be kept, performed and observed all of its covenants and agreements contained herein, then and in such event this Indenture shall become void and of no further force and effect: otherwise, the same shall remain in full force and effect upon the trusts and subject to the covenants and conditions hereinafter set forth.

AND IT IS HEREBY COVENANTED, DECLARED AND AGREED by and between the parties hereto that all Bonds are to be issued, authenticated and delivered, and that all the Trust Estate is to be held and applied, subject to the further covenants, conditions, releases, uses and trusts hereinafter set forth, and the City, for itself and its successors, does hereby covenant and agree to and with the Trustee and its respective successors in said trust, for the benefit of those who shall own the Bonds, as follows:

ARTICLE I

DEFINITIONS AND STATUTORY AUTHORITY

Section 101. Definitions. Unless the context otherwise requires the following terms shall, for all purposes of this Indenture and of any certificate, opinion or other document herein mentioned, have the following meanings:

"Act" shall mean, the Illinois Municipal Code and the Special Assessment Law.

"Assessee" shall mean the person obligated to pay one or more Assessments.

"Assessee's Credit Fund" shall mean the fund by that name created pursuant to Section 502 of this Indenture.

"Assessment" shall mean the assessment for the Improvement as entered by the Court in the Confirmation Order.

"Assessment Fund" shall mean the fund by that name created pursuant to Section 502 of this Indenture.

"Assessment Receipts" shall mean the moneys received by the City on account of the Assessment, including Installments and Prepayments.

"Assessments" shall mean the several assessments on various parcels of land which in the aggregate constitute the Assessment.

"Authorized Denomination*" shall mean denominations of \$100,000 and integral multiples of \$1,000 in excess of \$100,000.

"Authorized Newspaper" shall mean a financial newspaper of general circulation in the Borough of Manhattan, City and State of New York (including, at such times as they are published. The New York Times. The Bond Buyer and The Wall Street Journal) which is customarily published at least once a day for at least five days (other than legal holidays) in each calendar week, printed in the English language.

"Authorized Officer" shall mean the Mayor, Chief Financial Officer, City Comptroller or City Clerk, and in addition, any other officer or employee of the City who is authorized to perform specific acts or duties by ordinance or resolution duly adopted by the Corporate Authorities including, specifically, the Director of Revenue with respect to the

Assessment and any other officer or employee of the City designated by any of the foregoing officers in a written designation delivered to the Trustee.

"Beneficial Owner" shall mean the person in whose name a Bond is recorded as beneficial owner of such Bond by the Securities Depository or a Participant or an Indirect Participant on the records of such Securities Depository. Participant or Indirect Participant, as the case may be, or such person's subrogee.

"Board" shall mean the Board of Local Improvements of the City.

"Bond Counsel" shall mean any law firm having a national reputation in the field of municipal law whose opinions are generally accepted by purchasers of municipal bonds which is selected by the City and is acceptable to the Trustee.

"Bondowner" or "Owner of Bonds" shall mean any person who shall be the registered Owner of any Bond or Bonds.

"Bond Premium" shall mean with respect to any Bond or Bonds the premium which may be payable in connection with a mandatory or an optional redemption.

"Bonds" shall mean the Series 2002 Bonds and any Series of Refunding Bonds authenticated and delivered under this Indenture.

"Bond Year" shall mean the annual period commencing on December 2 of a year and ending on December 1 of the next year.

"Book-Entry System" shall mean a book-entry system established and operated for the recordation of Beneficial Owners of the Bonds pursuant to Section 204 hereof.

"Capitalized Interest" shall mean interest on the Series 2002 Bonds that is payable from the Series 2002 Capitalized Interest Fund.

"City" shall mean the City of Chicago, a municipal corporation of the State of Illinois.

"Code" shall mean the Internal Revenue Code of 1986, as amended and supplemented from time to time.

"Confirmation Order" shall mean the order of the Court entered November 12, 2002, confirming judgment on the Assessment.

"Corporate Authorities" shall mean the Mayor and City Council of the City.

"Cost of Issuance Account" shall mean the account by that name created pursuant to Section 502 of this Indenture.

"Costs of the Improvement" shall mean the costs, expenses and liabilities paid or incurred or to be paid

or incurred by the City in connection with the Improvement, including

planning, engineering, designing, acquiring, installing, and financing thereof and the obtaining of all governmental approvals, certificates, permits and licenses with respect thereto, including, but not limited to, any good faith or other similar payment or deposits required in connection with the Improvement, the cost of acquisition by or for the City of real and personal property or any interests therein, costs of physical construction of such part of the Improvement and costs of the City incidental to same, all costs relating to injury and damage claims relating to the Improvement, the cost of any indemnity or surety bonds and premiums on insurance, preliminary investigation and development costs, engineering fees and expenses, contractors' fees and expenses, the costs of labor, materials, equipment and utility services and supplies, legal and financial advisory fees and expenses, interest and financing costs, including, without limitation, bank commitment and letter of credit fees and bond insurance and indemnity premiums, fees and expenses of the Trustee, amounts, if any, required by this Indenture to be paid into the Series 2002 Capitalized Interest Fund to provide, among other things, for Capitalized Interest, and to provide for the Debt Service Reserve Requirement, and all federal, state and local taxes and payments in lieu of taxes in connection with any part of the Improvement and shall include reimbursements to the City for any of the above items theretofore paid by or on behalf of the City.

"Costs of Making and Levying" shall mean all costs whether initially incurred and payable in connection with the making and levying of the Assessment or incurred and payable at any time in the future for such purposes, including costs and expenses of the City and the Trustee incurred pursuant to the Indenture including, but not limited to, the fees, costs and expenses of the Servicer under the Servicing Agreement.

"Court" shall mean the Circuit Court of Cook County, Illinois, County Department, County Division.

"Debt Service" shall mean, with respect to any period, the Principal Installments of and interest on Bonds to become due during such period, less any amount of Capitalized Interest.

"Debt Service Reserve Requirement" shall mean as to the Series 2002 Bonds as of any particular date the amount of moneys equal to ten percent (10%) of the original principal amount of the Series 2002 Bonds, less ten percent (10%) of the principal amount of Series 2002 Bonds redeemed by operation of the Prepayment Account of the Debt Service Fund pursuant to Section 403(b) and means as to any other series of Bonds issued hereunder, the amount set forth in a supplement to this Indenture.

"Defaulted Interest" shall have the meaning given to such term in Section 308 hereof.

"Defeasance Securities" shall mean those of the Investment Securities as described in clause (i) in the definition of Investment Securities.

"Depository" shall mean any bank or trust company organized under the laws of any state of the United States or any national banking association selected by the City as a

depository of" moneys and securities held under the provisions of this Indenture, and may include the Trustee.

"Developer" shall mean collectively Lakeshore East EEC and Lakeshore East Development Group LLC, each a limited liability company, or their successors and assigns.

"Development Agreement" shall mean collectively the Development Agreement and the Construction and Maintenance Agreement, each by and among the City and the Developer.

"Event of Default" shall have the meaning given to such term in Section 801 hereof.

"Final Board Approval" shall mean the Board's final acceptance of the work constituting the Improvement, as provided by Section 9-2-112 of the Illinois Municipal Code, as amended.

"Final Cost" shall mean the final cost of the Improvement as determined by the Court in a proceeding under Section 9-2-114, et seq. of the Illinois Municipal Code.

"Final Cost Certificate" shall mean the certificate of the Board as prepared for the Court pursuant to Section 9-2-114 of the Illinois Municipal Code.

"Fiscal Year" means the fiscal year of the City being the annual period commencing on January 1 of a year and ending on December 31 of such year.

"General Reserve Fund Requirement" means an amount equal to \$2,946,650.

"Government Obligations" shall mean any bonds or other obligations which, as to both principal and interest, constitute direct obligations of, or the timely payment of which are unconditionally guaranteed by, the United States of America, and any certificates or any other evidences of an ownership interest in obligations or in specified portions thereof (which may consist of specified portions of the interest thereon) of the character described in this definition.

"Improvement" shall mean the Improvement as described in the Special Assessment Ordinance.

"Indenture" shall mean this Trust Indenture as from time to time amended or supplemented by Supplemental Indentures in accordance with the terms hereof.

"Indirect Participant" shall mean a broker-dealer, bank or other financial institution for which the Securities Depository holds Bonds as a securities depository through a Participant.

"Installment" shall mean an installment due on the Assessment payable semiannually on March 1 and September 1 of a particular year, as shown on the Roll.

7

"Installment Bill" shall mean an invoice due on the Assessment, as shown on the Roll.

"Interest Payment Date" shall mean each June 1 and December 1, commencing June 1, 2003.

"Investment Securities" shall mean and include any of the following securities authorized by law as permitted investments of City funds at the time of their purchase.

i) Government Obligations;

ii) bonds, debentures, notes or other evidences of indebtedness issued by any of the following agencies: Government National Mortgage Association, Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Federal Land Banks, Federal Home Loan Banks, Federal Intermediate Credit Banks, Banks for Cooperatives, Tennessee Valley Authority, United States Postal Service, Farmers Home Administration, Export-Import Bank, Federal Financing Bank, Resolution Funding Corporation, and Student Loan Marketing Association;

iii) investments in a money market fund registered under the Investment Company Act of 1940, as amended (including any such money market fund sponsored by or affiliated with the Trustee), comprised of any of the investments set forth in subparagraph (i) or subparagraph (ii) above;

iv) negotiable or non-negotiable certificates of deposit or time deposits or other banking arrangements issued by any bank, trust company or national banking association (including the Trustee), which certificates of deposit or time deposits or other banking arrangements shall be continuously secured or collateralized by obligations described in subparagraphs (i), (ii) or (iii) of this definition, which obligations shall have a market value (exclusive of accrued interest) at all times at least equal to the principal amount of such certificates of deposit or time deposits or other banking arrangements and shall be lodged with the Trustee, as custodian, by the bank, trust company or national banking association issuing such certificates of deposit or time deposits or other banking arrangements, which certificates of deposit or time deposits or other banking arrangements acquired or entered into pursuant to this subparagraph (iv) shall be deemed to constitute investments and not deposits;

v) repurchase agreements with any bank, trust company or national banking association (including the Trustee) or government bond dealer reporting to the Federal Reserve Bank of New York that are continuously secured or collateralized by obligations described in subparagraph (i) of this definition, which obligations shall have a market value (exclusive of accrued interest) at all times at least equal to the amortized value of such repurchase agreements, provided such security or collateral is lodged with and held by the Trustee, or the City, as title holder, as the case may be, any such agreement shall provide that the trustee shall not be obligated to regard its own funds as a result of any losses or damages occurring thereunder except for its negligence or willful misconduct (but excluding actions taken at the direction of the City);

vi) public housing bonds issued by public housing authorities or by other political subdivisions or bodies politic and corporate so authorized, fully secured as to the payment of both principal and interest by a pledge of annual contributions under an annual contributions contract or contracts with the United States of America; and project notes issued by public housing authorities or by other political subdivisions or bodies politic and corporate so authorized, fully secured as to the payment of both principal and interest by a requisition

or payment agreement with the United States of America;

vii) investment agreements which represent the unconditional obligation of one or more banks, insurance companies or other financial institutions, or are guaranteed by a financial institution, in either case that has an unsecured rating, or which agreement is itself rated, as of the date of execution thereof, in one of the two highest rating categories by each of the Rating Agencies, any such agreement shall provide that the Trustee shall not be Obligated to regard its own funds as a result of any losses or damages occurring thereunder except for its negligence or willful misconduct (but excluding actions taken at the direction of the City); and

viii) any other securities authorized for investment of City funds by Article VI of Chapter 2-32 of the Municipal Code of Chicago (1990), as from time to time amended.

All securities so purchased, excepting tax anticipation warrants and investment agreements, shall show on their face that they are fully payable as to principal and interest, where applicable, within two years of the date of purchase.

"Tssuc Date" shall mean (i) January 14, 2003, or (ii) any other date established in a Supplemental Indenture with respect to a Series of Refunding Bonds.

"Lockbox Bank" means Harris Trust and Savings Bank, its successors and assigns.

"Lot" shall mean a particular lot, block, tract, parcel of land or condominium unit and related interests in common elements, which is identified and assessed on the Roll.

"Moody's" shall mean Moody's Investors Service, Inc., a corporation organized and existing under the laws of the State of Delaware, its successors and assigns, and, if such corporation shall no longer perform the functions of a securities rating agency. "Moody's" shall be deemed to refer to any other nationally recognized securities rating agency designated by the City, with the approval of the Trustee.

"Opinion of Counsel" shall mean an opinion in writing signed by an attorney or firm of attorneys (who may be counsel to the City) selected by the City.

"Outstanding." when used with reference to Bonds, shall mean, as of any date of calculation. Bonds theretofore or thereupon being authenticated and delivered under this Indenture except:

- (i) Bonds cancelled by the Trustee at or prior to such date:

9

ii) Bonds (or portions of Bonds) for the payment or redemption of which moneys, equal to the principal amount or Redemption Price thereof, as the case may be, with interest to the date of maturity or redemption date, shall be held in trust under this Indenture and set aside for such payment or redemption (whether at or prior to the maturity or redemption date), provided that if such Bonds (or portions of Bonds) are to be redeemed, notice of such redemption shall have been given as provided in Article IV or provision satisfactory to the Trustee shall have been made for the giving of such notice;

iii) Bonds in lieu of or in substitution for which other Bonds shall have been authenticated and

delivered pursuant to Article III, Section 405 or Section 1106 hereof unless proof satisfactory to the Trustee is presented that any such Bonds are held by a bona fide purchaser in due course; and

iv) Bonds deemed to have been paid as provided in Section 1201(b) hereof.

"Participant" shall mean a broker-dealer, bank or other financial institution for which the Securities Depository holds Bonds as a securities depository.

"Prepayment" shall mean the prepayment of all or any portion of any Assessment.

"Principal Installment" shall mean, as of any particular date of calculation, an amount of money equal to the sum of (a) the principal amount of Outstanding Bonds of a Series that mature on a single future date, reduced by the aggregate principal amount of such Outstanding Bonds that would at or before said future date cease to be Outstanding by reason of the payment when due and application in accordance with the Indenture of Sinking Fund Installments payable at or before such future date toward the retirement of such Outstanding Bonds, and (b) the amount of any Sinking Fund Installment payable on said future date toward the retirement of any such Outstanding Bonds; and said future date is deemed to be the date when such Principal Installment is payable and the date of such Principal Installment.

"Rating Agency" shall mean Moody's or S&P or any other rating agency so designated in a Supplemental Indenture.

"Rebate Fund" shall mean any rebate fund established with respect to a Series of Bonds issued under this Indenture, including the Series 2002 Rebate Fund.

"Redemption Price" shall mean, with respect to any Bond, the principal amount thereof plus the applicable Bond Premium, if any, payable upon redemption thereof pursuant to such Bond or this Indenture, plus accrued interest to the date of redemption.

"Refunding Bonds" shall mean all Bonds, whether issued in one or more Series, authenticated and delivered on original issuance pursuant to Section 203 hereof.

"Regular Record Date" shall have the meaning given to such term in Section 308 hereof.

"Roll" shall mean the assessment roll in the Confirmation Order as the same may be amended from time to time.

"S&P" shall mean Standard & Poor's Ratings Group, a corporation organized and existing under the laws of the State of New York, its successors and assigns, and, if such corporation 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, with the approval of the Trustee.

"Securities Depository" shall mean The Depository Trust Company, and any substitute for or successor

of such securities depository that shall maintain a Book-Entry System with respect to the Bonds.

"Securities Depository Nominee" shall mean the Securities Depository or the nominee of such Securities Depository, in whose name there shall be registered on the registration books of the City the Bonds during the continuation of the Book-Entry-System.

"Series*" shall mean all of the Bonds authenticated and delivered on original issuance and identified pursuant to this Indenture or a Supplemental Indenture authorizing such Bonds as a separate Series of Bonds.

"Series 2002 Bonds" means the Special Assessment Improvement Bonds, Series 2002 (Lakeshore East Project) of the City, authorized in Section 201 of this Indenture.

"Servicing Agent" shall mean initially BNY Asset Solutions LLC, and any successor agent under the Servicing Agreement.

"Servicing Agreement" shall mean an agreement, by and among a Servicing Agent other than the City, the Trustee and the City providing for the servicing of certain billing and collection procedures for the Assessments, including the Servicing Agreement dated as of December 1, 2002, by and among the City, BNY Asset Solutions LLC and the Trustee.

"Sinking Fund Installment" shall mean the amount of money required by the Indenture or by a Supplemental Indenture with respect to Refunding Bonds, to be paid by the City on a particular date toward the retirement of any particular Outstanding Bonds of a Series that mature on a single date, but does not include any amount payable by reason of the maturity of a Bond.

"Special Assessment Law" shall mean those pertinent portions of the Illinois Municipal Code, as amended, including expressly Division 2 of Article 9, providing for the making of local improvements by special assessment, as supplemented by the Special Assessment Supplemental Bond and Procedures Act, 50 Illinois Compiled Statutes 460 and an ordinance of the City entitled "Amendment of Title 2, Chapter 102 of the Municipal Code of Chicago by Addition of New Section 075 Regarding Home Rule Powers in Special Assessment Proceedings" passed by the Corporate Authorities on the 25th day of July 2001.

"Special Assessment Lien" shall mean the lien on the Lots securing the Assessments.

11

"Special Assessment Ordinance" shall mean an ordinance passed by the City Council on the 19th day of June, 2002, providing for the Improvement and Assessment.

"Special Record Date" shall have the meaning given to such term in Section 308(b) hereof.

"State" shall mean the State of Illinois.

"Supplemental Indenture" shall mean any indenture supplemental to or amendatory of this Indenture, adopted by the City in accordance with Article X.

"Supplemental Ordinance" shall mean an ordinance of the City, passed by the Corporate Authorities on the 2nd day of October, 2002, supplemental to the Special Assessment Ordinance, by which, inter alia, this Indenture has been authorized.

"Trust Estate" shall mean (i) the Assessments and all interest and penalties derived therefrom, (ii) the Special Assessment Lien and (iii) all Funds established by this Indenture except (A) the Assessee's Credit Fund and (B) any Rebate Fund.

"Trustee" shall mean BNY Midwest Trust Company, its successors or assigns any other corporation or association which may at any time be substituted in its place pursuant to this Indenture.

"Underwriter" shall mean, collectively, William Blair & Company and Podesta & Co.

"Written Certificate of the City," "Written Request of the City" and "Written Statement of the City" shall mean an instrument in writing signed on behalf of the City by an Authorized Officer thereof. Any such instrument and any supporting opinions or certificates may, but need not, be combined in a single instrument with any other instrument, opinion or certificate, 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 certificate of counsel, consultants, accountants or engineers, unless the Authorized Officer signing such Written Certificate or Request or Statement knows, or in the exercise of reasonable care should have known, that the opinion or certificate with respect to the matters upon which such Written Certificate or Request or Statement may be based, as aforesaid, is erroneous. The same Authorized Officer, or the same counsel, consultant, accountant or engineer, as the case may be, need not certify to all of the matters required to be certified under any provision of this Indenture, but different Authorized Officers, counsel, consultants, accountants or engineers may certify to different facts, respectively.

Any "Fund" or "Account" with a proper name in reference before it shall mean such fund or Account as established by such name in Section 502(a).

Except where the context otherwise requires, words importing the singular number shall include the plural number and vice versa, and words importing persons shall include firms, associations, corporations, municipal corporations, agencies and bodies.

12

All references in this Indenture to Articles, Sections and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Indenture, and the words herein, hereof, hereunder and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or subdivision of this Indenture. The headings or titles of the several articles and sections of this Indenture, and any table of Contents appended to copies of this Indenture, shall be solely for convenience of reference and shall not affect the meaning, construction or effect of this Indenture. Each reference to a section of the Code shall be deemed to include the United States Treasury Regulations, including temporary and proposed regulations, relating to such section which are applicable to Bonds and the use of Bond proceeds.

Section 102. Authority for This Indenture. The execution and delivery of this Indenture by the City has been duly authorized pursuant to the provisions of the Act and the Local Government Debt Reform Act. 30 Illinois Compiled Statutes 350.

Section 103. Indenture to Constitute Contract. In consideration of the purchase and acceptance of any and all of the Bonds authorized to be issued hereunder by those "who shall hold the same from time to time, in accordance with the provisions of the Act and the Local Government Debt Reform Act, this Indenture shall be deemed to be and shall constitute a contract between the City and the Owners from time to time of the Bonds; and the pledge made in this Indenture and the covenants and agreements therein set forth to be performed on behalf of the City shall be for the equal benefit, protection and security of the Owners of any and all of the Bonds, all of which, regardless of the time or times of their authentication and delivery or maturity, shall be of equal rank without preference, priority or distinction of any of the Bonds over any other thereof except as expressly provided in or permitted by this Indenture.

ARTICLE II

AUTHORIZATION AND ISSUANCE OF THE SERIES 2002 BONDS AND REFUNDING BONDS

Section 201. Authorization of Series 2002 Bonds. Bonds designated as "Special Assessment Improvement Bonds, Series 2002 (Lakeshore East Project)," are hereby authorized to be issued by the City under this Indenture and pursuant to the Act, including the provisions of Section 45 of the Special Assessment Supplemental Bond and Procedures Act, and the Local Government Debt Reform Act. The maximum principal amount of Series 2002 Bonds that may be executed, authenticated and delivered under this Indenture is \$58,933,000.

Section 202. General Provisions for Issuance of Bonds. Bonds shall be executed by the City for issuance under this Indenture and delivered to the Trustee and thereupon shall be authenticated by the Trustee and by it delivered to the City or upon the Written Request of the City but only upon receipt by the Trustee of the following documents, opinions, and moneys or securities, all of such documents and opinions dated or certified, as the case may be, as of the Issue Date (unless the Trustee shall accept any of such documents bearing a prior date):

- (1) A Written Request of the City as to the delivery of the Bonds:
- (2) An executed copy of this Indenture:
- i
- 3) Certified copies of the Special Assessment Ordinance and the Supplemental Ordinance: j
- 4) The amounts required by Section 502(c) to be deposited with the Trustee;
- 5) Certified copy of the Home Rule Ordinance:
- 6) Certified copy of the Confirmation Order:
- i
- 7) Certified copy of the Intergovernmental Agreement:
- 8) An executed opinion of counsel to the City addressed to the Trustee in form and substance satisfactory to the Trustee: and
- 9) Such further documents, moneys and securities as are required by the provisions of

Section 203 hereof or Article X or any Supplemental Indenture adopted pursuant to Article X.

Section 203. Refunding Bonds. l

(a) Provided the conditions of Section 203(b) are met, one or more Series of Refunding Bonds may be issued at any time pursuant to a Supplemental Indenture to refund any Outstanding Bonds. Refunding Bonds shall be issued in a principal amount sufficient, together with other moneys available therefor, to accomplish such refunding and to make the deposits in the funds and accounts under this Indenture required by the provisions of the Supplemental Indenture authorizing such Refunding Bonds. I

(b) Refunding Bonds may be issued only if, as of the time immediately following the issuance of such Series, the Debt Service for each Bond Year on all Bonds outstanding shall not be greater than the Debt Service for each such Bond Year as of the time immediately prior to the issuance of such Series.

(c) Refunding Bonds of each Series shall be authenticated and delivered by the Trustee only upon receipt by the Trustee (in addition to the documents required by Section 202 hereof) of:

1) Irrevocable instructions to the Trustee, satisfactory to it, to give due notice of redemption, if applicable, of all the Bonds to be refunded on a redemption date or dates specified in such instructions: j

2) If the Bonds to be refunded do not mature, are not by their terms subject to redemption or, under the plan of refunding applicable thereto, are not to be redeemed, in each case, within the next succeeding 90 days, instructions to the Trustee, satisfactory to it, to mail the notice provided for in Section 1201(c) hereof to the Owners of the Bonds being refunded; and j

3) father (i) moneys in an amount sufficient to effect payment at the applicable Redemption Price of the Bonds to be redeemed and at the principal amount of

the Bonds payable at maturity which are to be refunded, together with accrued interest on such Bonds to the redemption date or maturity date, as applicable, which moneys shall be held by the Trustee in a separate account irrevocably in trust for and assigned to the respective Owners of the Bonds to be refunded, or (ii) Defeasance Securities in such principal amounts, of such maturities, bearing such interest, and otherwise having such terms and qualifications and any moneys, as shall be necessary to comply with the provisions of Section 1201(c)

hereof, which Defeasance Securities and moneys shall be held in trust and used only as provided in said provisions.

i

(d) the proceeds, including accrued interest, of the Refunding Bonds of each Series shall be applied simultaneously with the delivery of such Bonds for the purposes of making deposits in such funds and accounts under this Indenture as shall be provided by the Supplemental Indenture authorizing such Series of Refunding Bonds and shall be applied to the refunding in the manner provided in said Supplemental Indenture.

Section 204. Book-Entry System. j

i

a) The Bonds shall be issued pursuant to a Book-Entry System administered by the Securities Depository with no physical distribution of Bond certificates to be made except as provided in this Section 204. Any provision of this Indenture or the Bonds requiring physical delivery of the Bonds shall, with respect to any Bonds held under the Book-Entry System, be deemed to be satisfied by a notation on the registration books maintained by the Trustee that such Bonds are subject to the Book-Entry System. !

i

b) So long as a Book-Entry System is being used, one Bond in the aggregate principal amount of the Bonds and registered in the name of the Securities Depository Nominee will be issued and deposited with the Securities Depository to be held in its custody. The Book-Entry System will be maintained by the Securities Depository and the Participants and Indirect Participants and will evidence beneficial ownership of the Bonds in Authorized Denominations, with transfers of ownership effected on the records of the Securities Depository, the Participants and the Indirect Participants pursuant to rules and procedures established by the Securities Depository, the Participants and the Indirect Participants. The principal or purchase price of and any premium on each Bond shall be payable to the Securities Depository Nominee or any other person appearing on the registration books maintained by the Trustee as the registered Bondowner of such Bond or his registered assigns or legal representative at the New York, New York office of the Trustee. So long as the Book-Entry System is in effect, the Securities Depository Nominee will be recognized as the Bondowner of the Bonds for all purposes. Transfers of principal, purchase price, interest and any premium payments or notices to Participants and Indirect Participants will be the responsibility of the Securities Depository, and transfers of principal, purchase price, interest and any premium payments or notices to Beneficial Owners will be the responsibility of the Participants and the Indirect Participants. No other party will be responsible or liable for such transfers of payments or notices or for maintaining, supervising or reviewing such records maintained by the Securities Depository, the Participants or the Indirect Participants. While the Securities Depository Nominee is the Owner of the Bonds, notwithstanding any other provisions set forth herein, payments of principal or purchase price of, redemption premium, if any, and interest on, the Bonds shall be made to the Securities Depository Nominee by wire transfer in immediately available funds to the account of such

Bondowner. Without notice to or the consent of the Beneficial Owners, the Trustee, with the consent of the City, and the Securities Depository may agree in writing to make payments of principal, redemption price or purchase price and interest in a manner different from that set out herein. In such event, the Trustee shall make payments with respect to the Bonds in such manner as if set forth herein.

c) Upon the discontinuance of the maintenance of the Bonds under a Book-Entry System, the City will cause Bonds to be issued directly to the Beneficial Owners of Bonds, or their designees. In such event, the Trustee shall make provisions to notify Participants and the Beneficial Owners of the Bonds, by mailing an appropriate notice to the Securities Depository, or by other means deemed appropriate by the Trustee in its discretion, that Bonds will be

directly issued to the Beneficial Owners of Bonds as of a date set forth in such notice, which shall be a date at least 10 days after the date of mailing of such notice (or such fewer number of days as shall be acceptable to the Securities Depository).

iii

d) In the event that Bonds are to be issued to the Beneficial Owners of the Bonds, or their designees, the City shall promptly have prepared Bonds in certificated form registered in the names of the Beneficial Owners of Bonds shown on the records of the Participants provided to the Trustee, as of the date set forth in the notice described above. Bonds issued to the Beneficial Owners, or their designees, shall be in fully registered form substantially in the form set forth in Section 1207.

(c) If any Securities Depository is replaced as the depository for the Bonds with another qualified Securities Depository, the City will issue to the replacement Securities Depository Bonds substantially in the form set forth in Section 1207 registered in the name of such replacement Securities Depository.

i

(1) The City and the Trustee shall have no liability for the failure of any Securities Depository to perform its obligation to any Participant, any Indirect Participant or any Beneficial Owner of any Bonds, and the City and the Trustee shall not be liable for the failure of any Participant, Indirect Participant or other nominee of any Beneficial Owner of any Bonds to perform any obligation that such Participant, Indirect Participant or other nominee may incur to any Beneficial Owner of the Bonds. '

ARTICLE 111

GENERAL TERMS AND PROVISIONS OF BONDS; SPECIFIC PROVISIONS OF THE SERIES 2002 BONDS II

Section 301. Medium of Payment; Form and Date; Letters and Numbers; Maturity and Interest.

(a) The Bonds shall be payable, with respect to interest, principal and Redemption Price, in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts, at the New York, New York office of the Trustee. All Principal Installments shall be due on a December 1 and all regular interest payments shall be due on an Interest Payment Date.

16

(h) The Series 2002 Bonds shall be issued in the form of fully registered Bonds without coupons in Authorized Denominations. The Series 2002 Bonds shall be in substantially the form set forth in Section 1207 hereto, with such appropriate variations, omissions, substitutions, insertions, notations, legends and endorsements as may be deemed necessary or appropriate by the officers of the City executing the same and as shall be permitted or required by the Indenture.

c) The Series 2002 Bonds shall be numbered in any reasonable and consecutive numbering as may be determined by the Trustee.

d) The Series 2002 Bonds shall mature and become payable on December 1 on the dates (subject to mandatory and optional redemption as hereinafter provided) and in the amounts and shall bear interest at the rates set forth below:

(December 1) Interest

	<u>Year</u>	<u>Amount</u>	<u>- Rate</u>
	2012	\$ 2,515,000	6.125%
	2022	15,262,000	6.625
	2032	41,156,000	6.750

Interest on the Series 2002 Bonds shall be payable on June 1, 2003 and each Interest Payment Date thereafter.

e) The Series 2002 Bonds shall be dated as of the Issue Date and shall bear interest from the Interest Payment Date next preceding the date of registration and authentication thereof unless any of such Bonds is registered as of an Interest Payment Date, in which event it shall bear interest from the date thereof, or unless such Bonds are registered prior to the first Interest Payment Date, in which event they shall bear interest from the Issue Date, or unless, as shown by the records of the Trustee, interest on such Bonds shall be in default, in which event they shall bear interest from the date to which interest has been paid in full.

f) From and after the issuance of the Series 2002 Bonds, the findings and determinations of the City respecting such Bonds shall be conclusive evidence of the existence of the facts so found and determined in any action or proceeding in any court in which the validity of such Bonds is at issue, and no bona fide purchaser of any such Bonds shall be required to see to the existence of any fact or to the performance of any condition or to the taking of any proceeding required prior to such issuance, or to the application of the purchase price paid for such Bonds. The recital contained in the Bonds that the same are issued pursuant to the Act and the Local Government Debt Reform Act shall be conclusive evidence of their validity and of the regularity of their issuance, and all the Bonds shall be incontestable from and after their issuance. The Series 2002 Bonds shall be deemed to be issued, within the meaning of this Indenture, upon delivery to the purchasers thereof and the purchase price thereof received.

Section 302. Legends. The Bonds may contain or have endorsed thereon such provisions, specifications and descriptive words not inconsistent with the provisions of this

17

Indenture as may be necessary or desirable to comply with custom, the rules of any securities exchange or commission or brokerage board, or otherwise, as may be determined by the City prior to the authentication and delivery thereof.

Section 303. Execution and Authentication.

a) The Bonds shall be executed in the name of the City by the manual or facsimile signature of its Mayor, and its corporate seal (or a facsimile thereof), if any, shall be impressed, imprinted, engraved or otherwise reproduced thereon and attested by the manual or facsimile signature of the City Clerk or other Authorized Officer, or in such other manner as may be required or permitted by law; provided that for any Bond the attesting officer shall not be the same officer who shall have executed such Bond. In case any one or more of the officers who shall have signed or sealed any of the Bonds shall cease to be such officer before the Bonds so signed and sealed shall have been authenticated and delivered by the Trustee, such Bonds may, nevertheless, be authenticated and delivered as herein provided, and may be issued as if the persons who signed or sealed such Bonds had not ceased to hold such offices. Any Bond of a Series may be signed and sealed on behalf of the City by such persons as at the time of the execution of such

Bonds shall be duly authorized or hold the proper office in the City, although at the date borne by the Bonds of such Series such persons may not have been so authorized or have held such office.

b) The Bonds shall bear thereon a certificate of authentication, in the form set forth in Section 1207, executed manually by the Trustee. Only such Bonds as shall bear thereon such certificate of authentication shall be entitled to any right or benefit under this Indenture and no Bond shall be valid or obligatory for any purpose until such certificate of authentication shall have been duly executed by the Trustee. Such certificate of the Trustee upon any Bond executed on behalf of the City shall be conclusive evidence that the Bond so authenticated has been duly authenticated and delivered under this Indenture and that the Owner thereof is entitled to the benefits of this Indenture,

Section 304. Exchange of Bonds. The Bonds, upon surrender thereof at the New York. New York office of the Trustee with a written instrument of transfer satisfactory to the Trustee, duly executed by the registered Owner or its duly authorized attorney, may, at the option of the registered Owner thereof, and upon payment by such registered Owner of any charges which the Trustee may make as provided in Section 306, be exchanged for an equal aggregate principal amount of Bonds of the same Series, maturity and interest rate of any other Authorized Denominations.

Section 305. Negotiability, Transfer and Registry.

(a) The Bonds shall be transferable only upon the books of the City, which shall be maintained for such purposes at the New York. New York office of the Trustee, by the registered Owner thereof in person or by its attorney duly authorized in writing, upon surrender thereof at the principal corporate trust office of the Trustee, together with a written instrument of transfer satisfactory to the Trustee duly executed by the registered Owner or its duly authorized attorney. Upon the transfer of any such Bond the City shall cause the Trustee to issue in the

18

name of the transferee a new Bond or Bonds of the same aggregate principal amount and Series, maturity and interest rate as the surrendered Bond, of Authorized Denominations.

(b) The City and the Trustee may deem and treat the person in whose name any Bond shall be registered upon the books of the City as the absolute Owner of such Bond, whether such Bond shall be overdue or not. for the purpose of receiving payment of, or on account of, the principal and Redemption Price, if any, of and interest on such Bond and for all other purposes, and all such payments so made to any such registered Owner or upon its order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the City nor the Trustee shall be affected by any notice to the contrary.

Section 306. Regulations with Respect to Exchanges and Transfers. In all cases in which the privilege of exchanging or transferring Bonds is exercised, the City shall execute and the Trustee shall authenticate and deliver Bonds in accordance with the provisions of this Indenture. All Bonds surrendered in any such exchanges or transfers shall forthwith be delivered to the Trustee and cancelled or retained by the Trustee. For every such exchange or transfer of Bonds, the City or the Trustee may make a charge sufficient to reimburse it for any tax. fee or other governmental charge required to be paid with respect to such exchange or transfer. Unless otherwise provided in a Supplemental Indenture, neither the City nor the Trustee shall be required (a) to transfer or exchange Bonds of any Series for the period next preceding any interest payment date for such Bonds beginning with the Regular Record Date for such interest payment date and ending on such interest payment date, or for the period next preceding any date for the proposed payment of Defaulted Interest with respect to such Bonds beginning with the Special Record Date for the date

of such proposed payment and ending, on the date of such proposed payment, (b) to transfer or exchange Bonds of any Series for a period beginning 15 days before the mailing of any notice of redemption and ending on the day of such mailing, or (c) to transfer, exchange or register any Bonds called for redemption.

Section 307. Bonds Mutilated, Destroyed, Stolen or Lost. If any Bond becomes mutilated or is lost, stolen or destroyed, the City shall execute and the Trustee shall authenticate and deliver a new Bond of like date of issue, maturity date, principal amount and interest rate per annum as the Bond so mutilated, lost, stolen or destroyed, provided that (i) in the case of such mutilated Bond, such Bond is first surrendered to the City, (ii) in the case of any such lost, stolen or destroyed Bond, there is first furnished evidence of such loss, theft or destruction satisfactory to the Trustee and the City together with indemnity satisfactory to each, (iii) all other reasonable requirements of the Trustee and the City are complied with, and (iv) expenses in connection with such transaction are paid by the Owner. Any mutilated Bond surrendered for exchange shall be cancelled. Any such new Bonds issued pursuant to this Section in substitution for Bonds alleged to be destroyed, stolen or lost shall constitute original additional contractual obligations on the part of the City, whether or not the Bonds so alleged to be destroyed, stolen or lost be at any time enforceable by anyone, and shall be equally secured by and entitled to equal and proportionate benefits with all other Bonds issued under this Indenture in the Trust Estate. If any such Bond lost, stolen or destroyed shall have matured or be about to mature, instead of issuing a new Bond pursuant to this Section, the City may cause the same to be paid, upon being indemnified as aforesaid, without surrender thereof. Neither the City nor the Trustee shall be required to treat both the original Bond and any duplicate Bond as being

19

Outstanding for the purpose of determining the principal amount of Bonds which may be issued hereunder or for the purpose of determining, any percentage of Bonds Outstanding hereunder, but both the original and duplicate Bond shall be treated as one and the same.

Section 308. Payment of Interest on Bonds; Interest Rights Preserved

a) Interest on any Bond which is payable, and is punctually paid or duly provided for, on any Interest Payment Date shall be paid to the person in whose name that Bond is registered at the close of business on the date (herein the "Regular Record Date") which is (i) the 15th day of the calendar month next preceding such interest payment date in the event the interest payment date is the first day of any month or (ii) 15 days preceding such interest payment date in the event the interest payment date is other than the first day of any month, as may be occasioned by a redemption of Bonds (or in all events such other dates as may be provided in a Supplemental Indenture authorizing such Bond) and shall be paid by check mailed to the registered Owner thereof at the address of such registered Owner as it appears on the registration books maintained by the Trustee; or by such other means, which may include electronic funds transfer, as may be agreed by and between the Issuer and the Securities Depository for Bonds held under a Book-Entry System as provided in Section 204.

b) Any interest on any Bond which is payable, but is not punctually paid or duly provided for, on any interest payment date (herein "Defaulted Interest") shall forthwith cease to be payable to the registered Owner on the relevant Regular Record Date by virtue of having been such Owner; and such Defaulted Interest shall be paid by the City to the persons in whose names the Bonds are registered at the close of business on a date (herein the "Special Record Date") for the payment of such Defaulted Interest, which shall be fixed in the following manner. Based upon such moneys as may be or become available, after consultation with the City, the Trustee shall establish the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment. Thereupon the Trustee shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the

date of the proposed payment and not less than 10 days after the receipt by the Trustee of the notice of the proposed payment. The Trustee shall promptly notify the City of such Special Record Date and, in the name and at the expense of the City, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first class postage prepaid, to each Bondowner at its address as it appears upon the registry books, not less than 10 days prior to such Special Record Date. The Trustee may, in its discretion, in the name and at the expense of the City, cause a similar notice to be published at least once in an Authorized Newspaper, but such publication shall not be a condition precedent to the establishment of such Special Record Date.

c) Subject to the foregoing provisions of this Section, each Bond delivered under this Indenture upon transfer of or in exchange for or in lieu of any other Bond shall carry the rights to interest accrued and unpaid, and to accrue, which were carried by such other Bond.

20

ARTICLE IV

REDEMPTION OF BONDS

Section 401. Optional Redemption. The Series 2002 Bonds are subject to redemption prior to maturity at the option of the City, in whole or in part, on any date on or after December 1, 2012, and if less than all of the Series 2002 Bonds are to be redeemed then by lot, at the Redemption Price equal to the principal amount thereof to be redeemed plus, if such Series 2002 Bonds are to be redeemed during any period shown in the following table, a Bond Premium (expressed as a percentage of principal amount redeemed) as follows:

	<u>From</u>	<u>To and Including</u>	<u>Bond Premium</u>
	December 1, 2012	November 30, 2013	2%
	December 1, 2013	November 30, 2014	1 %
	December 1, 2014	and Thereafter	0

Section 402. Redemption at the Election or Direction of the City. In the case of any redemption of Bonds at the election or direction of the City, the City shall give notice by Written Request of the City to the Trustee of its election or direction so to redeem, of the redemption date, of the Series, of the source of the funds to be used for the redemption, and of the principal amounts of the Bonds of each maturity of such Series to be redeemed. Such notice shall be given at least 45 days prior to the redemption date or such shorter period as shall be acceptable to the Trustee.

Section 403. Mandatory Redemption; Sinking Fund Redemptions.

(a) The Series 2002 Bonds maturing December 1, 2012 are subject to mandatory redemption by operation of the provisions of this Section 403(a) and Section 508 from amounts on deposit in the Debt Service Account

of the Debt Service Fund, in part and by lot, at the Redemption Price equal to the principal amount thereof to be redeemed, without Bond Premium, and payment at maturity on December 1 of the years and in the amounts as follows:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2008	\$320,000	2011	\$594,000
2009	404,000	2012 (final maturity)	701,000
2010	496,000		

A Sinking Fund Installment is hereby established for each year and in the amounts indicated therefor as set forth in the foregoing table.

The Series 2002 Bonds maturing December 1, 2022 are subject to mandatory redemption by operation of the provisions of this Section 40.3(a) and Section 508 from amounts on deposit in the Debt Service Account of the Debt Service Fund, in part and by lot, at the

21

Redemption Price equal to the principal amount thereof to be redeemed, without Bond Premium, and payment at maturity on December 1 of the years and in the amounts as follows:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2013	\$ 816,000	2018	\$1,559,000
2014	943,000	2019	1,745,000
2015	1,079,000	2020	1,946,000
2016	1,227,000	2021	2,163,000
2017	1,387,000	2022 (final maturity)	2,397,000

A Sinking Fund Installment is hereby established for each year and in the amounts indicated therefor as set forth in the foregoing table.

The Series 2002 Bonds maturing December 1, 2032 are subject to mandatory redemption by operation of the provisions of this Section 40.3(a) and Section 508 from amounts on deposit in the Debt Service Account of the Debt Service Fund, in part and by lot, at the Redemption Price equal to the principal amount thereof to be redeemed, without Bond Premium, and payment at maturity on December 1 of the years and in the amounts as follows:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2023	\$2,650,000	2028	\$4,289,000
2024	2,929,000	2029	4,700,000
2025	3,231,000	2030	5,144,000
2026	3,557,000	2031	5,622,000
2027	3,909,000	2032 (final maturity)	5,125,000

A Sinking Fund Installment is hereby established for each year and in the amounts indicated therefor as set forth in the foregoing table.

(b) The Series 2002 Bonds and any Refunding Bonds are further subject to mandatory redemption on any Interest Payment Date, by operation of the Prepayment Account of the Debt Service Fund, in part and by lot, at the Redemption Price equal to the principal amount thereof to be redeemed plus, if such Series 2002 Bonds or Refunding Bonds are to be redeemed during any period shown in the following table, a Bond Premium (expressed as a percentage of principal amount redeemed) as follows:

From	To and Including	Bond Premium
Issue Date	November 30, 2012	
December 1, 2012	November 30, 2013	
December 1, 2013	November 30, 2014	
December 1, 2014	Maturity	

77

Section 404. Notice of* Redemption. When the Trustee shall receive notice from the City pursuant to Section 402 hereof of its election or direction to redeem Bonds, and when redemption of Bonds is authorized or required pursuant to Section 403 hereof, the "Trustee shall give notice, in the name of the City, of the redemption of such Bonds, which notice shall specify the Bonds to be redeemed, whether the redemption is conditioned upon the deposit of funds sufficient to effect the redemption, the redemption date, and the place where amounts due upon such redemption will be payable. Such notice shall further state that on such date there shall become due and payable upon each Bond to be redeemed the Redemption Price thereof, or the Redemption Price of the specified portions of the principal thereof in the case of Bonds to be redeemed in part only, together with interest accrued to the redemption date, and that from and after such date interest thereon shall cease to accrue and be payable. Such notice shall be mailed by first class mail, postage prepaid, by the Trustee, not less than 30 days nor more than 60 days prior to the redemption date, to the Owners of any Bonds or portions of Bonds which are to be redeemed, at their last addresses, if any, appearing upon the registry books of the Bond Registrar; provided that if all Bonds are held in book-entry form such notice may be given in accordance with the representation letter of the Securities Depository, failure to give notice of redemption by mail, or any defect in such notice, to the Owner of any Bond of any Series shall not affect the validity of the proceedings for the redemption of any other Bonds. Reference is further expressly made to any means of giving a notice of redemption as may be agreed upon between the Issuer and the Securities Depository, which notice may be given in lieu of the mailed notice hereinabove specified. Notwithstanding the foregoing, a Supplemental Indenture authorizing a Series of Bonds may specify a different method for the giving of a notice of redemption, or a different time by which such notice shall be given.

In the case of an optional redemption under Section 401, the notice of redemption may state that it is conditioned upon receipt by the Trustee of sufficient monies to redeem the Bonds to pay any redemption premium in full and the satisfaction of any other condition specified in such notice ("Conditional Redemption"), and such notice and optional redemption shall be of no force or effect if by no later than the scheduled redemption date, either (i) sufficient monies to redeem the Bonds and to pay any redemption premium have not been deposited with the Trustee, or, if such moneys are deposited, are not available or (ii) any other condition specified in the redemption notice has not been satisfied. The "Trustee shall notify the Bondholders in the event any Conditional Redemption is ineffective.

Section 405. Payment of Redeemed Bonds. Notice having been given in the manner provided in Section 404 hereof or in the manner provided in the Supplemental Indenture authorizing a Series of Bonds, the Bonds or portions thereof so called for redemption shall become due and payable on the redemption date so designated at the Redemption

Price and, upon presentation and surrender thereof at the office specified in such notice, such Bonds, or portions thereof, shall be paid at the Redemption Price. If there shall be drawn for redemption less than all of a Bond, the City shall execute and the Trustee shall authenticate and deliver, upon the surrender of such Bond, without charge to the Owner thereof, for the unredeemed balance of the principal amount of the Bonds so surrendered. Bonds of like Series, maturity and interest rate in any of the Authorized Denominations. If, on the redemption date, moneys for the redemption of all the Bonds or portions thereof of any like Series and maturity, to be redeemed, together with interest to the redemption date, shall be held by the Trustee so as to be available therefor on said date and if notice of redemption shall have been given as aforesaid, then, from and after the

redemption date interest on the Bonds or portions thereof of such Series and maturity so called for redemption shall cease to accrue and become payable. If said moneys shall not be so available on the redemption date, such Bonds or portions thereof shall continue to bear interest until paid at the same rate as they would have borne had they not been called for redemption.

Section 406. Selection of Bonds to be Redeemed by Lot. In the event of the redemption of less than all the Outstanding Bonds of like Series and maturity, the trustee shall assign to each such Outstanding Bond a distinctive number for each \$1,000 of the principal amount of such Bond and shall select by lot, using such method of selection as it shall deem proper in its discretion, from the numbers assigned to such Bonds as many numbers as, at \$1,000 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, but only so much of the principal amount of each such Bond of a denomination of more than \$1,000 shall be redeemed as shall equal \$1,000 for each number assigned to it and so selected. For the purpose of this Section, Bonds which have heretofore been selected by lot for redemption shall not be deemed to be Outstanding Bonds.

Section 407. Redemption Other Than at City's Election. Whenever the Trustee is required to redeem Bonds otherwise than at the election or direction of the City, and subject to and in accordance with the terms of this Article, the Trustee shall select the redemption date of the Bonds to be redeemed, unless otherwise specified in the Indenture, and give notice of redemption in the manner prescribed in Section 404.

Section 408. Adjustment of Sinking Fund Installments. In the event of the mandatory redemption of Series 2002 Bonds or Refunding Bonds by operation of the Prepayment Account of the Debt Service Fund pursuant to Section 403(b), the principal amount so redeemed shall be credited pro-rata against the unsatisfied balance of future Sinking Fund Installments and final maturity amounts of the Series 2002 Bonds or Refunding Bonds.

In the event of the optional redemption by the City of less than all the Bonds of like Series and maturity with respect to which Sinking Fund Installments have been established, the principal amount so redeemed shall be credited against the unsatisfied balance of future Sinking Fund Installments or the final maturity amounts established with respect to such Bonds, in such amount and against such Sinking Fund Installments or final maturity, amount as shall be determined by the City in a Written Certificate of the City filed with the Trustee prior to the mailing of the notice of redemption of such Bonds or, in the absence of such determination, shall be credited pro-rata against the applicable Sinking Fund Installments and final maturity amounts.

ARTICLE V

ESTABLISHMENT OF FUNDS AND APPLICATION THEREOF Section 501. The

Pledge Effectuated by This Indenture.

(a) The Bonds shall be limited obligations of the City payable solely from and secured as to the payment of the principal or Redemption Price thereof, and interest thereon, in accordance with their terms and the provisions of this Indenture solely by the Trust Estate; and.

pursuant to Section 13 of the Local Government Debt Reform Act, the Trust Estate hereby is pledged to, and a security interest in the Trust Estate is hereby granted to, the Trustee for the benefit of the Owners of the Bonds, subject only to the provisions of this Indenture permitting the application thereof for the purposes and on the terms and conditions set forth in this Indenture.

(b) The Bonds shall be payable, as to principal or Redemption Price thereof, and interest thereon, solely from the Assessment and other funds of the City held under the Indenture as provided in this Indenture; and neither the State nor any political subdivision thereof (other than the City) shall be obligated to pay the principal or Redemption Price thereof or interest thereon, and neither the faith and credit nor the taxing power of the State or any political subdivision thereof (including the City) is pledged to the payment of the principal or Redemption Price of, or interest on, the Bonds. The Bonds do not constitute a debt of the City within any constitutional or statutory limit. No Bondowner or receiver or trustee in connection with the payment of the Bonds shall have any right to compel the State or any political subdivision thereof (including the City) to exercise its appropriation or taxing powers.

Section 502. Establishment of Funds.

a) The following Funds and Accounts are hereby established by the City with the Trustee to be held in trust pursuant to the Indenture:

- 1) Improvement Fund including a Costs of Issuance Account;
- 2) Assessment Fund;
- 3) Making and Levying Fund;
- 4) Debt Service Fund, consisting of a Debt Service Account, a Debt Service Reserve Account, and a Prepayment Account;
- 5) Assessee's Credit Fund, consisting of the Annual Interest Credit Account, and the Final Cost Credit Account;
- 6) General Reserve Fund;
- 7) Series 2002 Capitalized Interest Fund; and
- 8) Series 2002 Rebate Fund.

and, further, when as and if needed, a Rebate Fund for each Series of Refunding Bonds.

b) Any Fund or Account established pursuant to this Section 502 shall be maintained in an account at the trustee or, with respect to the Making and Levying Fund and Series 2002 Rebate Fund and at the option of the City,

at one or more Depositaries in the manner contemplated by Section 601 hereof. The City may, by Supplemental Indenture, establish one or more additional funds, accounts or subaccounts.

(c) There shall be deposited from the net proceeds of the Series 2002 Bonds the following amounts in the following Funds and Accounts:

Improvement Fund	\$42,193,541.30
Costs of Issuance Account	1,065,706.27
Making and Levying Fund	0.00
Debt Service Reserve Account	5,893,300.00
Series 2002 Capitalized Interest Fund	8,961,130.74

Section 503. Improvement Fund.

a) Amounts in the Improvement Fund shall be applied to pay the Costs of the Improvement in the manner provided in this Section.

b) The Trustee shall make payments from the Improvement Fund, except payments and withdrawals pursuant to subsection (d) of this Section 503, in the amounts, at the times, in the manner, and on the other terms and conditions set forth in this subsection (b) and in subsection (c).

(e) Before any payment is made from the Improvement Fund by the Trustee (except as otherwise provided in subsection (d) hereof), the City shall file with the Trustee a Written Request of the City substantially in the form of Exhibit A-1 hereto, stating in respect of each payment to be made (i) the name and address of the person, firm or corporation to whom payment is due (which may be the City if the City provided the Costs of the Improvement which is the basis of such payment), (ii) the amount to be paid, and (iii) the particular item or items of the Costs of the Improvement to be paid and that the cost or the obligation in the stated amount is a proper charge against the Improvement Fund which has not been previously paid. Each Written Request shall be in an amount equal to the portion of the Costs of the Improvement then incurred. If such request for payment relates to costs of acquisition other than acquisition of land, installation or construction of the Improvement then such Written Request shall be submitted with the signature of the City Engineer approving such payment. Each such Written Request shall be sufficient evidence to the Trustee: (1) that obligations in the stated amounts have been incurred by the City and that each item thereof is a proper charge against the Improvement Fund; and (2) that there has not been filed with or served upon the City notice of any lien, right to lien or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to any of the persons named in such Written Request which has not been released or will not be released simultaneously with the payment of such obligation other than materialmen's or mechanics' liens accruing by mere operation of law. The Trustee shall issue its check for each payment required by such requisition or shall by interbank transfer or other method arrange to make the payment required by such requisition and promptly provide the City with written evidence thereof

(d) Amounts credited to the Improvement Fund which the City, after approval of the Court, determines to be in excess of the Final Cost shall be transferred to the Final Cost Credit Account of the Assessee's Credit Fund.

e) The City shall maintain on file with the Trustee a schedule of dates on which the City estimates that money in the Improvement Fund will be expended and the amounts estimated to be required on those dates. The City may provide the Trustee with revisions to such schedule at any time to reflect changes in the estimated dates and amounts. Amounts in the Improvement Fund shall be invested and reinvested by the Trustee, in accordance with written instructions received from an Authorized Officer of the City, to the fullest extent practicable, in Investment Securities maturing in such amounts and at such times as may be necessary to make funds available when needed. The Trustee may, and to the extent required for payments from the Improvement Fund shall, sell any such Investment Securities 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 Improvement Fund.

f) All net income earned on any moneys or investments in the Improvement Fund shall be held in the Improvement Fund and applied first, at the written direction of the City, to pay amounts of arbitrage rebate, and, if so required, be transferred to the Series 2002 Rebate Fund, and otherwise to pay Costs of the Improvement.

g) The completion of the Improvement shall be evidenced by the Final Cost Certificate as approved by order of the Court, which shall be filed with the Trustee.

h) There is hereby created within the Improvement Fund established with the Trustee a separate account designated the "Costs of Issuance Account." Amounts deposited in the Costs of Issuance Account shall be used solely for the purpose of paying costs incurred in connection with the issuance of the Series 2002 Bonds and certain Costs of Making and Levying estimated to be owed prior to the collection of any Assessment. Disbursements from the Costs of Issuance Account shall be made by the Trustee upon receipt of a Written Request of the City substantially in the form of Exhibit A-2 which shall (i) set forth the amount required to be disbursed, the purpose for which the disbursement is to be made, that the disbursement is a proper expenditure from the Costs of Issuance Account, and payment instructions to the Trustee for the amount to be reimbursed; and (ii) certify that no portion of the amount then being requested to be disbursed was set forth in any previous request for disbursement.

Section 504. Series 2002 Capitalized Interest Fund. The Series 2002 Capitalized Interest Fund is established to provide for the payment of the interest on the Series 2002 Bonds due on the following dates in the following amounts:

Interest Payment Date Amount

June 1, 2003	\$1,500,599.53
December 1, 2003	1,971,590.63
June 1, 2004	1,971,590.63
December 1, 2004	1,971,590.63
June 1, 2005	1,883,964.38

Amounts held in the Series 2002 Capitalized Interest Fund shall be withdrawn from said Fund each applicable Interest Payment Date and applied to pay the required amount of interest

specified in this Section. Any moneys remaining in the Series 2002 Capitalized Interest Fund on June 1, 2005, shall be

transferred to the Debt Service Account.

Section 505. Assessment Receipts. Commencing with the Issue Date, as soon as practicable after the receipt by it or the Lockbox Bank of any Assessment Receipts, whether an Installment or a Prepayment with respect to a Lot or any other payment on account of the Assessment, the City shall transmit or cause to be transmitted the Assessment Receipts to the Trustee for deposit into the Assessment Fund with respect to an Installment and for deposit to the Prepayment Account with respect to a Prepayment as provided in Section 513(c) hereof. Pursuant to the Servicing Agreement, the Servicing Agent will direct all Assesseees to pay any Installments or Prepayments directly to the Lockbox Bank. Any proceeds received by the City or the Trustee from any tax sale or foreclosure of a Lot shall be deposited by the Trustee in the Assessment Fund.

Section 506. Disposition of Moneys in the Assessment Fund.

a) On May 15 of each year, the Trustee shall transfer all amounts on deposit in the Assessment Fund to the Funds and Accounts as follows:

1) To the Making and Levying Fund 5.0% of the amount of each Installment so collected since the immediately preceding November 15 and then on deposit in the Assessment Fund inclusive of the amount of interest collected on the costs of making and levying portion of the Installment then remaining within the Assessment Fund.

2) To the Debt Service Account of the Debt Service Fund, the amount required to be deposited therein so that the aggregate amount held in the Debt Service Account will be equal to the interest (exclusive of Capitalized Interest) due on all Bonds Outstanding on the June 1 Interest Payment Date.

b) On November 15 of each year, the Trustee shall transfer all amounts on deposit in the Assessment Fund to the Funds and Accounts as follows:

(T) To the Making and Levying Fund, 5.0% of the amount of each Installment so collected since May 15 and then on deposit in the Assessment Fund inclusive of the amount of interest collected on the costs of making and levying portion of the Installment then remaining within the Assessment Fund.

2) To the Debt Service Account of the Debt Service Fund, the amount required to be deposited therein so that the aggregate amount held in the Debt Service Account will equal the interest and Principal Installment (exclusive of Capitalized Interest) due on all Outstanding Bonds on the December 1 Interest Payment Date.

3) To the Debt Service Reserve Account of the Debt Service Fund, a sum sufficient such that the amount to the credit of such account will be equal to the Debt Service Reserve Requirement.

4) To the General Reserve Fund, all amounts remaining.

2S

Section 507. Making and Levying Fund; Deposits; Payment of Costs of Making and Levying.

a) The Costs of Making and Levying shall be paid by the Trustee from time to time as they become

due and payable from moneys in the Making and Levying Fund.

b) The Trustee shall disburse moneys for Costs of Making and Levying upon a Written Certificate of the City stating (i) the name and address of the person, firm or corporation to whom payment is due (which may be the City for costs advanced), (ii) the amount to be paid, and (iii) the nature of the payment and that the cost is a proper Cost of Making and Levying.

c) At the written direction of the City, and after satisfying any rebate obligations owed or to be owed to the federal government, the Trustee shall transfer amounts on deposit in the Making and Levying Fund in excess of \$300,000 not otherwise required to pay Costs of Making and Levying to the Annual Interest Credit Account of the Assessee's Credit Fund but only after approval by the Board and modifications to the Roll and Certificate of Final Cost and Completion as amended from time to time and as provided by law.

Section 508. Debt Service Fund - Debt Service Account.

a) The Trustee shall pay out of the Debt Service Account (1) on or before each Interest Payment Date, the amount required for the interest payable on such date exclusive of Capitalized Interest paid from the Series 2002 Capitalized Interest Fund; (2) on or before each Principal Installment due date, the amount required for the Principal Installment payable on such due date; and (3) on or before any redemption date for the Bonds, the amount required for the payment of interest on the Bonds then to be redeemed.

b) Amounts accumulated in the Debt Service Account with respect to any Sinking Fund Installment (together with amounts accumulated therein with respect to interest on the Bonds for which such Sinking Fund Installment was established) may and, if so directed by the City in writing, shall be applied by the Trustee, on or prior to the 60th day preceding the due date of such Sinking Fund Installment, to (1) the purchase of Bonds for which such Sinking Fund Installment was established, or (2) the redemption at the applicable sinking fund Redemption Price of such Bonds, if then redeemable by their terms. All purchases of any Bonds pursuant to this subsection (b) shall be made at prices not exceeding the applicable sinking fund Redemption Price of such Bonds, and such purchases shall be made by the Trustee as directed by the City. The applicable sinking fund Redemption Price (or principal amount of maturing Bonds) of any Bonds so purchased or redeemed shall be deemed to constitute part of the Debt Service Account until such Sinking Fund Installment date, for the purpose of calculating the amount on deposit in such account. As soon as practicable after the 45th day preceding the due date of any such Sinking Fund Installment, but in all events consistent with the requirements of Section 404 hereof, the Trustee shall proceed to call for redemption, on such due date Bonds for which such Sinking fund Installment was established (except in the case of Bonds maturing on a Sinking Fund Installment date) in such amount as shall be necessary to complete the retirement of the unsatisfied balance of such Sinking fund Installment after making allowance for any Bonds purchased or redeemed which the City has directed the Trustee to apply as a credit against such

2q

Sinking Fund Installment. Such notice of redemption shall be given as provided in Section 404 hereof. The Trustee shall pay out of the Debt Service Account on or before such redemption date or any maturity date, the amount required for the redemption of the Bonds so called for redemption or the payment of Bonds at their maturity. All expenses in connection with the purchase or redemption of Bonds shall be paid from the Making and Levying Fund. Any purchase of Bonds pursuant to this subsection (b) may be made with or without tenders of Bonds and at either public or private sale, in such manner as the City may determine.

(c) In the event of the refunding or defeasance of any Bonds, the Trustee shall, upon the direction of the City, withdraw from the Debt Service Account in the Debt Service Fund all or any portion of the amounts accumulated therein and deposit such amounts with itself as Trustee to be held for the payment of the principal or Redemption Price, if applicable, and interest on the Bonds being refunded; provided that such withdrawal shall not be made unless (i) immediately thereafter the Bonds being refunded shall be deemed to have been paid pursuant to Section 1201(b) hereof, and (ii) the amount remaining in the Debt Service Account "in the Debt Service Fund, after giving effect to the issuance of any obligations being issued to refund such Bonds and the disposition of the proceeds thereof, shall not be less than the requirement for such Account as set forth in the applicable supplemental indenture authorizing the issuance of the refunding bonds. In the event of such refunding or defeasance, the City may also direct the Trustee to withdraw from the Debt Service Account in the Debt Service Fund all or any portion of the amounts accumulated therein and deposit such amounts in any fund or account under this Indenture; provided that such withdrawal shall not be made unless items (i) and (ii) referred to hereinabove have been satisfied; and provided further, that, at the time of such withdrawal, there shall exist no deficiency in any Fund or account held under this Indenture.

Section 509. Debt Service Fund - Debt Service Reserve Account.

a) If on any date on which the principal or sinking fund Redemption Price of or interest on the Bonds shall be due, the amount on deposit in the Debt Service Account in the Debt Service Fund shall be less than the amount required to pay such principal. Redemption Price or interest, then the Trustee, after first applying amounts from the General Reserve Fund pursuant to Section 511(a) of this Indenture, shall apply amounts from the Debt Service Reserve Account to the extent necessary to cure the deficiency.

b) Whenever Bonds are to be redeemed from Prepayments pursuant to operation of the Prepayment Account of the Debt Service Fund, the Trustee shall calculate the maximum principal amount of Bonds that can be redeemed taking into account (i) the reduction in the Debt Service Reserve Requirement that will result upon such redemption and (ii) assuming that any moneys in the Debt Service Reserve Account, exclusive of interest earnings, in excess of the Debt Service Reserve Requirement will be available, as of the redemption date, for the payment of the Redemption Price of the Bonds to be redeemed. In the event such calculation indicates that there will be an excess attributable solely to the Prepayment, such excess shall be transferred to the Prepayment Account in anticipation of the mandatory redemption of Bonds and applied to the redemption of Bonds in the same manner as the Prepayment.

c) Except as provided in subsection (b) above and Section 514(a). if the amount on deposit in the Debt Service Reserve Account shall exceed the Debt Service Reserve Requirement, such excess shall be transferred to the General Reserve Fund.

d) Whenever the amount in a Debt Service Reserve Account, together with the amount in the Debt Service Account and the General Reserve Fund (less any amount required to be paid to a Rebate Fund), is sufficient to pay in full all Outstanding Bonds in accordance with their terms (including the maximum amount of principal or applicable sinking fund Redemption Price and interest which could become payable thereon), the funds on deposit in the Debt Service Reserve Account and the General Reserve Fund shall be transferred to the Debt Service Account. Prior to said transfer, all investments held in the Debt Service Reserve Account and the General Reserve Fund shall be liquidated to the extent necessary in order to provide for the timely payment of principal and interest (or Redemption Price) on Bonds. Any provision of this Indenture to the contrary notwithstanding, so long as there shall be held in the Debt Service

Fund an amount sufficient to pay in full all Outstanding Bonds in accordance with their terms (including the maximum amount of principal or applicable sinking fund Redemption Price and interest which could become payable thereon), no deposits shall be required to be made into the Debt Service Reserve Account.

e) Notwithstanding any other provision of this Indenture, any income earned or moneys or investments in the Debt Service Reserve Account may be applied at the written directions of the City, to pay amounts of arbitrage rebate, and if so required, be transferred to the Series 2002 Rebate Fund or other rebate fund established pursuant to a Supplemental Indenture with respect to a Series of Refunding Bonds.

Section 510. Debt Service Fund-Prepayment Account. Amounts to the credit of the Prepayment Account shall be applied by the Trustee to the redemption of Bonds on the next available Interest Payment Date. To the fullest extent possible, all of the amounts in the Prepayment Account shall be applied to the payment of the Redemption Price of Bonds on each such Interest Payment Date, taking into account amounts available from the Debt Service Account to pay interest and amounts transferable from the Debt Service Reserve Account. The amount necessary from the Prepayment Account shall be transferred to the Debt Service Account on the applicable date of redemption and applied to pay the Redemption Price.

Section 511. General Reserve Fund.

a) If five days prior to any Interest Payment Date, the sum of the amount held in the Debt Service Account and the amount held in the Series 2002 Capitalized Interest Fund and available for disbursement on such Interest Payment Date, shall be less than the amount required to pay the interest and Principal Installments on Bonds to become due on such Interest Payment Date, then the Trustee shall withdraw from the General Reserve Fund and deposit into the Debt Service Account the amount necessary to cure such deficiency.

b) If at any time the amount held in the Debt Service Reserve Account shall be less than the Debt Service Reserve Requirement, then the Trustee shall withdraw from the General Reserve Fund and deposit into the Debt Service Reserve Account, the amount necessary to cure such deficiency.

31

c) At the direction of the City expressed in a Written Certificate of the City, the Trustee shall withdraw from the General Reserve Fund and pay to the 2002 Rebate Fund (and any other Rebate Fund established with respect to a Series of Refunding Bonds) the estimated amount needed to provide for the payment of any amounts to become due to the United States of America pursuant to Section 148(f) of the Internal Revenue Code of 1986 with respect to the Bonds in the current or the next ensuing Bond Year; and

d) After provision has been made for any payments or transfers then required by subsections (a), (b) and (c) of this Section and, provided, amounts on deposit in the General Reserve Fund exceed the General Reserve Fund Requirement, then, upon approval by the City and the Board, and upon modification to the Roll and Certificate of Final Cost and Completion, as amended from time to time as provided by law, the amount in excess of the General Reserve Fund Requirement shall be transferred at the option and direction of the City either to (i) the Assessee's Credit Fund or (ii) the Prepayment Account if the Bonds may be called for optional redemption pursuant to Section 401 of this Indenture. Alternatively, the City may use such excess amounts to purchase Bonds pursuant to Section 512 of this Indenture.

Section 512. Purchase of Bonds. The City may purchase Bonds from any available funds at public or

private sale, as and when and at such prices as the City may in its discretion determine, but at a price not exceeding the principal amount thereof plus accrued interest thereon, or in the case of Bonds which by their terms are subject to redemption prior to maturity, at the then current or first applicable Redemption Price, as the case may be. All Bonds so purchased shall at such times as shall be selected by the City be delivered to and cancelled by the Trustee and shall thereafter be delivered to, or upon the order of, the City, and no Bonds shall be issued in place thereof.

Section 513. Prepayments.

a) Under the Special Assessment Law, the Assessments are subject to Prepayment at any time. The Servicing Agent shall calculate the proper amount of Prepayment for any Lot, and the Trustee shall deposit such Prepayment amount in accordance with this Indenture, and give receipt for same. The Prepayment calculation shall be as set forth in clause (b) of this Section.

b) The amount of the then current unpaid Assessment (or portion thereof) with respect to such Lot shall be determined (being the sum of the unpaid amounts in the Roll Component "Total Assessment" for such Lot as shown on the Roll taking into account any interest and charges related to delinquencies in payment and also such interest, accruing at the rate of 6.75% per annum, as may be payable since the last payment made with respect to such Lot's Assessment). This amount shall be reduced by an amount calculated as follows: a ratio shall be determined which shall be the unpaid amounts in the Roll Component "Total Assessment" for such Lot divided by the total of all Assessments then remaining unpaid (including the amount represented by the Prepayment and delinquent Assessments, but only so much thereof as represents the delinquent amount from the Roll Component "Total Assessment"): such quotient shall be multiplied by the amount, to be provided by the Trustee, as the amount (net of any interest earnings accrued) on deposit to the credit of the Debt Service Reserve Account.

c) After determination of the proper amount for Prepayment, as specified above, the Servicing Agent shall provide such calculation and information to the Trustee, the Assessee and the City. There shall be a live business day interim after receipt of such information from the Servicing Agent for inquiry or correction by the City; and, thereupon, the Trustee shall be authorized to accept Prepayment with respect to such Lot and give receipt for same. The amount so received shall immediately be deposited by the Trustee in the Prepayment Account. At such time, the Servicing Agent shall write the word "Paid" on the Roll opposite the Lot on which the Assessment (or portion thereof) is prepaid, together with the name and post office address of the person making the Prepayment and the date of same, or otherwise note that the Assessment (or portion thereof) has been prepaid. In addition, pursuant to Section 9-2-65 of the Special Assessment Law, when the amount of any Prepayment has been made in full, the City, by its Authorized Officers, and with the cooperation of the Trustee, shall execute and record, in the Recorder's Office of Cook County, a release of the Special Assessment Lien substantially in the form attached hereto as Exhibit B with respect to such Lot for which such Prepayment has been made and shall deliver a copy of such release to the owner of such Lot.

d) To the fullest extent as by law permitted, this contractual provision relating to releases shall extend to the Assesseees, as third-party beneficiaries, and shall survive defeasance of this Indenture, with respect to such beneficiaries; the consideration for such releases having been bargained for in good faith negotiations between the then current Assesseees, or their designees, and the City.

Section 514. Assesseees' Credit Fund.

a) After satisfying any arbitrage rebate obligations owed or to be owed with respect to the Bonds, the Annual Interest Credit Account of the Assesseees' Credit Fund shall receive all interest income from the Debt Service Reserve Account at any time that the amount on deposit in the Debt Service Reserve Account is greater than the Debt

Service Reserve Requirement. The Annual Interest Credit Account shall also receive amounts transferred from the Making and Levying Fund pursuant to Section 507 hereof. Amounts on deposit in the Annual Interest Credit Account shall be applied as a pro rata credit against the next Installments for which Installment Bills are to be sent by the Servicing Agent. The frustee shall advise the City and the Servicing Agent of the credit by January 2nd of each year. No credit shall be given to any person who will make no payment as part of such Installment due to Prepayment.

b) The Final Cost Credit Account of the Assessee's Credit Fund shall receive remaining amounts, if any, in the Improvement Fund available after determination of the Final Cost by the Court and be applied to the credit of each one of the Assessments pro rata according to the amounts originally assessed (not including the accrual of interest thereon). A credit shall be given to any person owing Assessments as of the next Installment, and as to any person who shall not receive full credit on the next Installment due to Prepayment, a cash payment of the amount of such credit shall be made on the due date of the next Installment.

c) All payments from any account of the Assessee's Credit Fund shall be made by the frustee upon the Written Certificate of the City or the Servicing Agent, upon which the frustee may rely without further investigation.

Section 515. Series 2002 Rebate Fund. In the event that the City shall invest moneys in any Fund or Account in any investments that generate income that must be rebated or paid to the United States of America pursuant to Section 148(1) of the Internal Revenue Code of 1986, such income shall be deposited in the Series 2002 Rebate Fund. Moneys in the Series 2002 Rebate Fund, at the direction of the City expressed in a Written Certificate filed with the Trustee, shall be applied to pay such sums as are required to be paid to the United States of America pursuant to Section 148(1) of the Internal Revenue Code of 1986.

ARTICLE VI

DEPOSITARIES AND INVESTMENT OF FUNDS

Section 601. Depositaries.

a) All moneys held by the Trustee under the provisions of this Indenture shall constitute trust funds and the Trustee may deposit such moneys with one or more Depositaries in trust for the Trustee. All moneys deposited under the provisions of this Indenture shall be applied only in accordance with the provisions of this Indenture.

b) Each Depositary shall be a bank or trust company organized under the laws of any state of the United States or a national banking association having capital stock, surplus and undivided earnings aggregating at least \$20,000,000 and willing and able to accept the office on reasonable and customary terms and authorized by law to act in accordance with the provisions of this Indenture.

c) There may be established within any fund or account established hereunder such further accounts or subaccounts as an Authorized Officer of the City may determine.

d) Moneys and securities credited to any fund or account held by the City may be commingled with moneys and securities credited to other funds or accounts held by the City for purposes of establishing checking or other bank accounts, for purposes of investing funds or otherwise; provided, however, the City shall at all times maintain or cause to be maintained accurate books and records reflecting the amounts credited to each fund and account held by the City. All withdrawals from any commingled moneys shall be charged against the proper fund or account and no moneys

shall be withdrawn from commingled moneys if there is not on credit to the fund or account to be charged sufficient funds to cover such withdrawal.

Section 602. Deposits.

a) All moneys held by any Depositary under this Indenture may be placed on demand, savings or time deposit, if and as directed by an Authorized Officer of the City, provided that such deposits shall permit the moneys so held to be available for use at the time when needed. All such moneys deposited with a Depositary may be made in the commercial banking department of such Depositary which may honor checks and drafts on such deposit.

b) All moneys held under this Indenture by the trustee or any Depositary shall not at any time exceed 10% of the combined capital, surplus and undivided earnings of the

Trustee or such Depositary, as the case may be, unless such moneys are either (1) fully insured by the Federal Deposit Insurance Corporation, or (2) secured, to the extent not insured by the Federal Deposit Insurance Corporation, by lodging with the Trustee, as custodian, as collateral security, such securities as are described in the definition of "Investment Securities" in Section 101 hereof having a market value (exclusive of accrued interest) not less than the amount of such moneys (or portion thereof not insured by the Federal Deposit Insurance Corporation), and secured in such other manner as may then be required by applicable Federal or State laws and regulations and applicable state laws and regulations of the state in which the Trustee or such Depositary (as the case may be) is located, regarding security for the deposit of trust funds.

(c) All moneys deposited with the Trustee and each Depositary shall be credited to the particular fund or account to which such moneys belong; provided, however, nothing herein contained shall prohibit the City from directing the Trustee by a Written Request of the City to make inter-fund or account transfers of investments at the market value of the investments so transferred, as such market value shall be determined by the City at the time of transfer and set forth in the Written Request. The Trustee shall be entitled to rely on the determination set forth in the Written Request.

Section 603. Investment of Certain Funds. Unless further limited as to maturity by the provisions of a Supplemental Indenture, moneys held in the funds and accounts established under this Indenture may be invested and reinvested in Investment Securities which mature not later than such times as shall be necessary to provide moneys when needed for payments to be made from such funds and accounts. The Trustee shall make all such investments of moneys held by it in accordance with verbal instructions of the City to be confirmed by a Written Request from the City filed with the Trustee. In making any investment in any Investment Securities with moneys in any fund or account established under this Indenture, the City may instruct the Trustee to combine such moneys with moneys in any other fund or account, but solely for purposes of making such investment in such Investment Securities.

The Trustee may make any and all such investments through its own investment department, or through any of its affiliates or subsidiaries. The Trustee, when authorized by the City, may trade with itself in the purchase and sale of securities for such investment. The Trustee shall not be responsible or liable for the performance of any such investments or any adverse tax consequences resulting therefrom, or for keeping the moneys held by it hereunder fully invested at all times other than in accordance with the instructions of the City. In the event that the Trustee does not receive directions from the City to invest funds held hereunder, the Trustee shall (i) notify the City that it has not received investment instructions and (ii) invest such funds in a fund meeting the requirements of clause (iii) of the definition of Investment Securities pending the receipt of investment instructions from the City. Although the City recognizes that it may obtain a broker confirmation or written statement containing comparable information at no additional cost, the City hereby agrees that confirmations of investment securities are not required to be issued by the Trustee for each month in

which a monthly statement is rendered. No statement need be rendered for any fund or account if no activity occurred in such fund or account during such month.

Section 604. Valuation and Sale of Investments.

a) Obligations purchased as an investment of moneys in any fund or account created under the provisions of this Indenture shall be deemed at all times to be a part of such fund or account and any profit realized from the liquidation of such investment shall be initially credited to such fund or account and any loss resulting from the liquidation of such investments shall be charged to such fund or account.

b) In computing the amount in any fund or account created under the provisions of this Indenture for any purpose provided in this Indenture, obligations purchased as an investment of moneys therein shall be valued at the cost of such obligations or the market value thereof, whichever is lower, except that any obligation maturing in less than five years after the date of valuation shall be valued at the amortized cost thereof. The accrued interest paid in connection with the purchase of any obligation shall be included in the value thereof until interest on such obligation is paid. Such computation shall be made as of November 1 of each year and at such other times as the City or the Trustee shall determine.

c) Except as otherwise provided in this Indenture, the Trustee shall sell at the best price obtainable, or present for redemption, any obligation so purchased as an investment only, in accordance with instructions received from an Authorized Officer of the City so to do. Whenever it shall be necessary in order to provide moneys to meet any payment or transfer from any fund or account held by the Trustee hereunder, the Trustee shall sell at the best price obtainable or present for redemption such obligation or obligations designated by an Authorized Officer necessary to provide sufficient moneys for such payment or transfer; provided, however, that if the City fails to provide such designation promptly after request thereof by the Trustee, the Trustee may in its discretion select the obligation or obligations to be sold or presented for redemption. The Trustee shall not be liable or responsible for any loss resulting from the making of any such investment or the sale of any obligation in the manner provided above.

ARTICLE VII SPECIAL COVENANTS AND REPRESENTATIONS

Section 701. Payment of Bonds. The City shall duly and punctually pay or cause to be paid, but solely from the Trust Estate, and not otherwise, the principal or Redemption Price of every Bond and the interest thereon, at the date, and places and in the manner mentioned in the Bonds, according to the true intent and meaning thereof.

Section 702. Extension of Payment of Bonds. The City shall not directly or indirectly extend or assent to the extension of the mandatory redemption or maturity of any of the Bonds or interest and, in case the maturity of any of the Bonds or the time for payment of any such claims for interest shall be extended, such Bonds or claims for interest shall not be entitled, in case of any default under this Indenture, to the benefit of this Indenture or to any payment out of the Assessment or funds established by this Indenture, including the investments, if any, thereof, pledged under this Indenture, except subject to the prior payment of the principal of all Bonds Outstanding the maturity of which has not been extended and of such portion of the accrued interest on the Bonds as shall not be represented by such extended claims for interest.

Nothing herein shall be deemed to limit the right of the City to issue Refunding Bonds and such issuance shall not be deemed to constitute an extension of maturity of Bonds.

Section 703. Offices for Servicing Bonds. The City hereby appoints the Trustee as the bond registrar to maintain an agency for the registration, transfer or exchange of Bonds, and for the service upon the City of such notices, demands and other documents, and the Trustee shall continuously maintain or make arrangements to provide such services.

Section 704. Further Assurances. At any and all times the City shall, as far as it may be authorized by law, comply with any reasonable request of the Trustee to pass, make, do, execute, acknowledge and deliver, all and every such further Supplemental Indentures, ordinances, resolutions, acts, deeds, conveyances, assignments, transfers and assurances as may be necessary or desirable for the better assuring, conveying, granting, pledging, assigning and confirming all and singular the rights. Assessments and other moneys, securities and funds hereby pledged or assigned, or intended so to be, or which the City may become bound to pledge or assign. -

Section 705. Power to Issue Bonds and Pledge Assessment and Other Funds. The City is duly authorized under the Act and all applicable laws to create and issue the Bonds and to adopt this Indenture and to pledge the Trust Estate in the manner and to the extent provided in this Indenture. Except to the extent otherwise provided in this Indenture, the Trust Estate is and will be free and clear of any pledge, lien, charge or encumbrance thereon or with respect thereto prior to, or of equal rank with, the respective pledges and assignments created by this Indenture and all corporate or other action on the part of the City to that end has been and will be duly and validly taken. The City shall at all times, to the extent permitted by law, defend, preserve and protect the pledge of the Trust Estate and all the rights of the Bondowners under this Indenture against all claims and demands of all persons whomsoever.

Section 706. Power to Make Improvement and Assessment. The City has good right and lawful power to construct or cause to be constructed the Improvement and to make the Assessment.

Section 707. Creation of Liens. The City shall not issue any bonds, notes, debentures, or other evidences of indebtedness of similar nature, other than the Bonds, payable out of or secured by a pledge or assignment of the Trust Estate, other moneys, securities or funds held or set aside by the City or by the Trustee under this Indenture and shall not create or cause to be created any lien or charge on the Trust Estate, or such moneys, securities or funds: provided, however, that nothing contained in this Indenture shall prevent the City from issuing, if and to the extent permitted by law evidences of indebtedness (i) payable out of moneys in the Improvement Fund as part of the Costs of the Improvement, or (ii) payable out of, or secured by a pledge or assignment of, the Assessment to be received on and after such date as the pledge of the Assessment provided in this Indenture shall be discharged and satisfied as provided in Section 1201 hereof.

Section 708. Pursue Final Cost Order; Division Petitions. The City shall cause the Board of Local Improvements to determine the Final Cost. Give the Final Cost Certificate with the Clerk of Court, and diligently pursue the order of the Court approving the Final Cost Certificate.

Prior to approving the first division petition relating to a Lot, the City shall cause the Board of Local Improvements to execute and deliver to the Trustee a certificate to the effect that prior to approving any division petition relating to a Lot, the Board of Local Improvements shall make a finding that the petition provides a rational and reasonable manner of reapportioning the amount assessed against such Lot among the various parcels into which such Lot is being divided.

Section 709. Special Assessment Liens. The City shall bill and collect or shall cause the Servicing Agent to bill and collect the Assessments in accordance with law. The City shall diligently enforce the Special Assessment Liens, including without limitation, by providing to the County the information required by the County to commence and maintain a tax sale of the lot or parcel on which the delinquent Assessment lies. Subject to the limitations set forth in Section 903(c) hereof, in the event the tax lien is forfeited at any such tax sale at the written request of the Trustee the City shall seek to enforce or cause to be enforced the delinquent Assessments by the commencement and maintenance of an action to foreclose the lien of such delinquent Assessments in the manner provided by law. The costs of any such foreclosure action shall be paid from the Making and Levying Fund, or in the event there are insufficient amounts on deposit in the Making and Levying Fund, from proceeds realized upon the disposition of the property, if any.

Section 710. Accounts and Reports.

a) The City shall keep or cause to be kept proper books of record and account (separate from all other records and accounts) in which, complete and correct entries shall be made of its transactions relating to the Assessment and each fund and account established under this Indenture, and which, shall, upon reasonable advance notice and during regular business hours, be subject to the inspection of the Trustee or the Owners of an aggregate of not less than 10% in principal amount of the Bonds then Outstanding or their representatives duly authorized in writing.

b) The City shall annually, within 210 days after the close of each Fiscal Year, file with the Trustee, a copy of the City annual report for such Fiscal Year.

c) The City shall file with the Trustee (1) forthwith upon becoming aware of any Event of Default, a Written Certificate of the City specifying such Event of Default and (2) within 210 days after the end of each Fiscal Year, a Written Certificate of the City which may be in the form of Exhibit C hereto stating that, to the best of knowledge and belief of the Authorized Officer executing such Written Certificate, the City has materially kept, observed, performed and fulfilled each and every one of its material covenants and obligations contained in this Indenture and there does not exist at the date of such certificate any material default by the City under this Indenture or, if any such material default or Event of Default shall so exist, specifying the same and the nature and status thereof

d) The City shall file with the Trustee any report, notice or communication given by the Developer pursuant to the Development Agreement.

e) The Trustee shall provide to the City and the Underwriter monthly statements itemizing all moneys received by it and all payments made by it under this Indenture during the preceding monthly period.

f) On or before May 1 and December 1 of each year, the City shall cause the Servicing Agent to submit to the Trustee a list of all delinquent Special Assessments.

g) On or before May 1 of each year, the City shall submit or cause to be submitted to the Trustee a report detailing the status of the sale of the delinquent Special Assessments.

h) On or before May 1 of each year, the City shall cause the Servicing Agent to submit to the Trustee a report setting forth the number of Assesseees and the assessed value of all property subject to the Special Assessment.

(i) The reports, statements and other documents required to be furnished to or by the Trustee pursuant to any provisions of this Indenture or the Development Agreement shall be available to the Underwriter and each Beneficial Owner who shall file a written request therefor with the Trustee.

Section 711. Series 2002 Tax Covenants. The City will not take any action or omit to take any action which is lawful and within its power to take, and which, if taken or omitted, would cause interest on any Series 2002 Bond to become subject to federal income taxes in addition to federal income taxes to which interest on such Series 2002 Bond is subject on the date of original issuance thereof.

The City will not permit any of the proceeds of the Series 2002 Bonds, or any facilities financed with such proceeds, to be used in any manner that would cause any Series 2002 Bond to constitute a "private activity bond" within the meaning of Section 141 of the Internal Revenue Code of 1986.

The City will not permit any of the proceeds of the Series 2002 Bonds or other moneys to be invested in any manner that would cause any Series 2002 Bond to constitute an "arbitrage bond" within the meaning of Section 148 of the Internal Revenue Code of 1986 or a "hedge bond" within the meaning of Section 149(g) of the Internal Revenue Code of 1986.

The City will comply with the provisions of Section 148(f) of the Internal Revenue Code of 1986 relating to the rebate of certain investment earnings at periodic intervals to the United States of America.

Section 712. General.

(a) The City shall do and perform or cause to be done and performed all acts and things required to be done or performed by or on behalf of the City under the provisions of the Act and this Indenture.

39

(b) Upon the date of authentication and delivery of any of the Bonds, all conditions, acts and things required by law and this Indenture to exist, to have happened and to have been performed precedent to and in the issuance of such Bonds shall exist, have happened and have been performed and the issue of such Bonds, together with all other indebtedness of the City, shall comply in all respects with the applicable laws of the State.

ARTICLE VIII

EVENTS OF DEFAULT AND REMEDIES

Section 80.1. Events of Default. The Events of Default are as follows:

1) default shall be made in the due and punctual payment of the principal or Redemption Price of

any Bond when and as the same shall become due and payable, whether at maturity or by call or proceedings for redemption, or otherwise;

2) default shall be made in the due and punctual payment of any installment of interest on any Bond or the unsatisfied balance of any Sinking Fund Installment with respect to a Bond, when and as such interest installment or Sinking Fund Installment shall become due and payable;

3) material default shall be made by the City in the performance or observance of any other of the material covenants, agreements or conditions on its part in this Indenture or in the Bonds contained, and such material default shall have continued for a period of 30 days after written notice, specifying such default and requiring that it shall have been remedied and stating that such notice is a "Notice of Default" hereunder, is given to the City by the Trustee or to the City and to the Trustee by the Owners of not less than 25% in principal amount of the Bonds Outstanding; or

4) there shall be filed by the City a petition seeking an adjustment of indebtedness under any applicable law or statute of the United States of America or of the State.

Section 802. Accounting and Examination of Records after Default. The City covenants that if an Event of Default shall have happened and shall not have been remedied, the books of records and accounts of the City and all other records relating to the Assessment shall at all reasonable times be subject to the inspection and use of the Trustee and of its agents and attorneys.

Section 803. Application of Revenues and Other Moneys after Default.

(a) The City covenants that if an Event of Default shall happen and shall not have been remedied, the City, upon the demand of the Trustee, shall (1) to the extent practicable, cause all Assessment Receipts to be paid directly to the Trustee and (2) pay over or cause to be paid over to the Trustee as promptly as practicable after receipt thereof, all Assessment Receipts not paid directly to the Trustee pursuant to (1) above.

40

(h) During the continuance of an Event of Default, the Trustee shall apply available moneys, alter payment of all amounts due the Trustee under Section 905 of this Indenture, to the payment of the interest and principal or Redemption Price then due on the Bonds, as follows:

FIRST: Interest - To the payment to the persons entitled thereto of all installments of interest then due on the Bonds, in the order of the maturity of such installments, together with accrued and unpaid interest on the Bonds theretofore called for redemption, and, if the amount available shall not be sufficient to pay in full any installment or installments maturing on the same date, then to the payment thereof ratably, according to the amounts due thereon, to the persons entitled thereto, without any discrimination or preference.

SECOND: Principal or Redemption Price - To the payment to the persons entitled thereto of the unpaid principal or Redemption Price of any Bonds which shall have become due, whether at maturity or by call for redemption, in the order of their due dates, and, if the amount available shall not be sufficient to pay in full all the Bonds, due on any date, then to the payment thereof ratably, according to the

amounts of principal or Redemption Price due on such date, to the persons entitled thereto, without any discrimination or preference.

Section 804. Proceedings Brought by Trustee.

a) If an Event of Default shall happen and shall not have been remedied, then and in every such case, the Trustee, by its agents and attorneys, may proceed, and upon written request of the Owners of not less than 25% in principal amount of the Bonds Outstanding shall proceed, to protect and enforce its rights and the rights of the Owners of the Bonds under this Indenture forthwith by a suit or suits in equity or at law, whether for the specific performance of any covenant herein contained, or in aid of the execution of any power herein granted or any remedy granted under the Act, or for an accounting against the City as if the City were the trustee of an express trust, or in the enforcement of any other legal or equitable right as the trustee, being advised by counsel, shall deem most effectual to enforce any of its rights or to perform any of its duties under this Indenture.

b) All rights of action under this Indenture may be enforced by the Trustee without the possession of any of the Bonds or the production thereof on the trial or other proceedings, and any such suit or proceedings instituted by the Trustee shall be brought in its name.

c) The Owners of not less than a majority in aggregate principal amount of the Bonds at the time Outstanding, may direct the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, provided that the Trustee shall have the right to decline to follow any such direction if (i) the Trustee shall be advised by counsel that the action or proceeding so directed may not lawfully be taken, (ii) the Trustee in good faith shall determine that the action or proceeding so directed would involve the Trustee in personal liability, unless such Owners shall agree to indemnify the Trustee against such liability and shall post bond in respect of such

41

indemnity, or (iii) the Trustee in good faith shall determine that the action or proceeding so directed would be unjustly prejudicial to the Bondowners not parties to such direction.

d) Upon commencing a suit in equity or upon other commencement of judicial proceedings by the Trustee to enforce any right under this Indenture, the Trustee shall be entitled to exercise any and all rights and powers conferred in this Indenture and provided to be exercised by the Trustee upon the occurrence of any Event of Default.

- e) Regardless of the happening of an Event of Default, the Trustee shall have
- e) power to, but unless requested in writing by the Owners of a majority in principal amount of the
- e) Bonds then Outstanding, and furnished with reasonable security and indemnity, shall be under no
- e) obligation to, institute and maintain such suits and proceedings as it may be advised shall be
- e) necessary or expedient to prevent any impairment of the security under this Indenture by any acts
- e) which may be unlawful or in violation of this Indenture, and such suits and proceedings as the

- e) Trustee may be advised shall be necessary or expedient to preserve or protect its interests and the
- e) interests of the Bondowners.

Section 805. Restriction on Bondowners' Action.

a) No Owner of any Bond shall have any right to institute any suit, action or proceeding at law or in equity for the enforcement of any provision of this Indenture or the execution of any trust under this Indenture or for any remedy under this Indenture, unless such Owner shall have previously given to the Trustee written notice of the happening of an Event of Default, as provided in this Article, and the Owners of at least 25% in principal amount of the Bonds then Outstanding, shall have filed a written request with the Trustee, and shall have offered it reasonable opportunity either to exercise the powers granted in this Indenture or by the Act or by the other laws of the State or to institute such action, suit or proceeding in its own name, and unless such Owners shall have offered to the Trustee adequate security and indemnity against the costs, expenses and liabilities to be incurred therein or thereby, and the Trustee shall have refused to comply with such request for a period of 60 days after receipt by it of such notice, request and offer of indemnity, it being understood and intended that no one or more Owners of Bonds shall have any right in any manner whatever by its or their action to affect, disturb or prejudice the pledge created by this Indenture, or to enforce any right under this Indenture, except in the manner therein provided; and that all proceedings at law or in equity to enforce any provision of this Indenture shall be instituted, had and maintained in the manner provided in this Indenture and for the equal benefit of all Owners of the Outstanding Bonds, subject only to the provisions of Section 702 hereof.

b) Nothing in this Indenture or in the Bonds contained shall affect or impair the obligation of the City, to pay to the fullest extent possible, from the Trust Estate, at the respective dates of maturity and places therein expressed the principal of and interest or Redemption Price on the Bonds to the respective Owners thereof, or affect or impair the right of action, which is absolute and unconditional, of any Owner to enforce such payment of its Bond.

Section 806. Remedies Not Exclusive. No remedy by the terms of this Indenture conferred upon or reserved to the trustee or the Bondowners is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be

42

in addition to every other remedy given under this Indenture or existing at law, including under the Act, or in equity or by statute on or after the date of adoption of this Indenture.

Section 807. Effect of Waiver and Other Circumstances.

a) No delay or omission of the Trustee or any Bondowner to exercise any right or power arising upon the happening of an Event of Default shall impair any right or power or shall be construed to be a waiver of any such Event of Default or be an acquiescence therein; and every power and remedy given by this Article to the trustee or to the Bondowners may be exercised from time to time and as often as may be deemed expedient by the Trustee or by the Bondowners.

b) Prior to final maturity date of the Bonds, the Owners of not less than 66-2/3% in aggregate principal amount of the Bonds at the time Outstanding, or their attorneys-in-fact duly authorized, may on behalf of the Owners of all of the Bonds waive any past default under this Indenture and its consequences, except a default in the payment of interest on or principal of or premium (if any) on any of the Bonds. No such waiver shall extend to any

subsequent or other default or impair any right consequent thereon.

Section 808. Notice of Default. The Trustee shall promptly mail written notice of the occurrence of any Event of Default to each Owner of Bonds then Outstanding at its address, if any, appearing on the registry books of the City.

ARTICLE IX TRUSTEE

Section 901. Trustee; Appointment and Acceptance of Duties.. The Trustee hereby accepts the Trusts created by this Indenture upon the terms and conditions set forth in this Article IX. The Trustee shall act as the Depository for the City for the purpose of receiving all moneys which the City is required to pay to the trustee hereunder, and to hold, allocate, use and apply the same as provided in this Indenture.

Section 902. Trustee as Paying Agent. The Trustee is appointed as sole paying agent.

Section 903. Responsibilities of Trustee or a Designated Depository.

(a) The recitals herein and in the Bonds contained shall be taken as the statements of the City, and the Trustee assumes no responsibility for the correctness of the same. The Trustee makes no representation as to the validity or sufficiency of this Indenture or of any Bonds issued thereunder or as to the security afforded by this Indenture, and the Trustee shall incur no liability 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 obligation or duty to perform any act which would involve it in expense or liability or which it reasonably believes to be contrary to law or this Indenture or to institute or defend any suit in respect thereof, or to advance any of its own moneys, unless properly indemnified. Subject to the provisions of subsection (b) of this Section 903, the Trustee shall not be liable in

connection with the performance of its duties hereunder except for its own negligence, misconduct or default.

b) The Trustee, prior to the occurrence of an Event of Default and after the curing of all Events of Default which may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Indenture. In case an Event of Default has occurred (which has not been cured) the Trustee shall exercise such of the rights and powers vested in it by this Indenture, and 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 such person's own affairs. Any provision of this Indenture relating to action taken or to be taken by the Trustee or to evidence upon which the Trustee may rely shall be subject to the provisions of this Section 903.

c) The Trustee shall perform each of its obligations under the Servicing Agreement and shall, upon receipt of written notice from the Servicing Agent that a lien on a delinquent Assessment has been forfeited at the tax sale, request in writing that the City pursue an action to foreclose such lien provided the aggregate amount of delinquent Assessments shall be not less than \$25,000 prior to any requirement by the City to pursue an action to foreclose the lien of the Assessment.

Section 904. Evidence on Which Trustee May Act.

a) The Trustee, upon receipt of any notice, resolution, request, consent, order, certificate, report, opinion, bond, or other paper or document furnished to it pursuant to any provision of this Indenture

report, opinion, bond, or other paper or document furnished to it pursuant to any provision of this Indenture, shall examine such instrument to determine whether it conforms to the requirements of this Indenture and shall be protected in acting upon any such instrument believed by it to be genuine and to have been signed or presented by the proper party or parties. The Trustee may consult with counsel, who may or may not be of counsel to the City, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it under this Indenture in good faith and in accordance therewith.

b) Whenever the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action under this Indenture, such matter (unless other evidence in respect thereof be therein specifically prescribed) may be deemed to be conclusively proved and established by a Written Certificate of the City, and such Written 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 may seem reasonable to it.

c) Except as otherwise expressly provided in this Indenture, any request, order, notice or other direction required or permitted to be furnished pursuant to any provision thereof by the City to the Trustee shall be sufficiently executed in the name of the City by an Authorized Officer.

Section 905. Compensation. Upon its appointment, the Trustee shall file with the City a negotiated schedule of anticipated fees and charges for services to be performed

44

pursuant to this Indenture. The City shall pay to the Trustee from time to time pursuant to such schedule reasonable compensation for all services rendered under this Indenture, and also all reasonable expenses, charges, counsel fees and other disbursements, including those of its attorneys, agents, and other persons not regularly in its employ, incurred in and about the performance of its powers and duties under this Indenture, and the Trustee shall have a lien therefor on any and all funds at any time held by it under this Indenture.

Section 906. Certain Permitted Acts. The Trustee may become the owner of any Bonds, with the same rights it would have if it were not 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 Bondowners 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 principal amount of the Bonds then Outstanding.

Section 907. Resignation of Trustee. The Trustee may at any time resign and be discharged from the duties and obligations created by this Indenture by giving not less than 60 days' written notice to the City, and mailing notice thereof, specifying the date when such resignation shall take effect, by first class mail, to the registered Owners of all Bonds then Outstanding (and by publication once in an Authorized Newspaper if any Bonds then Outstanding are not in fully-registered form); and such resignation shall take effect upon the day specified in such notice unless previously a successor shall have been appointed by the City or the Bondowners as provided in Section 909 hereof, in which event such resignation shall take effect immediately on the appointment of such successor; provided, however, that such resignation of the Trustee shall in no event take effect until such successor shall have been appointed and accepted the duties of Trustee by the execution of a Supplemental Indenture with the City.

Section 908. Removal of Trustee. The Trustee may be removed at any time with or without cause by an instrument or concurrent instruments in writing, filed with the Trustee, and signed by the Owners of a majority in principal amount of the Bonds then Outstanding or their attorneys-in-fact duly authorized. So long as no Event of Default or an event which, with notice or passage of time, or both, would become an Event of Default, shall have occurred and be continuing, the Trustee may be removed at any time for any reasonable cause by resolution of the Corporate Authorities filed with the Trustee.

Section 909. Appointment of Successor Trustee.

(a) In case at any time the Trustee shall resign or shall be removed or shall become incapable of acting, or shall be adjudged a bankrupt or insolvent, or if a receiver, liquidator or conservator of the Trustee, or of its property, shall be appointed, or if any public officer shall take charge or control of the Trustee, or of its property or affairs, a successor may be appointed by the Owners of a majority in principal amount of the Bonds then Outstanding, by an instrument or concurrent instruments in writing signed and acknowledged by such Bondowners or by their attorneys-in-fact duly authorized and delivered to such successor Trustee, notification thereof being given to the City and the predecessor Trustee: provided, nevertheless, that unless and until a successor Trustee shall have been appointed by the Bondowners as aforesaid, the City

45

by a duly executed Written Certificate of the City shall forthwith appoint a Trustee to fill such vacancy until a successor Trustee shall be appointed by the Bondowners as authorized in this Section 909 hereof. Any successor Trustee appointed by the City shall, immediately and without further act, be superseded by a Trustee appointed by the Bondowners.

b) Notice of the resignation or removal of the Trustee and the appointment of a successor shall be mailed by first class mail to the registered Owners of all Bonds then Outstanding (and by publication once in an Authorized Newspaper if any Bonds then Outstanding are not in fully-registered form) within 30 days after adoption by the Board of the resolution providing for such appointment.

c) If in a proper case, no appointment of a successor Trustee shall be made pursuant to the foregoing provisions of this Section 909 within 60 days after the Trustee shall have given to the City written notice as provided in Section 907 hereof or after a vacancy in the office of the Trustee shall have occurred by reason of its inability to act, the Trustee or the Owner of any Bond may apply to any court of competent jurisdiction to appoint a successor Trustee. Said court may thereupon, after such notice, if any, as such court may deem proper, appoint a successor Trustee.

d) Any Trustee appointed under the provisions of this Section 909 in succession to the Trustee shall be a bank or trust company or national banking association, having capital stock, surplus and undivided earnings aggregating at least \$20,000,000, if there be such a bank or trust company or national banking association willing and able to accept the office on reasonable and customary terms and authorized by law to perform all the duties imposed upon it by this Indenture.

Section 910. Transfer of Rights and Property to Successor Trustee. Any successor Trustee appointed under this Indenture shall enter into a Supplemental Indenture with the City, 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 written request of the City, or of the successor Trustee, execute, acknowledge and deliver such instrument 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 reasonably required by such successor Trustee for more fully and certainly vesting in and confirming to such successor Trustee any such estates, rights, power 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 911. 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.

46

provided such company shall be a bank or trust company organized under the laws of any state of the United States or a national banking association and shall be authorized by law to perform all duties imposed upon it by this Indenture, shall be the successor to such Trustee without the execution or filing of any paper or the performance of any further act.

Section 912. 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 any case 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 the name of the successor Trustee, and in all such cases such certificate shall have the full force which it is anywhere in said Bonds or in this Indenture provided that the certificate of the Trustee shall have.

Section 913. Appointment of Co-Trustee.

a) It is the purpose of this Indenture that there shall be no violation of any law of any jurisdiction (including particularly the law of the State) denying or restricting the right of banking corporations or associations to transact business as Trustee in such jurisdiction. It is recognized that in case of litigation under this Indenture, and in particular in case of the enforcement thereof on default or in the case the Trustee deems that by reason of any present or future law of any jurisdiction it may not exercise any of the powers, rights or remedies herein granted to the Trustee or hold title to the properties, in trust, as herein granted, or take any action which may be desirable or necessary in connection therewith, it may be necessary that the Trustee appoint an additional individual or institution as a separate or co-trustee. The following provisions of this Section 913 are adapted to these ends.

b) In the event that the Trustee appoints an additional individual or institution as a separate or co-trustee, each and every remedy, power, right, claim, demand, cause of action, immunity, estate, title, interest and lien expressed or intended by this Indenture to be exercised by or vested in or conveyed to the Trustee with respect thereto shall be exercisable by and vest in such separate or co-trustee but only to the extent necessary to enable such separate or co-trustee to exercise such powers, rights and remedies, and every covenant and obligation necessary to the exercise thereof by such separate or co-trustee shall run to and be enforceable by either of them.

c) Should any instrument in writing from the City be required by the separate trustee or co-trustee so appointed by the Trustee for more fully and certainly vesting in and confirming to him or it such estates, properties, rights, powers, trusts, duties and obligations, any and all such instruments in writing shall, on request, be executed,

acknowledged and delivered by the City. In case any separate trustee or co-trustee, or a successor to either of them shall die, become incapable of acting, resign or be removed, all the estates, properties, rights, powers, trusts, duties and obligations of such separate trustee or co-trustee, so far as permitted by law, shall vest in and be exercised by the Trustee until the appointment of a new trustee or successor to such separate trustee or co-trustee.

47

ARTICLE X

S U P P L E M E N T A L I N D E N T U R E S

Section 1001. Supplemental Indentures Effective Without Bondowners' Consent. The City and the Trustee may from time to time and at any time enter into a Supplemental Indenture modifying or amending this Indenture or any Supplemental Indenture and the rights and obligations of the City and the Owners of the Bonds without the consent of any Bondowners for any of the following purposes:

a) To close this Indenture against, or provide limitations and restrictions in addition to the limitations and restrictions contained in this Indenture on, the authentication and delivery of Bonds or the issuance of other evidences of indebtedness;

b) 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;

c) 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;

d) To authorize Refunding Bonds of a Series and, in connection therewith, specify and determine the matters and things referred to in Section 202 and Section 203 hereof, and also any other matters and things relative to such Bonds which are not contrary to or inconsistent with this Indenture as theretofore in effect, or to amend, modify or rescind any such authorization, specification or determination at any time prior to the first authentication and delivery of such Bonds;

e) To provide for the issuance, execution, delivery, authentication, payment registration, transfer and exchange of Bonds pursuant to a book-entry system or in uncertificated form, and, in connection therewith, to specify and determine any matters and things relative thereto;

(1) To confirm, as further assurance, any security interest, pledge or assignment under, and the subjection to any security interest, pledge or assignment created or to be created by, this Indenture, of the Assessments or of any other moneys, securities or funds;

g) To make any change necessary (1) to establish or maintain the exemption from federal income taxation of interest on any Series of Bonds as a result of any modifications or amendments to Section 103 or Section 148 of the Code (or any successor provisions of law) or interpretations thereof by the Internal Revenue Service, or (2) to

comply with the provisions of Section 148(I) of the Code (or any successor provision of law), including provisions for the payment of any or a portion of the investment earnings of any of the funds established hereunder to the United States of America:

h) To modify any of the provisions of this Indenture in any other respect whatsoever, provided that (1) such modification shall be, and be expressed to be, effective only

48

after all Bonds of each Series Outstanding at the date of the adoption of such Supplemental Indenture shall cease to be Outstanding, and (2) such Supplemental Indenture shall be specifically referred to in the text of all Bonds of any Series authenticated and delivered after the date of the adoption of such Supplemental Indenture and of Bonds issued in exchange therefor or in place thereof;

(i) To cure any ambiguity, supply any omission, or cure or correct any defect or inconsistent provision in this Indenture;

(j) 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;

(k) To make any other modification or amendment of this Indenture which the Trustee shall in its sole discretion determine will not have a material adverse effect on the interests of Bondowners.

In making any determination under paragraph (k) of this Section 1001, the Trustee may conclusively rely upon an Opinion of Counsel.

Section 1002. Supplemental Indentures Effective with Consent of Bondowners. At any time or from time to time, the City and the Trustee may enter into a Supplemental Indenture modifying or amending this Indenture or any Supplemental Indenture, subject to consent by Bondowners in accordance with and subject to the provisions of Article XI.

Section 1003. 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 X and Article XI. Nothing in this Article X or Article XI contained shall affect or limit the right or obligation of the City to adopt, make, do, execute, acknowledge or deliver any Supplemental Indenture, ordinance, resolution, deed, act or other instrument pursuant to the provisions of Section 704.

b) Any Supplemental Indenture referred to and permitted or authorized by Sections 1001 or 1002 hereof may be executed without the consent of any of the Bondowners, but shall become effective only on the conditions, to the extent and at the time provided in said Sections. The copy of every Supplemental Indenture when filed with the Trustee shall be accompanied by an Opinion of Bond Counsel stating that such Supplemental Indenture has been duly and lawfully adopted in accordance with the provisions of this Indenture, is authorized or permitted by this Indenture, and is valid and binding upon the City in accordance with its terms.

c) The Trustee, in executing a Supplemental Indenture, shall be fully protected in relying on an Opinion of Bond Counsel that such Supplemental Indenture is authorized or permitted by the provisions of this Indenture and the Act and will not adversely affect the exemption from federal income taxation of interest on any Series of Bonds

Outstanding under this indenture.

49

ARTICLE XI

AMENDMENTS

Section 1101. Mailing. Any provision in this Article for the mailing of a notice or other paper to Bondowners shall be fully complied with it if is mailed postage prepaid only (a) to each Owner of affected Bonds then Outstanding at its address, if any, appearing upon the registry books of the City kept by the Bond Registrar and (b) to the Trustee.

Section 1102. Powers of Amendment. Except as provided in Sections 1001 and 1002 hereof, any modification or amendment of this Indenture and of the rights and obligations of the City and of the Owners of the Bonds thereunder, in any particular, shall be made by a Supplemental Indenture, with the written consent given as provided in Section 1103 hereof (a) of the Owners of not less than a majority in principal amount of the Bonds affected by such modification or amendment Outstanding at the time such consent is given, and (b) in case the modification or amendment changes the terms of any Sinking Fund Installment, of the Owners of not less than a majority in principal amount of the Bonds of the particular Series and maturity entitled to such Sinking Fund Installment and Outstanding at the time such consent is given. No such modification or amendment shall permit a change in the terms of redemption or maturity of the principal of any Outstanding Bond 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 without the consent of the Owner of such Bond, 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 1102, a Series 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 Bonds of such Series. The Trustee may in its discretion determine whether or not in accordance with the foregoing powers of amendment Bonds of any particular Series or maturity would be affected by any modification or amendment of this Indenture and any such determination shall be binding and conclusive on the City and all Owners of Bonds. For purposes of this Section 1102, the Owners of any Bonds may include the initial Owners thereof, regardless of whether such Bonds are being held for resale.

Section 1103. Consent of Bondowners. The City may at any time enter into a Supplemental Indenture making a modification or amendment permitted by the provisions of Section 1102 hereof to take effect when and as provided in this Section 1103. A copy of such Supplemental Indenture (or brief summary thereof or reference thereto in form approved by the Trustee), together with a request to affected Bondowners for their consent thereto in form satisfactory to the Trustee, shall be mailed by the City, by first class mail, to affected Bondowners (but failure of any affected Bondowner to receive such copy and request shall not affect the validity of the Supplemental Indenture when consented to as in this Section 1103 provided). Such Supplemental Indenture shall not be effective unless and until (a) there shall have been filed with the Trustee (i) the written consents of Owners of the percentages of affected Outstanding Bonds specified in Section 1102 hereof and (ii) an Opinion of Bond Counsel stating that such Supplemental Indenture has been duly and lawfully adopted and Hied by the City in accordance with the provisions of this Indenture, is authorized or permitted by this Indenture, and is valid and binding upon the City and enforceable in accordance with its terms, and (b) a

notice shall have been mailed as hereinafter in this Section 1103 provided. It shall not be necessary that the consents of Owners of Bonds approve the particular form of wording of the proposed modification or amendment or of the proposed Supplemental Indenture effecting such modification or amendment, but it shall be sufficient if such consents approve the substance of the proposed amendment or modification. Each such consent 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 1202 hereof. A certificate or certificates executed by the Trustee and filed with the City stating that it has examined such proof and that such proof is sufficient in accordance with Section 1202 hereof shall be conclusive that the consents have been given by the Owners of the Bonds described in such certificate or certificates of the Trustee. Any such consent shall be binding upon the Owner of the affected Bonds giving such consent and, anything in Section 1202 hereof to the contrary notwithstanding, upon any subsequent Owner of such affected 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 with the Trustee, prior to the time when the written statement of the Trustee hereinafter in this Section 1103 provided for is filed, such revocation. The fact that a consent has not been revoked may likewise be proved by a certificate of the Trustee filed with the City to the effect that no revocation thereof is on file with the Trustee. At any time after the Owners of the required percentages of affected 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 affected Bonds have filed such consents. Such written statements 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 executed by the City and the Trustee on 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 affected Bonds and will be effective as provided in this Section 1103, may be given to affected Bondowners by the City by mailing such notice by first class mail to affected Bondowners (but failure of any affected Bondowner to receive such notice shall not prevent such Supplemental Indenture from becoming effective and binding as in this Section 1103 provided) after the Owners of the required percentages of affected Bonds shall have filed their consents to the Supplemental Indenture and the written statement of the Trustee hereinabove provided for is filed. The City shall file with the Trustee proof of the mailing of such notice. A record, consisting of the certificates or statements required or permitted by this Section 1103 to be made by 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 City, the Trustee and the Owners of all Bonds at the expiration of 40 days after the filing with the Trustee of the 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; provided, however, 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 its 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 1104. Modifications or Amendments 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 thereunder may be modified or amended in any respect upon the execution by the City and the Trustee of a Supplemental Indenture and the consent of the Owners of all of the affected Bonds then Outstanding, such consent to be given as provided in Section 1103 except that no notice to affected Bondowners by mailing shall be required: provided, however, that no such modification or amendment shall change or modify any of the rights or obligations of the Trustee without the filing of the written assent thereto of the Trustee in addition to the consent of the affected Bondowners.

affected Bondowners.

Section 1105. Exclusion of Bonds. Bonds owned or held 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 affected Outstanding Bonds provided for in this Article XI, 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 XI. At the time of any consent or other action taken under this Article XI, the City shall furnish the Trustee a Written Certificate of the City, upon which the Trustee may rely, describing all Bonds so to be excluded.

Section 1106. Notation on Bonds. Bonds authenticated and delivered after the effective date of any action taken as in Article X or this Article XI 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 its Bond for the purpose at the principal corporate trust office of the Trustee or upon any transfer or exchange of any Bond Outstanding at such effective date, suitable notation shall be made on such Bond or upon any Bond issued upon any such transfer or exchange 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 Bondowner, for Bonds of the same Series, principal amount, maturity and interest rate then Outstanding, upon surrender of such Bonds. Any action taken as in Article X or this Article XI provided shall be effective and binding upon all Bondowners notwithstanding that the notation is not endorsed on all Bonds.

ARTICLE XII [MISCELLANEOUS Section 1201.

Defeasance.

(a) If the City shall pay or cause to be paid, or there shall otherwise be paid, to the Owners of all Bonds the principal or Redemption Price, if applicable, and interest due or to become due thereon, at the times and in the manner stipulated therein and in this Indenture, then the pledge of the Trust Estate, and all covenants, agreements and other obligations of the City to the Bondowners, shall thereupon cease, terminate and become void and be discharged and satisfied. In such event, the Trustee shall cause an accounting for such period or periods as shall be requested by the City to be prepared and filed with the City and, upon the request of the City, shall execute and deliver to the City all such instruments as may be desirable to evidence such discharge and satisfaction, and the Trustee shall pay over or deliver to the City all moneys or

securities held pursuant to this Indenture which are not required for the payment of principal or Redemption Price, if applicable, of and interest on Bonds. If the City shall pay or cause to be paid, or there shall otherwise be paid, to the Owners of any Outstanding Bonds the principal or Redemption Price and interest due or to become due thereon, at the times and in the manner stipulated therein and in this Indenture, such Bonds shall cease to be entitled to any lien, benefit or security under this Indenture, and all covenants, agreements and obligations of the City to the Owners of such Bonds shall thereupon cease, terminate and become void and be discharged and satisfied.

b) Bonds or interest installments for the payment or redemption of which moneys shall have been set aside and shall be held in trust by the trustee (through deposit by the City of funds for such payment or redemption or otherwise) at the maturity or redemption date thereof shall be deemed to have been paid within the meaning and with the effect expressed in subsection (a) of this Section 1201. In addition, any Outstanding Bonds shall prior to the maturity or

effect expressed in subsection (a) of this Section 1201. In addition, any Outstanding Bonds shall prior to the maturity or redemption date thereof be deemed to have been paid within the meaning and with the effect expressed in subsection (a) of this Section (i) upon compliance with the provisions of subsection (c) of this Section 1201 or (ii) if the City shall have satisfied all of the conditions precedent to such Bonds being so deemed to have been paid set forth in the Supplemental Indenture authorizing the Series of which such Bonds are a part.

c) Subject to the provisions of subsection (d) of this Section 1201, any Outstanding Bonds shall prior to the maturity or redemption date thereof be deemed to have been paid within the meaning of, and with the effect expressed in, subsection (a) of this Section 1201 if:

i) in case any of said Bonds are to be redeemed on any date prior to their maturity, the City shall have given to the Trustee irrevocable instructions accepted in writing by the Trustee to give as provided in Article IV notice of redemption of such Bonds on said date.

ii) there shall have been deposited with the Trustee either moneys (including moneys withdrawn and deposited pursuant to subsection (c) of Section 508 hereof) in an amount which shall be sufficient, or Defeasance Securities the principal of and the interest on which when due will provide moneys which, together with the moneys, if any, deposited with the Trustee at the same time, shall be sufficient, to pay when due the principal or Redemption Price, if applicable, and interest due and to become due on said Bonds on or prior to the redemption date or maturity date thereof, as the case may be, and

iii) in the event said Bonds do not mature, are not by their terms subject to redemption or, under the plan of refunding applicable thereto, are not to be redeemed, in each case, within the next succeeding 90 days, the City shall have given the Trustee in form satisfactory to it irrevocable instructions to give, as soon as practicable, by first-class mail, postage prepaid, to the Owners of such Bonds at their last addresses appearing on the books of the City kept at the office of the Bond Registrar a notice that the deposit required by (ii) above has been made with the Trustee and that said Bonds are deemed to have been paid in accordance with this Section 1201 and stating such maturity or

53

redemption date upon which moneys are to be available for the payment of the principal or Redemption Price, if applicable, on said Bonds.

(d) Anything in this Indenture to the contrary notwithstanding, any moneys held in trust for the payment and discharge of any of the Bonds which remain unclaimed for one year after the date when such Bonds have become due and payable, either at their stated maturity dates or by call for earlier redemption, shall, at the written request of the City, be repaid to the City, as its absolute property and free from trust, and the Trustee shall thereupon be released and discharged, with respect thereto and the Bondowners shall look only to the City for the payment of such Bonds; provided, however, that before being required to make any such payment to the City, the Trustee shall, at the expense of the City, (i) give to the Owners of such Bonds as to which any moneys remain unclaimed, by first class mail, postage prepaid, at the last address of such Owners appearing on the books of the City kept at the office of the Bond Registrar and (ii) cause to be published one time in an Authorized Newspaper, a notice that said moneys remain unclaimed and that, after a date named in said notice, which date shall be not less than 30 days after the date of the publication of such notice, the balance of such moneys then unclaimed will be returned to the City.

Section 1202. Redemption of Bonds and Redemption of Bonds

Section 1202. Evidence of Signatures and Bondowners and Ownership of

Bonds.

a) Any request, consent, revocation of consent or other instrument which this Indenture may require or permit to be signed and executed by the Bondowners may be in one or more instruments of similar tenor and shall be signed or executed by such Bondowners in person or by their attorneys appointed in writing. Proof of the execution of any such instrument, or of an instrument appointing any such attorney, shall be sufficient for any purpose of this Indenture (except as otherwise therein expressly provided) if made in the following manner, or in any other manner satisfactory to the Trustee, which may nevertheless in its discretion require further or other proof in cases where it deems the same desirable. The fact and date of the execution by any Bondowner or its attorney of such instruments may be proved by a guarantee of the signature thereon by a bank or trust company or by the certificate of any notary public or other officer authorized to take acknowledgments of deeds, that the person signing such request or other instrument acknowledged to such notary public or other officer the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer. Where such execution is by an officer of a corporation or association or a member of a partnership, on behalf of such corporation, association or partnership, such signature guarantee, certificate or affidavit shall also constitute sufficient proof of the authority of such officer or member.

b) The ownership of Bonds and the amount, numbers and other identification, and date of holding the same shall be proved by the registry books kept by the Trustee.

c) Any request or consent by 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 1203. Moneys Held for Particular Bonds. The amounts held by the Trustee for the payment of the interest, principal or Redemption Price due on any date with respect to particular Bonds shall, on and after such date and pending such payment, be set aside on its books and held in trust by it for the Owners of the Bonds entitled thereto.

Section 1204. Cancellation and Destruction of Bonds. All Bonds paid or redeemed, either at or before maturity, and all Bonds purchased by the Trustee, shall thereupon promptly be cancelled. Bonds so cancelled may at any time be destroyed by the Trustee, who shall execute a certificate of destruction in duplicate by the signature of one of its authorized officers describing the Bonds so destroyed, and one executed certificate shall be filed with the City and the other executed certificate shall be retained by the Trustee.

Section 1205. 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 Bondowner and their agents and their representatives, any of whom may make copies thereof.

Section 1206. Parties Interested Herein. Nothing in this Indenture expressed or implied is intended or shall be construed to confer upon, or to give to, any person or corporation, other than the City, the Trustee and the Owners of the Bonds any right, remedy or claim under or by reason of this Indenture or any covenant, condition or stipulation thereof; and all the covenants, stipulations, promises and agreements in this Indenture contained by and on behalf of the City shall be for the sole and exclusive benefit of the City, the Trustee and the Owners.

Section 1207. Form of Series 2002 Bonds. Subject to the provisions of the Indenture each Series

Section 1207. Form of Series 2002 Bonds. Subject to the provisions of the indenture each Series 2002 Bond, the form of assignment and the Certificate of Authentication by the Trustee shall be, respectively, in substantially the following form, with such insertions, omissions, endorsements and variations as may be required or permitted by the Indenture:

(Form of Bond)

UNITED STATES OF AMERICA

STATE OF ILLINOIS

COOK COUNTY

CITY OF CHICAGO

SPECIAL ASSESSMENT IMPROVEMENT BOND, SERIES 2002 (LAKESHORE
EAST PROJECT)

INTEREST RATE	MATURITY DATE	ISSUE DATE CUSIP
---------------	---------------	------------------

% "	December 1.	" January 14,2003
-----	-------------	-------------------

REGISTERED OWNER: Cede & Co.

PRINCIPAL AMOUNT: \$

The CITY OF CHICAGO (the "City"), a municipal corporation and home rule unit of the State of Illinois situate in the County of Cook, acknowledges itself indebted and for value received hereby promises to pay, solely from the sources herein set forth, to the registered owner specified above, or registered assigns, the principal amount specified above, on the maturity date specified above, upon presentation and surrender of this bond at the New York, New York office of BNY Midwest Trust Company (the "Trustee") and to pay interest on such principal amount from the date hereof until the principal amount hereof shall have been fully paid at the rate per annum specified above, computed on the basis of a 360 day year consisting of twelve 30 day months and payable on June 1, 2003 and semiannually thereafter on the first days of June and December of each year, interest to maturity being payable by check or draft mailed to the registered owner of record hereof, as of the 15th day of the calendar month next preceding such interest payment date, at the address of such registered owner appearing on the registration books maintained by the City for such purpose at the principal corporate trust office of the Trustee or by wire transfer pursuant to an agreement by and between the City and such registered owner. The principal of, premium, if any, and interest on this bond are payable in legal tender of the United States of America.

This bond is one of a duly authorized series of bonds of the City designated "Special Assessment Improvement Bonds, Series 2002 (Lakeshore East Project)" and issued in the aggregate principal amount of \$58,933,000 (the "Bonds") under and pursuant to the provisions of Division 2 of Article 9 of the Illinois Municipal Code, 65 Illinois Compiled Statutes 5/9. the Special Assessment Supplemental Bond and Procedures Act. 50 Illinois Compiled Statutes 460. an ordinance of the City entitled "Amendment of Title 2, Chapter 102 of the Municipal Code of Chicago by Addition of New Section 075 Regarding Home Rule Powers in Special Assessment Proceedings" passed by the Mayor and the City Council of the City on July 25, 2002 and the Local Government Debt Reform Act. 30 Illinois Compiled Statutes 350,

and by virtue of an ordinance adopted by the Mayor and City Council of the City on October 2, 2002 and entitled: "An Ordinance Authorizing the Issuance of \$60,000,000 Special Assessment Improvement Bonds. Series 2002 (Lakeshore East Project) of the City of Chicago, Illinois, to Finance the Acquisition and Construction of Local Improvements" (the "Bond Ordinance"). The Bonds are issued and secured under a Trust Indenture dated as of December 1, 2002 between the City and the Trustee (the "Indenture").

The Bonds are subject to redemption prior to maturity at the option of the City on or after December 1, 2012, as a whole or in part by lot, at a redemption price equal to the principal amount to be redeemed plus, if such Bond is to be redeemed during any period shown in the following table, a redemption premium, expressed as a percentage of such principal amount, set forth opposite such redemption period:

Redemption Period Redemption (both dates inclusive) Premium

December 1, 2012 to November 30, 2013 2%

December 1, 2013 to November 30, 2014 1 %

The Bonds maturing December 1, 2012 are subject to mandatory sinking fund redemption by operation of the Debt Service Account maintained under the Indenture, on December 1, 2008 and on each December 1 thereafter, in part and by lot, at a redemption price equal to the principal amount to be redeemed and in principal amounts sufficient to satisfy the sinking fund installments established by the Indenture.

The Bonds maturing December 1, 2022 are subject to mandatory sinking fund redemption by operation of the Debt Service Account maintained under the Indenture, on December 1, 2013 and on each December 1 thereafter, in part and by lot, at a redemption price equal to the principal amount to be redeemed and in principal amounts sufficient to satisfy the sinking fund installments established by the Indenture.

The Bonds maturing December 1, 2032 are subject to mandatory sinking fund redemption by operation of the Debt Service Account maintained under the Indenture, on December 1, 2023 and on each December 1 thereafter, in part and by lot, at a redemption price equal to the principal amount to be redeemed and in principal amounts sufficient to satisfy the sinking fund installments established by the Indenture.

The Bonds are further subject to mandatory redemption by operation of the Prepayment Account maintained under the Indenture, on any interest payment date, in part and by lot, at a redemption price equal to the principal amount to be redeemed plus, if such Bond is to be redeemed during any period shown on the following table, a redemption premium, expressed as a percentage of such principal amount, set forth opposite such redemption period:

Redemption Period Redemption (both dates inclusive) Premium

On or prior to November 30, 2012

Redemption Period
(both dates inclusive) Premium

Redemption

December 1, 2012 to November 30, 2013	2%
December 1, 2013 to November 30, 2014	1 %

Notice of the redemption of Bonds will be mailed not less than 30 days nor more than 60 days prior to the date fixed for such redemption to the registered owners of Bonds to be redeemed at their last addresses appearing on such registration books. The Bonds or portions thereof specified in said notice shall become due and payable at the applicable redemption price on the redemption date therein designated, and if on the redemption date, moneys for payment of the redemption price of all the Bonds or portions thereof to be redeemed, together with interest to the redemption date, shall be available for such payment on said date, and if notice of redemption shall have been mailed as aforesaid (and notwithstanding any defect therein or the lack of actual receipt thereof by any registered owner) then from and after the redemption date interest on such Bonds or portions thereof shall cease to accrue and become payable.

The Bonds are limited obligations of the City payable solely from all right, title and interest of the City in the Trust Estate pledged and assigned under the Indenture and consisting of (i) the Assessment entered by Confirmation Order of the Circuit Court of Cook County, Illinois, entered on November 12, 2002, (ii) the assessment lien imposed upon real property in the City that is subject to the Assessment and (iii) all funds established by the Indenture, except the Assessee's Credit fund and any Rebate Fund. Neither the full faith and credit nor the general taxing power of the City is pledged to the payment of the principal of or any premium or the interest on the Bonds.

The Bonds are all equally and ratably secured and entitled to the protection given by the Indenture. The City may hereafter issue Refunding Bonds (as defined in the Indenture) from time to time under certain terms and conditions contained in the Indenture, and if issued, such Refunding Bonds will rank on a parity with the Bonds with respect to the Trust Estate pledged as security for the Bonds. Reference is hereby made to the Indenture and to all indentures supplemental thereto for a description of the provisions, among others, with respect to the nature and extent of the security, the rights, duties and obligations of the City, the Trustee and the registered owners of the Bonds, the issuance of Bonds, and the terms upon which said Bonds are issued and secured.

To the extent and in the respects permitted by the Indenture, the provisions of the Indenture or any indenture supplemental thereto, may be modified or amended by action on behalf of the City taken in the manner and subject to the conditions and exceptions prescribed in the Indenture. The pledges and other obligations of the City under the Indenture may be discharged at or prior to the maturity of the Bonds upon the making of provision for the payment thereof on the terms and conditions set forth in the Indenture.

This bond is transferable as provided in the Indenture, only upon the books of the City kept for that purpose at the New York, New York office of the Trustee, by the registered owner hereof in person or by his attorney duly authorized in writing, upon surrender hereof together with a written instrument of transfer satisfactory to the Trustee duly executed by the registered owner or such duly authorized attorney, and thereupon the City shall issue in the name

of the transferee, a new Bond or Bonds of the same aggregate principal amount, maturity and interest rate as the surrendered Bond, as provided in the Indenture and upon the payment of the charges, if any, therein prescribed. The City and the Trustee may treat and consider the person in whose name this bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal hereof and interest due hereon and for all other purposes whatsoever.

The Bonds are issuable initially in the form of registered bonds in the denominations of \$100,000, or integral multiples of \$1,000 in excess of \$100,000. The Bonds, upon surrender thereof at the New York, New York office of the Trustee with a written instrument of transfer satisfactory to the Trustee, duly executed by the registered owner or

his attorney duly authorized in writing, may, at the option of the registered owner thereof, be exchanged for an equal aggregate principal amount of Bonds of any other authorized denominations and of the same maturity.

The Bonds do not constitute an indebtedness or a loan against the general taxing powers or credit of the City within the meaning of any constitutional or statutory provision or limitation.

The registered owner of this bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Indenture, or to institute, appear in or defend any suit or other proceedings with respect thereto except as provided in the Indenture.

This bond shall not be entitled to any benefit under the Indenture or become valid or obligatory for any purpose until the certificate of authentication hereon has been duly executed by the Trustee.

It is hereby certified, recited and declared that this bond is issued in part pursuant to the Local Government Debt Reform Act and the Special Assessment Supplemental Bond and Procedures Act and that all acts, conditions and things required to exist, happen and be performed precedent to and in the execution and delivery of the Indenture and the issuance of this bond, do exist, have happened and have been performed in the time, form and manner required by law and that the issue of bonds of which this bond is one, together with all other indebtedness of the City, is within every debt and other limit prescribed by law.

59

IN WITNESS WHEREOF, the City of Chicago, has caused this bond to be executed by the manual or facsimile signatures of its Mayor and its City Clerk and its corporate seal, or a facsimile thereof, to be impressed or reproduced hereon.

Dated: January 14, 2003

CITY OF CHICAGO

Bv

Mayor

(SEAL) Attest:

City Clerk

(Form of Certificate of Authentication)

CERTIFICATE OF AUTHENTICATION

This bond is one of the Special Assessment Improvement Bonds, Series 2002 (Lakeshore East Project), described in the within mentioned Indenture.

BNY MIDWEST TRUST COMPANY, as frustee

Bv
Authorized Signatory

60

(Form of Assignment)

ASSIGNMENT

For value received the undersigned hereby sells, assigns, and transfers unto the within Bond, and all rights thereunder, and hereby irrevocably constitutes and appoints attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _ Witness:

Section 1208. No Recourse on the Bonds. No official of the City and no director, officer, agent or employee of the City shall be individually or personally liable for the payment of the principal or Redemption Price or interest on the Bonds.

Section 1209. Publication of Notice; Suspension of Publication.

a) Any publication to be made under the provisions of this Indenture in successive weeks or on successive dates may be made in each instance upon any business day of the week and need not be made in the same Authorized Newspaper for any or all of the successive publications but may be made in different Authorized Newspapers.

b) If, because of the temporary or permanent suspension of the publication or general circulation of any Authorized Newspaper or for any other reason, it is impossible or impractical to publish any notice pursuant to this Indenture in the manner herein provided, then such publication in lieu thereof as shall be made with the approval of the Trustee shall constitute a sufficient publication of such notice.

" Section 1210. Severability of Invalid Provisions. If any one or more of the covenants or agreements provided in this Indenture on the part of the City or the Trustee to be performed should be contrary to law, then such covenant or covenants or agreement or agreements shall be deemed severable from the remaining covenants and agreements, and shall in no way affect the validity of the other provisions of this Indenture.

Section 1211. Holidays. If the date for making any payment or the last date for performance of any act or the exercising of any right as provided in this Indenture, shall be a legal holiday or a day on which banking institutions in the city in which is located the principal corporate trust office of the Trustee are authorized by law to remain closed, such payment may be made or act performed or right exercised on the next succeeding day not a legal holiday or a day on which such banking institutions are authorized by law to remain closed, 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.

61

Section 1212. Actions, Approvals and Determinations by the City. Except as otherwise specifically provided in this Indenture, any action, approval or other determination to be made, given or taken by the City shall be validly made, given or taken if made, given or taken by the Corporate Authorities, or any committee of said Corporate Authorities or any officer of the City to which said Corporate Authorities has lawfully delegated the power to make, give or take such action, approval or other determination. The fact that any such delegation shall have been made by the Corporate Authorities shall be conclusively proved by a certificate of the City Clerk to that effect.

Section 1213. Notices.

(a) Except as otherwise provided herein, all notices, requests, demands and other communications required or permitted under this Indenture shall be deemed to have been duly given if delivered or mailed, first class, postage prepaid, as follows:

- (i) If to the City: City of Chicago
Department of Finance 33 North LaSalle Street, 6th
Floor Chicago, Illinois 60602 Attention: City
Clerk

Comptroller

- i) With a copy to: Office of Corporation Counsel
City Hall Room 600 121 North LaSalle Street
Chicago, Illinois 60602 Attention: Finance and
Economic Development Division
- ii) If to the Trustee: BNY Midwest Trust Company
2 North LaSalle Street Suite 1020
Chicago, Illinois 60602
Attention: Corporate Trust Department

or to such other person or addresses as the respective party hereafter designates in writing to the City and the Trustee.

(b) Any Bondowner or, in the case of Bonds issued in book-entry form, beneficial owner, of \$1,000,000 or more in principal amount of the Bonds may direct the Trustee in writing to deliver a copy of any notice to be given by the Trustee under this Indenture or the Supplemental Indenture providing for the issuance of such Bonds to such Bondowner or beneficial owner at such address as may be designated in such written direction.

Section 1214. Counterparts. This Indenture may be executed in multiple counterparts, each of which shall be regarded for all purposes as an original: and such counterparts shall constitute but one and the same instrument.

62

IN WITNESS WHEREOF, the City of Chicago, Illinois has caused this Indenture to be executed by its City Comptroller and its official seal to be hereunto affixed and attested by its City Clerk, and to evidence its acceptance of the trusts hereby created, BNY Midwest Trust Company has caused this Indenture to be executed by its Vice President and its official seal to be hereunto affixed and attested by its . all as of this 1st day of December, 2002.

CITY OF CHICAGO, ILLINOIS

By

City Comptroller

(SEAL) Attest:

City Clerk

BNY MIDWEST TRUST COMPANY,
as Trustee

By
Its: Vice President

(SEAL) Attest:

Its:

63

EXHIBIT A-1

REQUEST FOR PAYMENT FORM

STAT E OF ILLINOIS)
COUNTY OF COOK)) SS Special Assessment
Warrant No. 62456

Re: \$58,933,000
City of Chicago
Special Assessment Improvement Bonds, Series 2002 (Lakeshore East
Project)

The affiant, , of Lakeshore East Development Group LLC, an Illinois limited liability company (the "Developer*"), hereby certifies that with respect to that certain Development Agreement between the Developer and the City of Chicago (the "City") dated , 2002 (the "Agreement"):

A. Expenditures for the Public Improvements Project, in the total amount of \$. have been made.

B. This paragraph B sets forth and is a true and complete statement of all

B. This paragraph B sets forth and is a true and complete statement of all costs of Public Improvements for the Development paid or reimbursed by the City/Trustee to date:

\$

C. The Developer requests payment or reimbursement from the City/Trustee for the following cost of Public Improvements pursuant to the Budget:

[more detail may be attached hereto

PLUS the amount the Developer Entities are obligated to pay-pursuant to the Budget and Section 2.2(b) of the Agreement:

\$

TOTAL: \$

The Trustee shall disburse such amounts to (the "Title Company") as required by Section 4.1 of the Development Agreement between the City and the Developer. An endorsement to the Title Policy in the amount requested is attached as Schedule I.

D. None of the costs referenced in paragraph C above have been previously paid or reimbursed by the City/Trustee.

E. The Developer hereby certifies to the City that, as of the date hereof:

1. Except as described in the attached certificate, the representations and warranties contained in the Agreement are true and correct and the Developer is in compliance with all applicable covenants contained herein.
2. No Event of Default or condition or event which, with the giving of notice or passage of time or both, would constitute an Event of Default, exists or has occurred.
3. The disbursement in the amount requested is for payment of a cost which is a proper charge against the Improvement Fund.

F. Pursuant to Section 4.1(a) of the Agreement, attached hereto is a letter of certification identifying percent completion of accepted work from the Developer's Construction Consulting Engineer.

All capitalized terms which are not defined herein has the meanings given such terms in the Agreement

By:
Name:
Title:

My commission expires:

.200

Name:
Title: (chief engineer)
Board of Local Improvements of the City of Chicago

Work and materials approved by engineer in charge:

Name: _ Title: "
City of Chicago Department of Transportation

Approved by the Secretary of the Board of Local Improvements of the City of Chicago:

Name:

Name:
Title: (president or designee)
Board of Local Improvements of the City of Chicago

City Comptroller City of Chicago

A-1 -3

EXHIBIT A-2

**WRITTEN REQUEST FOR DISBURSEMENT OF FUNDS (COSTS OF
ISSUANCE ACCOUNT)**

TO: BNY Midwest Trust Company, as Trustee Attention: Corporate
Trust Department Suite 1020
Two North LaSalle Street Chicago, Illinois
60602

RL: \$58,933,000
City of Chicago
Special Assessment Improvement Bonds, Series 2002 (Lakeshore East
Project)

Amount Requested:

Total Disbursements to Date:

1. Each obligation for which a disbursement is hereby requested is described in reasonable detail in Schedule I hereto together with the name and address of the person, firm, or corporation to whom payment is due, which may include the City or the Developer for reimbursement of amounts expended, and any other payment instructions.

2. The Issuer hereby certifies that:

A. This written requisition is for payment of costs in connection with the issuance of the above-described Series 2002 Bonds and the specific purpose for which this request is made is described in Schedule I.

B. The disbursement in the amount requested is for payment of a cost which is a proper charge against the Costs of Issuance Account.

C. Payment instructions sufficient to make the requested payment are set forth in Schedule I.

C. Payment instructions sufficient to make the requested payment are set forth in Schedule 1.

D. No portion of the amount being requested to be disbursed was set forth in any previous request for disbursement.

All capitalized terms herein shall have the meanings assigned to them in the Trust Indenture for the above-referenced Series 2002 Bonds dated as of December 1, 2002 by and between the City of Chicago, Illinois and BNY Midwest Trust Company, as Trustee.

By:
Authorized Officer

A-2-1

EXHIBIT B

FORM OF RELEASE OF SPECIAL ASSESSMENT LIEN

**PARTIAL RELEASE OF CHICAGO SPECIAL ASSESSMENT DOCKET NO. 58763,
WARRANT NO. 62456, (CS), LIEN**

KNOW ALL MEN BY THESE PRESENTS that the City of Chicago, for and in consideration of the total sum of \$, does hereby release and quit claim unto the owner thereof any and all interest by virtue of a special assessment lien, as provided by an Assessment Roll and Report for Chicago Special Assessment Docket No. 58763, Warrant No.

Report for Chicago Special Assessment Docket No. 58763, Warrant No. 62456 (CS), recorded in the Recorder's Office of Cook County, Illinois, as Document No. on , 200 , a Final Confirmation Order entered in Chicago Special Assessment Docket No. 58763, Warrant No. 62456 (CS). recorded in the Recorder's Office of Cook County, Illinois, as Document No. on . 200 , and a Division Order entered in Chicago Special Assessment Docket No. 58763. Warrant No. 62456 (CS), recorded in the Recorder's Office of Cook County, Illinois, as Document No. , on . 200 . on the premises described as follows, to wit:

[INSERT LEGAL DESCRIPTION OF PARCEL] P.I.N.: - -

-
Common Address: , Chicago, Illinois 606 .

Dated this day of . .

The liens against other properties as created by said Assessment Roll and Report, said Final Confirmation Order and said Division Order remain in full force and effect.

13-1

SUBSCRIBED AND SWORN TO
BEFORE ME THIS DAY
OF

Notary Public:
My Commission Expires:
CITY OF CHICAGO

By: . Treasurer

EXHIBIT C NO DEFAULT CERTIFICATE

BNV Midwest Trust Company, as Trustee Chicago

BNY Midwest Trust Company, as Trustee Chicago,
Illinois

This Certificate is being executed by an Authorized Officer of the City of Chicago, Illinois (the "City") pursuant to Section 710(c)(2) of the Trust Indenture dated as of December 1, 2002 (the "Indenture") between the City and BNY Midwest Trust Company, as trustee (the "Trustee") relating to the \$58,933,000 original principal amount of City of Chicago Special Assessment Improvement Bonds, Series 2002 (Lakeshore East Project) (the "Bonds").

[The undersigned Authorized Officer of the City states that to the best of his or her knowledge and belief, the City has kept, observed, performed and fulfilled each and every one of its material covenants and obligations contained in the Indenture and there does not exist as of the date of this Certificate any material default by the City under the Indenture.]*

[On the date of this Certificate, the City is in default with respect to its covenant or obligation to [insert description of default] required by Section _____ of the Indenture. The undersigned Authorized Officer of the City states that to the best of his or her knowledge and belief, the City has kept, observed, performed and fulfilled each and every one of its other material covenants and obligations contained in the Indenture and there does not exist as of the date of this Certificate any other material default by the City under the Indenture.]*

.All capitalized terms used herein shall have the meanings assigned to them in the Indenture.

Date

CITY OF CHICAGO

Authorized Officer

Include appropriate paragraph with completed information.

C-1

FIRST SUPPLEMENTAL TRUST INDENTURE

BETWEEN

BETWEEN

**CITY OF CHICAGO AND
THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,
AS TRUSTEE**

DATED AS OF FEBRUARY 1, 2022

SECURING

**\$25,216,000 CITY OF CHICAGO SPECIAL ASSESSMENT
IMPROVEMENT BONDS REFUNDING SERIES 2022 (LAKESHORE
EAST PROJECT)**

Supplementing and amending a Trust Indenture between the City of Chicago and The Bank of New York Mellon Trust Company, N.A., as successor Trustee to BNY Midwest Trust Company, dated as of December 1, 2002 securing \$58,933,000 aggregate original principal amount of City of Chicago Special Assessment Improvement Bonds, Series 2002 (Lakeshore East Project).

FIRST SUPPLEMENTAL TRUST INDENTURE

TABLE OF CONTENTS

(This Table of Contents is not a part of the Indenture and is only for
convenience of reference.)

Page

ARTICLE I DEFINITIONS	2
Section 1.1 Definitions	2
ARTICLE II PROVISIONS RELATING TO SERIES 2022 BONDS	3

ARTICLE II PROVISIONS RELATING TO SERIES 2022 BONDS	3
Section 2.1 Authorized Amount of Series 2022 Bonds	3
Section 2.2 Issuance of Series 2022 Bonds; Terms of Series 2022 Bonds; Payment	3
Section 2.3 Form of Series 2022 Bonds; Temporary Bonds	5
Section 2.4 Delivery of Series 2022 Bonds	5
Section 2.5 Establishment or Continuation of Funds and Accounts	5
Section 2.6 Creation of Series 2002 Defeasance Account	6
Section 2.7 Costs of Issuance Account	6
Section 2.8 Creation of the 2022 Rebate Fund	7
Section 2.9 Application of Proceeds	7
Section 2.10 Tax Covenants	7
ARTICLE III AMENDMENTS TO INDENTURE	8
Section 3.1 Amendment to Section 507(c)	8
Section 3.2 Amendment to Section 511 General Reserve Fund	8
Section 3.3 Amendment to Section 513(b) Prepayments	9
Section 3.4 Amendment to Section 514(a) Assessee's Credit Fund	9
Section 3.5 Addition of new Section 516	9
Section 3.6 Amendment to Section 710(g)	10
ARTICLE IV SUPPLEMENTAL INDENTURES	10
Section 4.1 Supplements or Amendments to First Supplemental Indenture	10
ARTICLE V MISCELLANEOUS	10
Section 5.1 First Supplemental Indenture as Part of the Original Indenture	10
Section 5.2 Severability	10
Section 5.3 Payments Due on Saturdays, Sundays and Holidays	10
Section 5.4 Counterparts	10
Section 5.5 Governing Law	11
Section 5.6 Rules of Interpretation	11
Section 5.7 Captions	11

FIRST SUPPLEMENTAL TRUST INDENTURE

THIS FIRST SUPPLEMENTAL TRUST INDENTURE, made and entered into as of February 1, 2022 (this "First Supplemental Indenture"), between the City of Chicago (the "City"), a municipal corporation and home rule unit of local government duly organized and existing under the Constitution and laws of the State of Illinois, and The Bank of New York Mellon Trust Company, N.A., as successor Trustee to BNY Midwest Trust Company (the "Trustee"), a national banking association duly organized, existing and authorized to accept and execute trusts of the character set out in this First Supplemental Indenture, with a corporate trust office in

execute trusts of the character set out in this First Supplemental Indenture, with a corporate trust office in Chicago, Illinois, supplements and amends a Trust Indenture dated as of December 1, 2002 between the City and the Trustee (the "Original Indenture" and as supplemented and amended by this First Supplemental Indenture, the "Indenture"):

WITNESSETH:

WHEREAS, by virtue of Section 6(a) of Article VII of the Illinois Constitution of 1970 and pursuant to an ordinance duly adopted by the City Council of the City (the "City Council") on September 14, 2021 (the "Bond Ordinance"), the City is authorized to enter into this First Supplemental Indenture and to do or cause to be done all the acts and things provided or required in this First Supplemental Indenture to be done; and

WHEREAS, the City previously entered into the Original Indenture to provide for the issuance and securing of special assessment improvement bonds for the Lakeshore East Project and which provided for the issuance of refunding bonds in one or more series pursuant to one or more Supplemental Indentures upon satisfaction of the conditions set forth in Article II of the Indenture; and

WHEREAS, by virtue of Section 6(1) of Article VII of the Illinois Constitution of 1970, Article 9 of the Illinois Municipal Code, the Special Assessment Supplemental Bond and Procedures Act, the Local Government Debt Reform Act and pursuant to an ordinance duly adopted by the City Council of the City (the "City Council") on July 25, 2001 (the "Home Rule Ordinance") and an Ordinance duly adopted by the City Council on October 2, 2002 (the "Series 2002 Bond Ordinance"), the City issued and delivered on January 14, 2003, its \$58,933,000 aggregate original principal amount of City of Chicago Special Assessment Improvement Bonds, Series 2002 (Lakeshore East Project) (the "Series 2002 Bonds") to finance the acquisition and construction of certain local improvements within the City; and

WHEREAS, \$33,255,000 of the Series 2002 Bonds are currently outstanding as of the date hereof; and

WHEREAS, pursuant to the Bond Ordinance and a Notification of Sale executed pursuant thereto, the City has duly authorized the issuance of \$25,216,000 aggregate principal amount of its Special Assessment Improvement Bonds, Refunding Series 2022 (Lakeshore East Project) (the "Series 2022 Bonds"). The Series 2022 Bonds are being issued for the purpose of refunding all of the outstanding Series 2002 Bonds, funding the Debt Service Reserve Requirement for the Series 2022 Bonds, if any, and paying costs related to the issuance of the Series 2022 Bonds and the refunding of the Series 2002 Bonds; and

WHEREAS, the Series 2022 Bonds and the Trustee's Certificate of Authentication to be endorsed on the Series 2022 Bonds are to be in substantially the form set forth in Exhibit A hereto and incorporated herein with appropriate variations, omissions and insertions as permitted or required by the Original Indenture, this First Supplemental Indenture or the Notification of Sale filed in the Office of the City Clerk pursuant to the Bond Ordinance.

NOW, THEREFORE, THIS FIRST SUPPLEMENTAL INDENTURE WITNESSETH:

ARTICLE I DEFINITIONS

Section 1.1 Definitions. All capitalized terms used in this First Supplemental Indenture unless otherwise defined in this First Supplemental Indenture shall have the same meaning as used in Article I of the Original Indenture. The following words and phrases shall have the following meanings for purposes of the Original Indenture, as supplemented

Following words and phrases shall have the following meanings for purposes of the Original Indenture, as supplemented by this First Supplemental Indenture:

"Authorized Denomination" means \$100,000 or any integral multiple of \$1,000 in excess of that amount.

"Bondholder" or "Bondowner" means the registered owner of any Bond (as defined herein).

"Bond Ordinance" means the ordinance duly adopted and approved by the City Council of the City on September 14, 2021, which authorizes the issuance and sale of the Series 2022 Bonds and the execution of this First Supplemental Indenture.

"Bonds" means the Series 2022 Bonds.

"Date of Issuance" means February 28, 2022, the date of issuance and delivery of the Series 2022 Bonds. .

"Debt Service Reserve Requirement" means, with respect to the Series 2022 Bonds, as of any particular date, the amount of moneys equal to ten percent (10%) of the original principal amount of the Series 2022 Bonds, less ten percent (10%) of the principal amount of Series 2022 Bonds redeemed by operation of the Prepayment Account of the Debt Service Fund pursuant to Section 403(b) of the Indenture.

"First Supplemental Indenture" means this First Supplemental Trust Indenture dated as of February 1, 2022 and any amendments and supplements to it.

"General Reserve Fund Requirement" means with respect to the Series 2022 Bonds an amount equal to \$500,000.

"Indenture" has the meaning set forth in the Recitals. References to Articles and Sections of the Original Indenture or the First Supplemental Indenture shall be deemed to refer to respective

7

Articles and Sections of the Original Indenture and the First Supplemental Indenture as amended from time to time.

"Interest Payment Date" means June 1 and December 1 of each year, commencing June 1, 2022.

"Issue Date" means, with respect to the Series 2022 Bonds, February 28, 2022.

"Notification of Sale" means the Notification of Sale dated February 15, 2022 executed by the City pursuant to the Bond Ordinance.

"Redemption Date" means March 18, 2022, the date on which the Series 2002 Bonds are to be redeemed in full.

"Series 2002 Bonds" has the meaning set forth in the Recitals.

"Series 2002 Defeasance Account" has the meaning set forth in Section 2.5 hereof

SERIES 2002 DEFEASANCE ACCOUNT has the meaning set forth in Section 2.3 hereof.

"Series 2022 Bonds" has the meaning set forth in the Recitals.

"Servicing Agreement" means that certain Servicing Agreement dated as of December 1, 2002, an agreement, by and among the City, the Trustee and The Bank of New York Mellon, as successor to BNY Asset Solutions LLC, as Servicer (the "Servicer") providing for the servicing of certain billing and collection procedures for the Assessments, including the Servicing Agreement dated as of December 1, 2002, as amended by a First Supplemental Servicing Agreement dated as of February 1, 2022 by and among the City, the Servicer and the Trustee.

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

"Trustee" means The Bank of New York Mellon Trust Company, N.A., as successor Trustee to BNY Midwest Trust Company.

ARTICLE II

PROVISIONS RELATING TO SERIES 2022 BONDS

Section 2.1 Authorized Amount of Series 2022 Bonds. No Series 2022 Bonds may be issued under the provisions of this First Supplemental Indenture except in accordance with this Article. The Series 2022 Bonds are being issued to provide funds to refund in advance of their maturity all of the outstanding Series 2002 Bonds, to fund the Debt Service Reserve Account in an amount equal to the Debt Service Reserve Requirement, and to pay costs of issuance of the Series 2022 Bonds and the refunding of the Series 2002 Bonds. The total principal amount of Series 2022 Bonds that may be issued is expressly limited to \$25,216,000.

Section 2.2 Issuance of Series 2022 Bonds: Terms of Series 2022 Bonds: Payment. The Series 2022 Bonds shall be designated "City of Chicago Special Assessment Improvement Bonds. Refunding Series 2022 (Lakeshore East Project)."

The Series 2022 Bonds shall be dated the Issue Date and shall be issued as registered bonds without coupons. The Series 2022 Bonds shall be issued only in Authorized Denominations. The Series 2022 Bonds shall be numbered consecutively from R-1 upwards bearing numbers not then contemporaneously outstanding (in order of issuance) according to the records of the Trustee and may be otherwise distinguished by letter or number as the Trustee deems necessary or appropriate.

The Series 2022 Bonds shall be issued in the aggregate principal amount of \$25,216,000 and shall mature on December 1 of each of the following years and bear interest at the following interest rates per annum:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2022	1,887,000	1.570%
2023	1,776,000	1.990%
2024	1,888,000	2.270%
2025	2,011,000	2.530%
2026	2,143,000	2.690%
2027	2,287,000	2.870%

2027	2,281,000	2.810%
2028	2,440,000	3.040%
2029	2,608,000	3.200%
2030	2,787,000	3.290%
2031	2,978,000	3.380%
2032	2,411,000	3.450%

Interest on the Series 2022 Bonds shall be payable on June 1 and December 1 of each year, commencing June 1, 2022. The Series 2022 Bonds shall bear interest from their date or from and including the most recent Interest Payment Date with respect to which interest has been paid or duly provided for. Interest shall be calculated on the basis of a 360-day year consisting of twelve 30 day months.

The Series 2022 Bonds are not subject to optional redemption prior to their maturity.

The Series 2022 Bonds are subject to mandatory redemption on any Interest Payment Date, by operation of the Prepayment Account of the Debt Service Fund, in part and by lot, at the Redemption Price equal to 100%) of the principal amount of the Series 2022 Bonds to be redeemed plus accrued interest to the date of redemption.

The principal of and interest on the Series 2022 Bonds shall be payable at the principal corporate trust office of the Trustee in the City of Chicago, Illinois, as Paving Agent, and at such offices of any co-Paying Agent or successor Paying Agent or Paying Agents appointed pursuant to the Indenture for the Bonds. Interest on the Series 2022 Bonds shall be payable by check or bank draft mailed or delivered by the Trustee to the Owners as the same appear on the registration books of the City maintained by the Registrar as of the Record Date or, at the option of any Owner of \$1,000,000 or more in aggregate principal amount of Series 2022 Bonds, by wire transfer of immediately available funds to such bank in the continental United States as said Owner shall request in writing to the Registrar.

4

Section 2.3 Form of Series 2022 Bonds: Temporary Bonds. The Series 2022 Bonds issued under this First Supplemental Indenture shall be substantially in the form set forth in Exhibit A hereto, with such appropriate variations, omissions and insertions as are permitted or required by the Indenture and this First Supplemental Indenture.

Section 2.4 Delivery of Series 2022 Bonds. Upon the execution and delivery of this First Supplemental Indenture, the City shall execute and deliver the Series 2022 Bonds to the Trustee, and the Trustee shall authenticate the Series 2022 Bonds and deliver them to the purchasers as may be directed by the City as provided in this Section 2.4 and in Section 202 and 203 of the Indenture.

Prior to the delivery by the Trustee of any of the Series 2022 Bonds, there shall be filed with the Trustee:

1) A copy of the Bond Ordinance, certified by the City Clerk, authorizing the execution and delivery of this First Supplemental Indenture;

2) A Bond Counsel Opinion of Co-Bond Counsel to the effect that (i) the Bond Ordinance has been duly and lawfully adopted by the City Council, is in full force and effect, is valid and binding upon the City and is enforceable in accordance with its terms (except as may be limited by any applicable bankruptcy, liquidation, reorganization, insolvency or other similar laws and by general principles of equity in the event that equitable remedies are sought); (ii) the Indenture including this First Supplemental Indenture have been duly executed and

remedies are sought); (ii) the indenture including this First Supplemental Indenture have been duly executed and delivered by the City, are valid and binding upon the City and are enforceable in accordance with their terms (except as may be limited by any applicable bankruptcy, liquidation, reorganization, insolvency or other similar laws and by general principles of equity in the event that equitable remedies are sought);

iii) upon the execution, authentication and delivery of the Series 2022 Bonds, the Bonds of such Series will have been duly and validly authorized and issued in accordance with the laws of the State of Illinois, the Indenture and this First Supplemental Indenture; and

iv) interest on the Series 2022 Bonds is excluded from gross income of the holders of such Bonds for federal income tax purposes;

3) An executed opinion of counsel to the City addressed to the Trustee, in form and substance satisfactory to the Trustee;

4) A Written Request of the City as to the delivery of the Series 2022 Bonds, executed by an Authorized Officer and stating (i) the identity of the purchasers, aggregate purchase price and date of delivery of such Series, and (ii) that no Event of Default has occurred and is continuing under the Indenture; and

5) Original executed counterparts (or copies duly certified by the City Clerk of the City) of the Indenture, the First Supplemental Servicing Agreement and this First Supplemental Indenture.

Section 2.5 Establishment or Continuation of Funds and Accounts. The following Funds and Accounts are hereby established (with respect to the funds and accounts listed in clauses

(1), (7) and (8) below) or continued (with respect to the funds and accounts listed in clauses (2), (3), (4), (5) and (6) below) by the City with the Trustee to be held in trust pursuant to the Indenture:

- 1) Series 2022 Costs of Issuance Account;
- 2) Assessment Fund;
- 3) Making and Levying Fund;
- 4) Debt Service Fund, consisting of a Debt Service Account, a Debt Service Reserve Account, and a Prepayment Account;
- 5) Assessee's Credit Fund, consisting of the Annual Interest Credit Account;
- 6) General Reserve Fund;
- 7) Series 2022 Rebate Fund; and
- 8) Series 2002 Defeasance Account.

Any Fund or Account established or continued pursuant to this Section 2.5 shall be maintained in an account at the Trustee or, with respect to the Making and Levying Fund and Series 2022 Rebate Fund and at the option of the City, at one or more Depositories in the manner contemplated by Section 601 of the Indenture.

Section 2.6 Creation of Series 2002 Defeasance Account. The City establishes with the Trustee a separate

Section 2.6 Creation of Series 2002 Defeasance Account. The City establishes with the Trustee a separate segregated account to be known as the "Series 2002 Defeasance Account." There shall be deposited or transferred to the credit of the Series 2002 Defeasance Account the amounts set forth in Section 2.9 hereof. The Trustee shall apply amounts on deposit in the Series 2002 Defeasance Account, to redeem the Series 2002 Bonds as provided in the Indenture on the Redemption Date and in accordance with the written direction of an Authorized Officer. Amounts on deposit in the Series 2002 Defeasance Account shall be held in trust solely for the benefit of the owners of the Series 2002 Bonds, and neither the City nor the Series 2002 Bondholders, shall have any interest in such amounts. Amounts on deposit in the Series 2002 Defeasance Account shall be held uninvested or, at the written direction of an Authorized Officer, invested in Defeasance Securities maturing on or prior to the Redemption Date, provided a verification report is delivered to the Trustee in connection with such investment. After redemption and payment in full of the Series 2002 Bonds any amounts remaining on deposit in the 2002 Defeasance Account shall be transferred to the Debt Service Fund.

Section 2.7 Costs of Issuance Account. The City establishes with the Trustee a separate account to be known as the Series 2002 Costs of Issuance Account (the "Costs of Issuance Account"). An initial deposit to the credit of the Costs of Issuance Account is to be made in accordance with Section 2.9(d) hereof. Amounts on deposit in the Costs of Issuance Account shall be disbursed by the Trustee for the payment of fees and expenses incurred by or on behalf of the City in connection with or incident to the issuance and sale of the Series 2002 Bonds upon receipt of a Written Request of the City in the form of Exhibit B. At such time as the Trustee is furnished with a certificate of the City stating that all such fees and expenses have been paid, and in no event

6

later than September 1, 2022, the Trustee shall transfer any moneys remaining in the Costs of Issuance Account to the Debt Service Account.

Section 2.8 Creation of the Series 2002 Rebate fund. In the event that the City shall invest moneys in any fund or Account in any investments that generate income that must be rebated or paid to the United States of America pursuant to Section 148(f) of the Internal Revenue Code of 1986, such income shall be deposited in the Series 2002 Rebate Fund. Moneys in the Series 2002 Rebate Fund, at the direction of the City expressed in a Written Certificate filed with the Trustee, shall be applied to pay such sums as are required to be paid to the United States of America pursuant to Section 148(f) of the Internal Revenue Code of 1986.

Section 2.9 Application of Proceeds. The proceeds derived from the sale of the Series 2002 Bonds in the amount of \$24,934,182.57 (which is net of Underwriter's Discount in the amount of \$281,817.43) shall be applied on the Issue Date as follows:

- a) \$22,024,276.10 shall be deposited to the Series 2002 Defeasance Account which shall be applied, together with other amounts (\$11,897,210.44) transferred to such account as described below, to redeem the Series 2002 Bonds;
- b) \$2,521,600 shall be deposited by the Trustee into the Debt Service Reserve Account; and
- c) \$388,306.47 (which includes rounding amount of \$266.47) shall be deposited by the Trustee into the Series 2002 Costs of Issuance Account to pay costs of issuance at the direction of the City.

In addition, unless otherwise provided in the Notification of Sale, the Trustee shall transfer the following amounts to the Series 2002 Defeasance Account to be applied to redeem the Series 2002 Bonds on the Redemption Date: (i) \$6.90 which constitutes all amounts on deposit in the Debt Service Account, (ii) \$4,669,903.82 which constitutes all

amounts on deposit in the Debt Service Reserve Account, (iii) \$6,052,889.54 which constitutes all amounts on deposit in the General Reserve Fund in excess of the General Reserve Fund Requirement of \$500,000, (iv) \$1,118,845.40 which constitutes that portion of the amounts on deposit in the Making and Levying Fund in excess of \$300,000, (v) \$70,018.55 which constitutes all amounts on deposit in the Prepayment Account, and (vi) \$5,546.43 which constitutes all amounts on deposit in the Improvement Fund. After making such transfer, the Improvement Fund shall be closed. After making such transfers, the Trustee shall retain in the General Reserve Fund \$500,000 and shall retain in the Making and Levying Fund \$300,000.

Section 2.10 Tax Covenants.

The City covenants that it will not take any action or omit to take any action which is lawful and within its power to take, and which, if taken or omitted, would cause interest on any Series 2022 Bond to become subject to federal income taxes in addition to federal income taxes to which interest on the Series 2022 Bonds is subject on the date of original issuance thereof.

7

The City will not permit any of the proceeds of the Series 2022 Bonds or any facilities financed or refinanced with such proceeds, to be used in any manner that would cause any Series 2022 Bonds to constitute "private activity bonds" within the meaning of Section 141 of the Code.

The City will not permit any proceeds of the Series 2022 Bonds or other moneys to be invested in any manner that would cause any Series 2022 Bonds to constitute an "arbitrage bond" within the meaning of Section 148 of the Code or a "hedge bond" within the meaning of Section 149(g) of the Code. The City will comply with the provisions of Section 148(1) of the Code relating to the rebate of certain investment earnings as required by the Code.

ARTICLE III AMENDMENTS TO

INDENTURE

The amendments set forth below are authorized pursuant to Section 1001(h) of the Indenture and shall become effective only upon the issuance of the Series 2022 Bonds and the deposit in the Series 2002 Defeasance Account of proceeds of the Series 2022 Bonds which when added to the deposit of funds contemplated by Section 3.5 are sufficient to pay in full the principal and interest due on the Bonds on the Redemption Date. By purchase of the Series 2022 Bonds each Owner of the Series 2022 Bonds shall be deemed to have consented to the amendments set forth in this Article.

Section 3.1 Amendment to Section 507(c). Section 507(e) of the Original Indenture is hereby amended and restated to read as follows:

c) The Trustee shall notify the City on or prior to December 15 of each year of amounts on deposit in the Making and Levying Fund in excess of \$300,000 not otherwise required to pay Costs of Making and Levying and that it intends to transfer such amounts to the Annual Interest Credit Account of the Assessee's Credit Fund unless the City provides alternative directions. In the event the City does not direct the Trustee as to the use of such funds within 30 days of delivery of such notice, the Trustee

not direct the Trustee as to the use of such funds within 30 days of delivery of such notice, the Trustee shall transfer the amount of such excess to the Annual Interest Credit Account of the Assessee's Credit Fund.

Section 3.2 Amendment to Section 511 General Reserve Fund. Section 511(d) of the Original Indenture is hereby amended and restated to read as follows:

d) After provision has been made for any payments or transfers then required by subsections (a), (b) and (c) of this Section and, provided, amounts on deposit in the General Reserve Fund exceed the General Reserve Fund Requirement, then, the Trustee shall notify the City of the amounts on deposit in the General Reserve Fund in excess of the General Reserve Fund Requirement and that it intends to transfer such amounts to the Annual Interest Credit Account of the Assessee's Credit Fund unless the City provides alternative directions. In the event the City does not direct the Trustee as to the use of such funds within 30 days of delivery of such notice, the Trustee shall transfer the amount in excess of the General Reserve Fund Requirement to the Annual Interest Credit Account of the Assessee's Credit Fund without any further direction.

8

Section 3.3 Amendment to Section 513(b) Prepayments. Section 513(b) of the Original Indenture is hereby amended and restated to read as follows:

(b) The amount of the prepayment of the Assessment with respect to any Lot shall be calculated as follows: (i) a ratio shall be determined which shall be the unpaid amounts in the Roll Component "Total Assessment" for such Lot (taking into account any interest and charges related to delinquencies in payment) divided by the total of all unpaid Total Assessments (the "Assessee's Quotient"); (ii) the Assessee's Quotient shall be multiplied by the principal amount of the Bonds outstanding, as provided by the Trustee; (iii) the Assessee's Quotient shall be multiplied by the amount on deposit in the Debt Service Reserve Account; (iv) interest shall be calculated from the last Assessment payment date accruing at the rate of 6.75% per annum on the principal amount determined in clause (ii) of this paragraph, (v) the Prepayment amount shall be (ii) plus (iv) less (iii).

Section 3.4 Amendment to Section 514(a) Assessee's Credit Fund. Section 514(a) of the Original Indenture is hereby amended and restated to read as follows:

(a) After satisfying any arbitrage rebate obligations owed or to be owed with respect to the Bonds, the Annual Interest Credit Account of the Assessee's Credit Fund shall receive all interest income from the Debt Service Reserve Account at any time that the amount on deposit in the Debt Service Reserve Account is greater than the Debt Service Reserve Requirement. The Annual Interest Credit Account shall also receive amounts transferred from (i) the Making and Levying Fund pursuant to Section 507 hereof and (ii) the General Reserve Fund pursuant to Section 511(d) hereof. Amounts on deposit in the Annual Interest Credit Account shall be applied as a pro rata credit against the next Installments for which Installment Bills are to be sent by the Servicer. The Trustee shall advise the City and the Servicer of the credit by (i) January 2nd of each year, and (ii) with respect to the Installment Bill to be sent on August 1, 2022 only, by July 1, 2022 to allow for a credit on the Installment Bill to be sent by the Servicer on August 1, 2022. The Servicer shall reflect such credits on the Installment Bills as provided in the Servicing Agreement. No credit shall be given to any person who will make no payment as part of such Installment due to Prepayment. After such credits have been provided on the next Installment Bill, the Trustee shall transfer amounts on deposit in the Assessee's Credit Fund to the Debt Service

installment Bill, the Trustee shall transfer amounts on deposit in the Assessee's Credit Fund to the Debt Service Account as directed by the Servicer.

Section 3.5 Addition of new Section 516. A new Section 516 is hereby added to the Original Indenture to read as follows:

Section 516. Transfer of Funds Upon Defeasance of Bonds. In the event of the refunding or defeasance of any Series 2002 Bonds, the Trustee shall, upon the direction of the City, withdraw the amounts specified by the City from: the Debt Service Account, the Debt Service Reserve Account and the Prepayment Account of the Debt Service Fund; the Making and Levying Fund; the General Reserve Fund; the Improvement Fund; and the Assessment Fund, and deposit such amounts with itself as Trustee in a segregated account to be held for the payment of the principal or Redemption Price, if applicable, and interest on the Bonds being refunded; provided that such withdrawal shall not be made unless (i) immediately thereafter the Bonds being refunded shall be deemed to have been paid

9

pursuant to Section 1201(b) hereof, and (ii) the amount remaining in the Debt Service Account in the Debt Service Fund, the amount remaining in the General Reserve fund, the amount remaining in the Debt Service Reserve Account and the amount remaining in the Making and Levying Fund, after giving effect to the issuance of any obligations being issued to refund such Bonds and the disposition of the proceeds thereof, shall not be less than the requirement for such Funds and Accounts as set forth in the applicable supplemental indenture authorizing the issuance of the refunding bonds. In the event of such refunding or defeasance, the City may also direct the Trustee to withdraw from the Debt Service Account in the Debt Service Fund all or any portion of the amounts accumulated therein and deposit such amounts in any fund or account under this Indenture; provided that such withdrawal shall not be made unless items (i) and (ii) referred to hereinabove have been satisfied; and provided further, that, at the time of such withdrawal, there shall exist no deficiency in any fund or account held under this Indenture.

Section 3.6 Amendment to Section 710(g). Section 710(g) is hereby deleted and replaced with the word "Reserved".

ARTICLE IV SUPPLEMENTAL INDENTURES

Section 4.1 Supplements or Amendments to First Supplemental Indenture. This First Supplemental Indenture may be supplemented or amended in the manner set forth in Articles X and XI of the Original Indenture and pursuant to Section 4.1 herein.

ARTICLE V MISCELLANEOUS

Section 5.1 First Supplemental Indenture as Part of the Original Indenture. This First Supplemental Indenture shall be construed in connection with and as a part of the Original Indenture and all terms, conditions and covenants contained in the Original Indenture shall apply to and be deemed to be for the equal benefit, security and protection of the Bonds.

Section 5.2 Severability. If any provision of this First Supplemental Indenture shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions contained in this First Supplemental Indenture, and the same shall not invalidate, impair or affect the enforceability of any other provision or provisions contained in this First Supplemental Indenture.

contained in this First Supplemental Indenture or render the same invalid, inoperative or unenforceable to any extent.

Section 5.3 Payments Due on Saturdays, Sundays and Holidays. If any payment of interest of or principal or redemption premium on the Series 2022 Bonds is due on a date that is not a Business Day, payment shall be made on the next succeeding Business Day with the same force and effect as if made on the date which is fixed for such payment, and no interest shall accrue on such amount for the period after such due date.

Section 5.4 Counterparts. This First Supplemental Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

10

Section 5.5 Governing Law. This First Supplemental Indenture shall be construed in accordance with the provisions of the internal laws of the State of Illinois, without giving effect to any contrary provisions of the laws of the State of Illinois or any other state.

Section 5.6 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 First Supplemental Indenture and not solely to the particular portion in which any such word is used.

Section 5.7 Captions. The captions and headings in this First Supplemental Indenture are for convenience only and in no way define, limit or describe the scope or intent of any provisions or Sections of this First Supplemental Indenture.

[Signature Page Follows]

11

IN WITNESS WHEREOF, the City has caused these presents to be executed in its name and on its behalf by its Chief Financial Officer: and to evidence its acceptance of the trusts created by these presents, the Trustee has caused these presents to be executed in its corporate name and with its corporate seal affixed and attested by its duly authorized officers, as of the date first above written.

CITY OF CHICAGO

By:

Jennie Fluang Bennett Chief Financial
Officer

(SEAL) Attest:

By:

City Clerk

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,
as Trustee

By: _

Authorized Signatory

(SEAL) Attest:

By

Authorized Signatory

Authorized Signatory

[Signature Page to First Supplemental Trust Indenture!]

Exhibit A**(Form of Bond)****UNITED STATES OF AMERICA****CITY OF CHICAGO****SPECIAL ASSESSMENT IMPROVEMENT BOND, REFUNDING SERIES 2022
(LAKESHORE EAST PROJECT)**

INTEREST RATE	MATURITY DATE	ISSUE DATE	CUSIP
%	December 1,	, 2022	
REGISTERED	OWNER:	Cede	& Co.
AMOUNT: \$			PRINCIPAL

The CITY OF CHICAGO (the "City"), a municipal corporation and home rule unit of the State of Illinois, acknowledges itself indebted and for value received hereby promises to pay . solely from the sources herein set forth, to the registered owner specified above, or registered assigns, the principal amount specified above, on the maturity date specified above, upon presentation and surrender of this bond at the New York, New York office of The Bank of New York Mellon Trust Company, N.A. (the "Trustee") and to pay interest on such principal amount from the date hereof until the principal amount hereof shall have been fully paid at the rate per annum specified above, computed on the basis of a 360 day year consisting of twelve 30 day months and payable on June 1, 2022 and semiannually thereafter on the first days of June and December of each year, interest to maturity being payable by check or draft mailed to the registered owner of record hereof, as of the 15th day of the calendar month next preceding such interest payment date, at the address of such registered owner appearing on the registration books maintained by the City for such purpose at the principal corporate trust office of the Trustee or by wire transfer pursuant to an agreement by and between the City and such registered owner. The principal of, premium, if any, and interest on this bond are payable in legal tender of the United States of America.

This bond is one of a duly authorized series of bonds of the City designated "Special Assessment

THIS bond is one of a duly authorized series of bonds of the City designated "Special Assessment Improvement Bonds, Refunding Series 2022 (Lakeshore East Project)" and issued in the aggregate principal amount of \$25,216,000 (the "Bonds") under and pursuant to the provisions of Division 2 of Article 9 of the Illinois Municipal Code, 65 Illinois Compiled Statutes 5/9-2, the Special Assessment Supplemental Bond and Procedures Act, 50 Illinois Compiled Statutes 460, and Section 2-102-075 of the Municipal Code of the City of Chicago and the Local Government Debt Reform Act, 30 Illinois Compiled Statutes 350, and by virtue of an Ordinance adopted by City Council of the City on September 14, 2021 and approved by the Mayor and the Notification of Sale executed pursuant thereto (the "Bond Ordinance"). The Bonds are issued and secured under a Trust Indenture dated as of December 1, 2002, as supplemented and amended by a First

A-1

Supplemental Trust Indenture dated as of February 1, 2022 (the "First Supplement") between the City and the Trustee (together, the "Indenture").

The Bonds are not subject to optional redemption prior to maturity.

The Bonds are subject to mandatory redemption by operation of the Prepayment Account maintained under the Indenture, on any interest payment date, in part and by lot, at a redemption price equal to 100% of the principal amount of the Bonds to be redeemed plus accrued interest to the redemption date.

Notice of the redemption of Bonds will be mailed not less than 30 days nor more than 60 days prior to the date fixed for such redemption to the registered owners of Bonds to be redeemed at their last addresses appearing on such registration books. The Bonds or portions thereof specified in said notice shall become due and payable at the applicable redemption price on the redemption date therein designated, and if, on the redemption date, moneys for payment of the redemption price of all the Bonds or portions thereof to be redeemed, together with interest to the redemption date, shall be available for such payment on said date, and if notice of redemption shall have been mailed as aforesaid (and notwithstanding any defect therein or the lack of actual receipt thereof by any registered owner) then from and after the redemption date interest on such Bonds or portions thereof shall cease to accrue and become payable.

The Bonds are limited obligations of the City payable solely from all right, title and interest of the City in the Trust Estate pledged and assigned under the Indenture and consisting of (i) the Assessment entered by Confirmation Order of the Circuit Court of Cook County, Illinois, entered on November 12, 2002, as amended, (ii) the assessment lien imposed upon real property in the City that is subject to the Assessment and (iii) all funds established by the Indenture, except the Assessee's Credit Fund and any Rebate Fund. Neither the full faith and credit nor the general taxing power of the City is pledged to the payment of the principal of or any premium or the interest on the Bonds.

The Bonds are all equally and ratably secured and entitled to the protection given by the Indenture. Reference is hereby made to the Indenture and to all indentures supplemental thereto for a description of the provisions, among others, with respect to the nature and extent of the security, the rights, duties and obligations of the City, the Trustee and the registered owners of the Bonds, the issuance of Bonds, and the terms upon which said Bonds are issued and secured.

To the extent and in the respects permitted by the Indenture, the provisions of the Indenture or any indenture supplemental thereto, may be modified or amended by action on behalf of the City taken in the manner and subject to the conditions and exceptions prescribed in the Indenture. Pursuant to the First Supplement certain amendments were made to the Indenture which by acceptance of this Bond the Bondholder has been deemed to have consented to. The pledges and other obligations of the City under the Indenture may be discharged at or prior to the maturity of the Bonds

upon the making or provision for the payment thereof on the terms and conditions set forth in the Indenture.

This bond is transferable as provided in the Indenture, only upon the books of the City kept for that purpose at the New York, New York office of the Trustee, by the registered

A-2

owner hereof in person or by his attorney duly authorized in writing, upon surrender hereof together with a written instrument of transfer satisfactory to the Trustee duly executed by the registered owner or such duly authorized attorney, and thereupon the City shall issue in the name of the transferee, a new Bond or Bonds of the same aggregate principal amount, maturity and interest rate as the surrendered Bond, as provided in the Indenture and upon the payment of the charges, if any, therein prescribed. The City and the Trustee may treat and consider the person in whose name this bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal hereof and interest due hereon and for all other purposes whatsoever.

The Bonds are issuable initially in the form of registered bonds in the denominations of \$100,000, or integral multiples of \$1,000 in excess of \$100,000. The Bonds, upon surrender thereof at the New York, New York office of the Trustee with a written instrument of transfer satisfactory to the Trustee, duly executed by the registered owner or his attorney duly authorized in writing, may, at the option of the registered owner thereof, be exchanged for an equal aggregate principal amount of Bonds of any other authorized denominations and of the same maturity.

The Bonds do not constitute an indebtedness or a loan against the general taxing powers or credit of the City, the County of Cook or the State of Illinois within the meaning of any constitutional or statutory provision or limitation.

The registered owner of this bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Indenture, or to institute, appear in or defend any suit or other proceedings with respect thereto except as provided in the Indenture.

This bond shall not be entitled to any benefit under the Indenture or become valid or obligatory for any purpose until the certificate of authentication hereon has been duly executed by the Trustee.

It is hereby certified, recited and declared that this bond is issued in part pursuant to the Local Government Debt Reform Act and the Special Assessment Supplemental Bond and Procedures Act and that all acts, conditions and things required to exist, happen and be performed precedent to and in the execution and delivery of the Indenture and the issuance of this bond, do exist, have happened and have been performed in the time, form and manner required by law and that the issue of bonds of which this bond is one, together with all other indebtedness of the City, is within every debt and other limit prescribed by law.

IN WITNESS WHEREOF, the City of Chicago, has caused this bond to be executed by the manual or facsimile signatures of its Mayor and its City Clerk and its corporate seal, or a facsimile thereof to be impressed or reproduced hereon.

Dated: .2022 CITY OF CHICAGO

(SEAL Attest:

City Clerk

(Form of Certificate of Authentication)

CERTIFICATE OF AUTHENTICATION

This bond is one of the Special Assessment Improvement Bonds. Refunding Series 2022 (Lakeshore East Project), described in the within mentioned Indenture.

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A., as Trustee

By_
Authorized Signatory

A-4

(Form of Assignment) ASSIGNMENT

For value received the undersigned hereby sells, assigns, and transfers unto
the City of Chicago, Illinois, the within mentioned bonds.

the within Bond, and all rights thereunder, and hereby
irrevocably constitutes and appoints attorney to
transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _ Witness:

Exhibit B

**WRITTEN REQUEST FOR DISBURSEMENT OF FUNDS (COSTS OF
ISSUANCE ACCOUNT)**

TO: The Bank of New York Mellon Trust Company, N.A., as Trustee Attention: Corporate
Trust Department Two North LaSalle Street Chicago. Illinois 60602

RE: \$
City of Chicago
Special Assessment Improvement Bonds, Refunding Series 2022 (Lakeshore East
Project)

Amount Requested:

Total Disbursements to Date:

1. Each obligation for which a disbursement is hereby requested is described in reasonable detail in Schedule I hereto together with the name and address of the person, firm, or corporation to whom payment is due, which may include the City for reimbursement of amounts expended, and any other payment instructions.

2. The City hereby certifies that:

A. This written requisition is for payment of costs in connection with the issuance of the above-described Series 2022 Bonds and the specific purpose for which this request is made is described in Schedule I.

B. The disbursement in the amount requested is for payment of a cost which is a proper charge against the Costs of Issuance Account.

C. Payment instructions sufficient to make the requested payment are set forth in Schedule 1.

D. No portion of the amount being requested to be disbursed was set forth in any previous request for disbursement.

All capitalized terms herein shall have the meanings assigned to them in the Trust Indenture for the above-referenced Series 2022 Bonds dated as of December 1, 2002, as supplemented and amended by a First Supplemental Indenture dated as of February 1, 2022 by and between the City of Chicago. Illinois and The Bank of New York Mellon Trust Company, N.A.. as Trustee.

By:
Authorized Officer

B-1

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Appendix B Servicing Agreement

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\$58,933,000 City of Chicago, Illinois Special Assessment Improvement Bonds,
Series 2002 (Lakeshore East Project)

Servicing Agreement

THIS SERVICING AGREEMENT (this "Agreement") dated as of December 1, 2002, is entered into, by BNY Asset Solutions LLC (the "Servicer"), the City of Chicago, a municipality and home rule unit of local government of the State of Illinois (the "City"), and BNY Midwest Trust Company, as Trustee (the "Trustee") under the Trust Indenture dated as of December 1, 2002 (the "Indenture") between the City and the Trustee.

WITNESSETH:

Whereas, the City is a municipality organized and operating as a home rule unit of local government under the Illinois Constitution and the laws of the State including the Illinois Municipal Code, as amended; and

Whereas, pursuant to the provisions of the Illinois Municipal Code and the Act, as hereinafter defined, the City is authorized to, among other things, make local improvements by special assessment; and

Whereas, on June 19, 2002, the Mayor and the City Council of the City (the "Corporate Authorities") adopted an Ordinance of the City (the "Special Assessment Ordinance") providing for the acquisition and construction of a local improvement (the "Improvement") as described and defined in the Special Assessment Ordinance, the cost thereof to be paid by a special assessment (the "Assessment"), as described in a petition filed by the City in the Circuit Court, Cook County, Illinois, County Department, County Division (the "Court") for the levy of the Assessment to pay the cost of the Improvement (the "Proceeding"); and

Whereas, all notices required to date by the Act in connection with the Improvement and the Proceeding have been given; and

Whereas, on November 12, 2002, after first resolving all legal and benefit objections, the Court entered its order of confirmation of the Assessment (the "Confirmation Order") in the Proceeding; 30 days have passed since the entry of the Confirmation Order; and no appeal of the Confirmation Order has been taken; and

Whereas, the estimated total costs of the Improvement as approved in the Confirmation Order are \$78,312,107; and

Whereas, the Board of Local Improvements of the City has filed with the Clerk of Court a notice of the due date of the first installment of the Assessment, which shall be March 1,

2003 (however, no amounts shall be owed with respect to such installment as a result of funds on deposit in the Series 2002 Capitalized Interest Fund created pursuant to the Indenture), and the

date from which interest shall begin to accrue on the Assessment, which is September 1, 2004; and

Whereas, to most advantageously provide for the payment of a portion of the costs of the Improvement, the Corporate Authorities have determined it to be advisable, necessary and convenient to issue special assessment bonds under the Act; and contemporaneously with the execution and delivery of this Agreement, the City has issued its \$58,933,000 aggregate principal amount of Special Assessment Improvement Bonds, Series 2002 (Lakeshore East Project) (the "Bonds") for such purpose; and

Whereas, the Bonds will be payable from the Assessment; and

Whereas, the Bonds will be secured by the Trust Estate as defined in the Indenture, including (i) amounts on deposit in a Debt Service Reserve Account and a General Reserve Fund, and (ii) the Special Assessment Lien; and

Whereas, the City deems it desirable to enter into this Agreement for the purpose of having an agent assist in the billing and collecting of Assessments and amending from time to time the Roll (as defined in the Proceeding); and

Whereas, the execution and delivery of this Agreement has been in all respects duly and validly authorized by ordinance duly adopted and approved by the Corporate Authorities; and

Whereas, the City, the Servicer and the Trustee are willing to accept the duties provided for in this Agreement;

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED, the City, the Servicer and the Trustee agree as follows:

ARTICLE 1 DEFINITIONS AND STATUTORY AUTHORITY

Section 1.1. Definitions. Unless the context otherwise requires, the following terms not previously defined shall, for all purposes of this Agreement and of any certificate, opinion or other document herein mentioned, have the meanings set forth below. In addition, terms not otherwise defined herein shall have the meanings set forth in the Indenture:

"Act" means the Illinois Municipal Code, as amended, including, in particular, the Special Assessment Law.

"Authorized Officer" means the Mayor, the Chief Financial Officer, City Comptroller or City Clerk, and, in addition, any other officer or employee of the City, who is authorized to perform specific acts or duties by ordinance or resolution duly adopted by the Corporate Authorities and any other officer or employee of the City designated by any of the foregoing officers in a written designation delivered to the Trustee and the Servicer including, specifically, the Director of Revenue with respect to the Assessment.

"Bondowners" has the meaning set forth in the Indenture.

"Bojub" has the meaning set forth in the recitals.

"Delinquent Assessment" means a Lot Assessment that has not been paid 30 days after its Due Date.

"Due Date" means for the first installment of an Assessment during any calendar year, March 1; for the second installment of an Assessment during any calendar year, September 1.

"Indenture" means the Trust Indenture, dated as of December 1, 2002, between the City and the trustee, to secure the Bonds.

"Lockbox Account" means the account established at the Lockbox Bank pursuant to a Lockbox Agreement, which account is maintained in the name of, and at the sole control of, the Trustee, into which account shall be deposited payments related to the Assessments and as to which solely the Trustee shall have the ability to withdraw funds.

"Lockbox Agreement" means the Lockbox Agreement among the Trustee, the Servicer and the Lockbox Bank, together with all amendments and supplements thereto or any other Lockbox Agreement entered into pursuant to this Agreement.

"Lockbox Bank" means, initially, Harris Bank and Trust Company, Chicago, Illinois, and any successor Lockbox Bank.

"Lot" means a particular lot, block, tract, parcel of land or condominium unit and related interests in common elements which is assessed on the Roll.

"Lot Assessments" means the several assessments on various Lots which in the aggregate constitute the Assessment.

"Monthly Servicer's Report" means the report prepared by the Servicer pursuant to Section 2.4 hereof.

"Prepayment" means any prepayment in whole or in part of any Lot Assessment.

"Roll" means the assessment roll in the Proceeding, as amended from time to time.

"Servicer" means the servicer of the Assessment acting as an agent of the City, initially being BNY Asset Solutions LLC.

"Servicer Default" means any occurrence or circumstance which with notice or the lapse of time or both would be a Servicer Event of Default under Section 5.1 of this Agreement.

"Servicer Event of Default" means each of the occurrences or circumstances enumerated in Section 5.1 hereof

"Servicer Fee" means the amount payable to the Servicer on the dates and in the amounts set forth in the schedule attached hereto as Exhibit A.

"Services" means the services to be performed by the Servicer pursuant to Article 2 of this Agreement.

"Special Assessment Law" means those pertinent portions of the Illinois Municipal Code, as amended, including expressly Division 2 of Article 9 as modified and supplemented by Section 075 of Title 2, Chapter 102 of the Municipal

Code of Chicago, providing for the making of local improvements by special assessment, as supplemented by the Special Assessment Supplemental Bond and Procedures Act. 50 ILCS 460.

"Special Assessment Liens" means the liens on the Lots securing the Assessment.

"Subcontractor" means any person or entity with whom the Servicer contracts to provide any part of the Services, including subcontractors and subconsultants of any tier, suppliers and materials providers, whether or not in privity with the Servicer.

"Trustee" means the trustee under the Indenture, initially being BNY Midwest Trust Company.

Section 1.2. Authority for this Agreement. The execution and delivery of this Agreement by the City has been duly authorized pursuant to the provisions of the Act.

ARTICLE 2 ADMINISTRATION AND SERVICING OF ASSESSMENT

Section 2.1. Responsibilities of Servicer. The Servicer, for the benefit of the City and the Bondowners, shall be responsible for, and shall, in accordance with servicing procedures set forth in Section 2.2, pursue the managing, servicing, administering and making of collections (but only as provided in Section 2.2 hereof), of the Lot Assessments. The Servicer's responsibilities shall include monitoring and posting of all payments, responding to inquiries of Assesseees, accounting for payment of the Lot Assessments and furnishing monthly and annual statements to the Trustee and the City with respect to payments under the Lot Assessments. The Servicer and the Trustee shall establish the Lockbox Account with the Lockbox Bank pursuant to the Lockbox Agreement. The Servicer shall instruct the Assesseees with respect to the Lot Assessments to send all payments directly to the Lockbox Bank for deposit into the Lockbox Account. The Lockbox Bank shall remit to the Servicer on a weekly basis a report setting forth all payments made under the Lot Assessments including Prepayments and any penalty interest. Individual Assessee payments shall be identified by parcel identification number ("PIN") and address when available and by legal description prior to the availability of the PIN. Each party hereto agrees to hold in trust for the benefit of the Bondowners any payment it receives.

The Servicer, in its own name, shall, and is hereby authorized and empowered by the City, subject to Section 2.2 hereof, to execute and deliver any and all instruments of satisfaction or cancellation, or of partial or full release or discharge, and all other comparable instruments, with respect to the Lot Assessments. Notwithstanding the foregoing, the Servicer shall not, except pursuant to a judicial order from a court of competent jurisdiction, or as otherwise expressly provided in this Agreement, release or waive the right to collect the Lot Assessments.

Section 2.2. Purpose of this Agreement; Summary of Duties. The Servicer shall keep the books and records of account with respect to the Roll and the collection of the Lot Assessments, and shall provide information with respect thereto to the City and the Trustee upon written request within a reasonable amount of time. In furtherance of such undertaking, the Servicer agrees to do the following:

-4-

A. bill the owner of each Lot, with a copy to each record lien holder who has requested in writing a copy of such tax bill and has paid the reasonable charges of the Servicer for providing such copy, the Lot Assessments in accordance with the Special Assessment Law and Section 2.3 of this Agreement;

13. instruct the owner of each Lot to remit to the Lockbox Bank all amounts billed by the Due Dates;

C. mail notice to the owner of each Lot for each Delinquent Assessment within 15 days of it becoming a Delinquent Assessment and a second notice 30 days thereafter if not paid. Such notice shall inform the Lot owner that the Lot will be subject to a tax sale if the delinquency is not cured:

D. obtain to the extent possible from the Cook County Recorder of Deeds a list of record lien holders, and notify such holders who have requested in writing a copy of any Lot Assessment bill and who have paid the reasonable charges of the Servicer for providing notices of any delinquencies and the need for them to cure Delinquent Assessments to protect their interests in the Lots;

E. submit a list of all Delinquent Assessments to the Trustee on or before May 1 and December 1 of each year;

F. submit a report on or before December 15 of each year to the Trustee and the City Department of Revenue setting forth the number of Assesseees and the assessed value of all Lots, and detailing the PIN, address and amount for each Delinquent Assessment, any payments received, the payment date and any amounts still delinquent, all in a format reasonably acceptable to the City and the County of Cook;

G. upon receipt from the City or the County of Cook, submit a report on or before May 1 of each year to the Trustee detailing the status of the sale of any delinquent Special Assessments;

II. promptly calculate the proper amount of Prepayment for each Lot in accordance with Section 513(b) of the Indenture and submit information with respect to such calculation to the Trustee pursuant to Section 513(c) of the Indenture; and

I. promptly undertake such actions and execute and record such documents as are necessary to release or partially release the Special Assessment Lien with respect to each Lot when the amount of any Prepayment has been paid.

Upon the written request of the City, the Servicer shall promptly provide to the City a copy of any notice or report provided by the Servicer pursuant to the terms of this Agreement.

Section 2.3. Billing Procedures. The Servicer shall mail Lot Assessment bills to owners of Lots no later than February 1 and August 1 of each year, commencing February 1, 2005, with a copy to each record lien holder who has requested in writing a copy be delivered to it and has paid the reasonable charges of the Servicer for providing such copy. Each bill shall delineate the portion thereof attributable to principal and interest on the Assessment and

delineate the pro rata credit available in the Assessee's Credit Fund pursuant to Section 514 of the Indenture.

Section 2.4. Monthly Reports. No later than 15 days after the end of each month commencing April 15, 2005, the Servicer shall deliver the Monthly Servicer's Report to the City and the Trustee. The Monthly Servicer's Report shall set forth the name, address, PIN, amounts billed and amounts collected for each Lot for the current calendar year.

Section 2.5. Parcel Research; Amendments of the Roll. The Servicer shall research and identify semi-annually, prior to mailing the Lot Assessment bills, any parcel subdivisions and changes in ownership of property to verify the validity of the PINs for the Lots and shall review the County Assessor's parcel maps to compile a list of the PINs which will be valid for the following Lot Assessment bill. The Servicer shall prepare updates to the Roll and assist the City and its employees, agents and attorneys, as are necessary to amend the Roll from time to time as necessary to reflect additional Lots, Prepayments or abatements of Lot Assessments. Upon the amendment of the Roll the Servicer shall verify

that the sum of the Lot Assessments on the various Lots equals the Assessment, and shall provide copies of any amendment to the City and the Trustee.

Section 2.6. Reference to Special Assessment Law. Notwithstanding any other provision of this Agreement, the provisions of the Special Assessment Law, including particularly Section 9-2-37 shall govern the amendment of the Roll.

Section 2.7. Servicer's Compensation. As compensation for the performance of its obligations under this Agreement the Servicer shall be entitled to receive the Servicer Fee. The Servicer Fee shall be paid on the dates and in the amounts set forth in Exhibit A and shall terminate on the first to occur of (i) the release of the lien securing the last Lot Assessment or (ii) the defeasance of the Bonds. The Servicer Fee shall be paid by the Trustee to the Servicer from the Funds specified and in the priority as set forth in the Indenture.

ARTICLE 3 SERVICER REPRESENTATIONS AND WARRANTIES

Section 3.1. Representations and Warranties. The Servicer hereby makes the following representations and warranties as of the date of issuance of the Bonds, which shall survive the date hereof:

a) The Servicer has been duly organized and is validly existing and in good standing as a limited liability company under the laws of the State of Delaware, with requisite corporate power and authority to perform its obligations under this Agreement, and to transact the business in which it is now engaged.

b) The Agreement has been duly authorized, executed and delivered by the Servicer and constitutes the valid and legally binding obligation of the Servicer enforceable against the Servicer in accordance with its terms, subject as to enforcement to any bankruptcy, insolvency, reorganization and other similar laws of general applicability relating to or affecting creditors' rights generally and to general principles of equity regardless of whether enforcement is sought in a court of equity or law.

c) There are no proceedings or investigations pending or, to the knowledge of the Servicer, threatened against or affecting the Servicer or any subsidiary in or before any court, governmental authority or agency or arbitration board or tribunal which if adversely determined would materially adversely affect the business condition (financial or otherwise) of the Servicer or which would impair the ability of the Servicer to perform its obligations hereunder. The Servicer is not in default with respect to any order of any court, governmental authority or agency or arbitration board or tribunal.

- d) The Servicer (i) is not in violation of any laws, ordinances, governmental
- d) rules or regulations to which it is subject, (ii) has not failed to obtain any licenses,
- d) permits, franchises or other governmental authorizations necessary to the ownership of its
- d) property or to the conduct of its business, and (iii) is not in violation of any term of any
- d) agreement, charter, bylaw or instrument to which it is a party or by which it may be
- d) bound, which violation or failure could materially adversely affect the ability of the

- d) Servicer to perform its obligations hereunder or the business or condition (financial or
- d) otherwise) of the Servicer and its subsidiaries. _ .

(c) The Servicer is not an investment company which is required to register under the Investment Company Act of 1940, as amended.

(1) No default or event that, with the passage of time or giving of notice, or both, would become a Servicer Event of Default with respect to the Servicer or, to the best of the Servicer's knowledge, of any Subcontractor has occurred and is continuing on the date hereof.

g) The Servicer will not knowingly use the services of any ineligible consultant or Subcontractor for any purpose in the performance of Services.

h) The Servicer and, to the best of the Servicer's knowledge, its Subcontractors have not been deemed by the Chief Procurement Officer of the City to have, within 5 years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the City.

- (i) The Servicer and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of Section 2-92-320 of Chapter 2-92 of the Municipal Code of Chicago, and in connection with it, and additionally in connection with the Illinois Criminal Code. 720 ILCS 5/33F as amended, and the Illinois Municipal Code. 65 ILCS 5/11-42.1-1.

(j) The Servicer acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under Article 5.

(k) The Servicer is appropriately licensed to perform its obligations under this Agreement under all applicable laws and regulations. The Illinois Collection Agency Act (225 ILCS 425. et seq.) does not apply to the Servicer.

Section 3.2. Ethics. In addition to the foregoing warranties and representations, the Servicer warrants:

- a) no officer, agent or employee of the City is employed by the Servicer or has a financial interest directly or indirectly in this Agreement or the compensation to be paid under this Agreement except as may be permitted in writing by the Board of Ethics established under the Municipal Code of Chicago (Chapter 2-156).
- b) to the best of the Servicer's knowledge, no payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any Subcontractors to the Servicer or higher tier Subcontractors or anyone associated with them, as an inducement for the award of a subcontract or order.

The Servicer further acknowledges that any agreement entered into, negotiated or performed in violation

of any of the provisions of Chapter 2-156 is voidable as to the City.

ARTICLE 4 CERTAIN COVENANTS

Section 4.1. Further Assurances. At any and all times the City shall, as far as it may be authorized by law, comply with any reasonable request of the Servicer or the trustee to pass, make, do, execute, acknowledge and deliver, all such further ordinances, resolutions, acts, deeds, conveyances, assignments, transfers and assurances as may be necessary or desirable for the better administration of the duties required of the parties hereunder.

Section 4.2. Trustee to Cooperate, Provide Information, Etc. The Trustee shall promptly supply all documents and information to the Servicer and the City as are necessary or advisable to the carrying out of the Servicer's duties, including, expressly, all amendments or supplements to the Indenture permissible under the terms of the Indenture. The Trustee shall on January 2 of each year calculate and provide to the Servicer and the City the amount then on deposit to the credit of the Annual Interest Credit Account of the Assessee's Credit Fund pursuant to Section 514(a) of the Indenture.

Section 4.3. Indemnification.

(a) The Servicer hereby agrees to indemnify and keep and hold harmless the City, its officers, representatives, elected and appointed officials, agents and employees from and against any and all Losses, including those related to:

i) The Servicer's failure to perform or cause to be performed the Servicer's covenants and obligations as and when required under this Agreement, including the Servicer's failure to perform its obligations to any Subcontractor (but only to the extent such failure to perform results in any Losses as a result of a third party suit or action against the City); and

ii) the City's exercise of its rights and remedies under Section 5.2 of this Agreement.

b) "Losses" means, individually and collectively, liabilities of every kind, including losses, damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorneys' fees and disbursements), claims, demands, actions, suits, proceedings, judgments or settlements, any or all of which in any way arise out of or relate to the Servicer's breach of this Agreement (but only to the extent such breach results in any liability, damage or other Loss as a result of a third party-suit or action against the City) or to the Servicer's negligent or otherwise wrongful acts or omissions or those of its officers, agents, employees, consultants, subcontractors or licensees.

c) At the City Corporation Counsel's option, the Servicer must defend all suits brought upon all such Losses and must pay all reasonable costs and expenses incidental to them, but the City has the right, at its option, to participate, at its own cost, in the defense of any suit, without relieving the Servicer of any of its obligations under this Agreement. Any settlement must be made only with the prior written consent of the City Corporation Counsel, if the settlement requires any action on the part of the City.

d) The indemnities in this section survive expiration or termination of this Agreement for matters occurring or arising during the term of this Agreement or as the result of or during the Servicer's performance of the Services beyond the term. The Servicer acknowledges that the requirements set forth in this section to indemnify, keep and save harmless and defend the City are apart from and not limited by the Servicer's duties

under this Agreement.

Section 4.4. Compliance With All Laws. The Servicer must observe and comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later and whether or not they appear in this Agreement, including those set forth in this Section 4.4, and the Servicer must pay all taxes and obtain all licenses, certificates and other authorizations required by them. The Servicer must require all Subcontractors to do so, also. At the City's request, the Servicer must incorporate into this Agreement, by reference or by setting forth at length, at the option of the City, all statutes, rules and regulations that may now or later be required to be included by any federal, state or local agency. Further, the Servicer must execute and must cause any Subcontractors to execute an Economic Disclosure Statement (including disclosure of retained parties) in the form attached to this Agreement as Exhibit B. Notwithstanding acceptance by the City of an Economic Disclosure Statement, failure of the Economic Disclosure Statement to include all information required under the Municipal Code renders this Agreement voidable at the option of the City.

a) City Nondiscrimination Requirements. The Servicer must comply with, and the procedures the Servicer utilizes and the Services the Servicer provides under this Agreement must comply with, the Chicago Human Rights Ordinance, ch. 2-160, Section 2-160-010. et seq. of the Municipal Code of Chicago (1990). as amended, and all other applicable City ordinances and rules. Further, the Servicer must furnish and must cause each of its Subcontractors to furnish such reports and information as requested by the Chicago Commission on Human Relations.

b) Inspector General. It is the duty of any bidder, proposer or the Servicer, all Subcontractors, every applicant for certification of eligibility for a City contract or

-9-

program, and all officers, directors, agents, partners and employees of the bidder, proposer, the Servicer, Subcontractor or such applicant to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code of Chicago. The Servicer understands and will abide by all provisions of Chapter 2-56 of the Municipal Code of Chicago. All subcontracts must inform Subcontractors of the provision and require understanding and compliance with it.

c) MacBride Ordinance. The City of Chicago, through the passage of the MacBride Principles Ordinance, seeks to promote fair and equal employment opportunities and labor practices for religious minorities in Northern Ireland and provide a better working environment for all citizens in Northern Ireland.

In accordance with Section 2-92-580 of the Municipal Code of the City of Chicago, if the primary contractor conducts any business operations in Northern Ireland, the contractor must make all reasonable and good faith efforts to conduct any business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390 (1988 Ill. Laws 3220).

The provisions of this Section 4.4(c) do not apply to contracts for which the City receives funds administered by the United States Department of Transportation, except to the extent Congress has directed that the Department of Transportation not withhold funds from states and localities that choose to implement selective purchasing policies based on agreement to comply with the MacBride Principles for Northern Ireland, or to the extent that such funds are not otherwise withheld by the Department of Transportation.

d) Business Relationships with Elected Officials. Pursuant to Section 2-156-030(b) of the Municipal Code

of the City of Chicago, it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected official has a business relationship, or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a business relationship. Violation of Section 2-156-(j)(30)(b) by an elected official with respect to this Agreement is grounds for termination of this Agreement. The term business relationship is defined in Section 2-156-080 of the Municipal Code of Chicago.

Section 2-156-080 defines a "business relationship" as any contractual or other private business dealing of an official, or his or her spouse, or of any entity in which an official or his or her spouse has a financial interest, with a person or entity which entitles an official to compensation or payment in the amount of \$2,500 or more in a calendar year: provided, however, a financial interest shall not include: (i) any ownership through purchase at fair market value or inheritance of less than one percent of the shares of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the value of or dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended; (ii) the authorized compensation paid to an official or employee for his office or employment;

-10-

(iii) any economic benefit provided equally to all residents of the City; (iv) a time or demand deposit in a financial institution; or (v) an endowment or insurance policy or annuity contract purchased from an insurance company. A "contractual or other private business dealing" shall not include any employment relationship of an official's spouse with an entity when such spouse has no discretion concerning or input relating to the relationship between that entity and the City.

(e) Chicago "Living Wage" Ordinance. Section 2-92-610 of the Municipal Code of Chicago requires eligible contractors and their subcontractors to pay a living wage (currently \$7.60 per hour minimum base wage) to covered employees employed in the performance of this Agreement. The Servicer is an eligible contractor if at any time during the performance of this Agreement, the Servicer has 25 or more full-time employees. If the Servicer is, or becomes, eligible, the Servicer and the Subcontractors must pay at least the base wage to covered employees. Covered employees are: security guards (but only if the Servicer and the Subcontractors employ in the aggregate 25 or more of them) and, in any number, parking attendants, day laborers, home and health care workers, cashiers, elevator operators, custodial workers and clerical workers. Section 2-92-610 does not apply to not-for-profit corporations with federal 501(c)(3) tax exempt status. Also, if the work being done under this Agreement is subject to payment of prevailing wages, and the prevailing wages are higher than the base wage, then prevailing wage rates apply and must be paid.

ARTICLE 5 TERMINATION OF SERVICER

Section 5.1. Servicer Events of Default. Any of the following acts or occurrences shall constitute a Servicer Event of Default:

i) any failure by the Servicer to perform any of the duties set forth in Section 2.2, paragraphs A through E, and Section 2.3;

ii) any failure by the Servicer to perform any of the other duties of the Servicer set forth in Article 2, which failure or breach continues unremedied for a period of 5 days after the date on which (a) such duty is required to be performed as set forth in such Article 2 or (b) written notice of such failure shall have been given

to the Servicer by the Trustee or the City:

iii) any representation or warranty of the Servicer, in its capacity as Servicer, proves to have been false or misleading when made in any material respect;

iv) any failure on the part of the Servicer to duly observe or perform in any material respect any other covenants or agreements of the Servicer set forth in this Agreement, which failure or breach continues unremedied for a period of 30 days after the date on which the Servicer becomes aware of such failure or breach or written notice of such failure or breach shall have been given to the Servicer by the Trustee or the City;

v) any assignment by the Servicer of its duties or rights under this Agreement, except as specifically permitted by Section 6.9 hereof, or any attempt to make such an assignment:

-11-

vi) the entry of a decree or order for relief by a court having jurisdiction in respect of the Servicer or a petition against the Servicer in an involuntary case under any federal bankruptcy laws, as now or hereafter in effect, or any other present or future federal or state bankruptcy, insolvency or similar laws, or a court of competent jurisdiction shall enter an order, judgment or decree appointing a receiver, liquidator, assignee, trustee, custodian, sequestrator or other similar official for the Servicer or for any substantial part of the property of the Servicer or ordering the winding up or liquidation of the affairs of the Servicer and the continuance of any such decree or order unstayed and in effect, or failure for such petition to be dismissed, for a period of 60 consecutive days;

vii) the commencement by the Servicer of a voluntary case under any federal bankruptcy laws, as now or hereafter in effect, or any other present or future federal or state bankruptcy, insolvency, reorganization or similar law, or the consent by the Servicer to the appointment of or taking possession by a conservator, receiver, liquidator, assignee, trustee, custodian, sequestrator or other similar official in any insolvency, readjustment of debt, marshalling of assets and liabilities, bankruptcy or similar proceedings of or relating to the Servicer or relating to a substantial part of the property of the Servicer, or the making by the Servicer of an assignment for the benefit of creditors, or the failure by the Servicer generally to pay its debts as such debts become due or if the Servicer shall admit in writing its inability to pay its debts as such debts become due, or the taking of corporate action by the Servicer in furtherance of any of the foregoing;

viii) The default by the Servicer under any other agreement it may presently have or may enter into with the City during the term of this Agreement. The Servicer acknowledges and agrees that in the event of a default under this Agreement, the City may also declare a default under any such other agreements; or

ix) The repeated or continued violations by the Servicer of City ordinances unrelated to performance under the Agreement that, in the opinion of the Director of Revenue, indicate a willful or reckless disregard for City laws and regulations.

Section 5.2. Remedies. So long as a Servicer Event of Default shall have occurred and shall not have been remedied, the City may, by notice (the "Servicer Termination Notice") given in writing to the Servicer and the Trustee, terminate all, but not less than all, of the rights and obligations of the Servicer under this Agreement.

On or after the receipt by the Servicer of a Servicer Termination Notice, all authority and power of the Servicer under this Agreement shall pass to and be vested in the successor servicer appointed by the City and, without limitation, such successor servicer is hereby authorized and empowered to execute and deliver, on behalf of the Servicer, as attorney

-in-fact or otherwise any and all documents and other instruments, and to do or accomplish all other acts or things necessary or appropriate to effect the purposes of such Servicer Termination Notice. The Servicer agrees to cooperate with the trustee and the successor servicer in effecting the termination of the responsibilities and rights of the Servicer hereunder. Upon any such termination, the Servicer shall be paid any outstanding fees for Services rendered through the

-12-

date of termination, provided that such fees shall be payable by the City solely from amounts on deposit in the Indenture.

In addition, the City shall have the right to deem the Servicer non-responsible in future contracts to be awarded by the City.

ARTICLE 6 MISCELLANEOUS

Section 6.1. Preservation and Inspection of Documents. All documents received by the Servicer under the provisions of this Agreement shall be retained in its possession and shall be subject at all reasonable times to the inspection of the Trustee and the City and shall, upon request, be duplicated and provided to the Trustee and the City.

Section 6.2. Parties Interested Herein. Except as provided in Section 6.16 of this Agreement, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon, or to give to, any person, corporation or entity, other than the City, the Servicer and the Trustee any right, remedy or claim under or by reason of this Agreement or any covenant, condition or stipulation thereof; and all the covenants, stipulations, promises and agreements in this Agreement made or to be performed by and on behalf of the Servicer shall be for the sole and exclusive benefit of the City and the Trustee.

Section 6.3. Limitation on Liability of the Servicer. Neither the Servicer nor any of the officers, directors, employees, members, managers or agents of the Servicer shall be under any liability for any action taken or for refraining from the taking of any action in its capacity as Servicer pursuant to this Agreement, provided, however, that this provision shall not protect the Servicer or any such person against any liability imposed by reason of the Servicer's own willful misconduct, bad faith or negligence in the performance of its duties hereunder. The Servicer and any officer, director, employee, members, managers or agent of the Servicer may rely in good faith on any document of any kind prima facie properly executed and submitted by the City or the Trustee. No implied covenants or obligations shall be read into this Agreement against the Servicer. If the Servicer performs any activities beyond the requirements of this Agreement, the Servicer shall have the option but will not be required to perform such activities in the future.

Section 6.4. Resignation of the Servicer; Removal of the Servicer. Upon 30 days' prior written notice to the City and the Trustee, the Servicer may resign from the duties and obligations imposed on it by this Agreement; provided, no such resignation shall become effective until a successor servicer shall have assumed the responsibilities and obligations of the Servicer hereunder. The City may, at any time upon 30 days' prior written notice to the Trustee and the Servicer, remove the Servicer and terminate this Agreement or any portion of the Services to be performed by the Servicer hereunder: provided that no such removal shall become effective until a successor servicer shall have been appointed by the City to perform such services. If no successor servicer has been appointed within 60 days of any resignation or removal of the Servicer, the Servicer may petition a court of competent jurisdiction for the appointment of a successor

servicer.

Section 6.5. Severability of Invalid Provisions. If any one or more of the covenants or agreements provided in this Agreement on the part of the Servicer, the City or the Trustee to be performed should be contrary to law, then such covenant or covenants or agreement or agreements shall be deemed severable from the remaining covenants and agreements, and shall in no way affect the validity of the other provisions of this Agreement.

Section 6.6. Holidays. If the date for making any payment or the last date for performance of any act or the exercising of any right, as provided in this Agreement, shall be a legal holiday or a day on which banking institutions in the municipality in which is located the principal corporate trust office of the Servicer or the Trustee are authorized by law to remain closed, such payment may be made or act performed or right exercised on the next succeeding day not a legal holiday or a day on which such banking institutions are authorized by law to remain closed, with the same force and effect as if done on the nominal date provided in this Agreement, and no interest shall accrue for the period after such nominal date.

Section 6.7. Actions, Approvals and Determinations by the City. Except as otherwise specifically provided in this Agreement, any action, approval or other determination to be made, given or taken by the City shall be validly made, given or taken if made, given or taken by the Corporate Authorities, or any committee of said Corporate Authorities or any officer of the City to which the Corporate Authorities have lawfully delegated the power to make, give or take such action, approval or other determination. The fact that any such delegation shall have been made by the Corporate Authorities shall be conclusively proved by a certificate of the City Clerk to that effect.

Section 6.8. Notices. Except as otherwise provided herein, all notices, requests, demands and other communications required or permitted under this Agreement shall be deemed to have been duly given if personally delivered in writing or mailed, first class, postage prepaid, as follows:

- A. If to the City: City Hall, Room 107
121 North LaSalle Street Chicago, Illinois 60606
Attention: Director of Revenue
- with a copy to: The Department of Law-
City Hall
121 North LaSalle Street Chicago.
Illinois 60606
Attention: Finance and Economic Development Division

-14-

B. If to the Trustee:

BNY Midwest Trust Company 2 North LaSalle Street. Suite
1020 Chicago, Illinois 60602 Attention: Corporate Trust
Department

C. If to the Servicer:

BNY Asset Solutions LLC 600 East Las Colinas
Boulevard Suite 1300 Irving, Texas 75039
Attention: Risk Management

or to such other person or addresses as the respective party hereafter designates in writing to the other parties hereto. Notices personally delivered will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated as often (TO) business days after mailing.

Section 6.9. Assignment. The obligations and rights of the parties hereto may not be assigned in whole or in part except with the prior written consent of the City.

Notwithstanding the foregoing, the Servicer may assign its rights and obligations hereunder to an entity buying substantially all of its assets so long as the surviving or acquiring entity executes an assignment and assumption agreement in form and substance satisfactory to the City and the Trustee.

Section 6.10. Conflicts of Interest. No member of the governing body of the City or other unit of government and no other officer, employee or agent of the City or other unit of government who exercises any functions or responsibilities in connection with the Services is permitted to have any personal interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no alderman of the City or City employee is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it.

Section 6.11. Non-Liability of Public Officials. The Servicer and any assignee or Subcontractor must not charge any official, employee or agent of the City personally with any liability or expenses of defense or hold any official, employee or agent of the City personally liable to them under any term or provision of this Agreement or because of the City's execution, attempted execution or any breach of this Agreement.

Section 6.12. Right to Offset. In connection with Section 2-92-380 of the Municipal Code of Chicago:

(i) In accordance with Section 2-92-380 of the Municipal Code of Chicago and in addition to any other rights and remedies (including any of set-off) available to the City under this Agreement or permitted at law or in equity, the City is entitled to set off a portion of the price or compensation due under this Agreement in an amount equal to the amount of the fines and penalties for each outstanding parking violation complaint and/or the amount of any debt owed by the Servicer to the City. For purposes of this Section 6.12, "outstanding parking violation complaint" means a parking ticket, notice of parking violation or parking violation complaint on which no

payment has been made or

appearance held in the Circuit Court of Cook County within the time specified on the complaint. "Debt" means a specified sum of money owed to the City for which the period granted for payment has expired.

(ii) Notwithstanding the provisions of subsection (i) above, no such debt(s) or outstanding parking violation complaint(s) will be offset from the price or compensation due under this Agreement if one or more of the following conditions are met:

A. The Servicer has entered into an agreement with the Department of Revenue, or other appropriate City department, for the payment of all outstanding parking violation complaints and/or debts owed to the City and the Servicer is in compliance with the agreement; or

B. The Servicer is contesting liability for or the amount of the debt in a pending administrative or judicial proceeding; or

C. The Servicer has filed a petition in bankruptcy and the debts owed the City are dischargeable in bankruptcy.

Without breaching this Agreement, the City may set off a portion of the price or compensation due under this Agreement in an amount equal to the amount of any liquidated or unliquidated claims that the City has against the Servicer unrelated to this Agreement. When the City's claims against the Servicer are finally adjudicated in a court of competent jurisdiction or otherwise resolved, the City will reimburse the Servicer to the extent of the amount the City has offset against this Agreement inconsistently with such determination or resolution.

Section 6.13. Governing Law and Jurisdiction. This Agreement is governed as to performance and interpretation in accordance with the laws of the State of Illinois.

The Servicer irrevocably submits itself to the original jurisdiction of those courts located within the County of Cook, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Agreement. Service of process on the Servicer may be made, at the option of the City, either by registered or certified mail addressed to the applicable office as provided for in this Agreement, by registered or certified mail addressed to the office actually maintained by the Servicer, or by personal delivery on any officer, director, or managing or general agent of the Servicer. If any action is brought by the Servicer against the City concerning this Agreement, the action must be brought only in those courts located within the County of Cook, State of Illinois.

-16-

Section 6.14. Independent Contract or. This Agreement is between the City and an independent contractor and nothing provided for under this Agreement constitutes or implies an employer-employee relationship such that:

a) The City will not be liable under or by reason of this Agreement for the payment of any compensation award or damages in connection with the Servicer performing the Services required under this Agreement.

b) The Servicer is not entitled to membership in the City of Chicago Pension Fund. Group Medical Insurance Program, Group Dental Program, Group Vision Care, Group Life Insurance Program. Deferred Income Program, vacation, sick leave, extended sick leave, or any other benefits ordinarily provided to individuals employed and paid through the regular payrolls of the City of Chicago.

c) The City of Chicago is not required to deduct or withhold any taxes, FICA or other deductions from any compensation provided to the Servicer.

Section 6.15. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be regarded for all purposes as an original; and such counterparts shall constitute but one and the same instrument.

Section 6.16. Third-Party Beneficiary .The Bondowners are express third-party beneficiaries to this Agreement.

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IN WITNESS WHEREOF, the City, the Servicer and the Trustee have caused this Servicing Agreement to be duly executed by their respective officers thereunto duly authorized as of the date and year first above written.

CITY OF CHICAGO

By

Name: Title:

BNY ASSET SOLUTIONS LLC, as Servicer

By

Name: Title:

BNY MIDWEST TRUST COMPANY, as Trustee

By

Name: Title:

10

-1S-

Exhibit A

850,000 Lump Sum

This fee pertains to the period during which the Servicer shall prepare updated Assessment Rolls and assist the City in amending the Roll from time to time. This fee will be paid out of the Costs of Issuance Account as of the date of the Servicing Agreement.

This fee will be paid semi-annually on each June 1 and December 1 commencing on June 1, 2005. BNY AS may increase this fee at five year intervals beginning March 1, 2010 for increases in the Consumer Price Index during the preceding five-year period.

Account Adjustment Fee

BNYAS will be paid a fee for each addition and deletion of a tax account to compensate it for adjusting its servicing system to record such additions and deletions as the Project's original eighteen (18) parcels are subdivided into new, additional tax accounts.

Tax Certificates/Prepayments/Releases

BNYAS may charge Lot owners a market-rate fee equivalent to that charged by taxing authorities and title companies for producing written tax certificates and/or special assessment full or partial prepayment statements to facilitate taxpayers' sales or refinancing of Lots, or full or partial prepayments of assessments and accompanying releases. BNYAS will periodically survey the Chicago market to ensure that tax certificates, payoff statements and releases are being charged at a market rate.

Out-of-Pocket Reimbursements

BNYAS shall be reimbursed for the following:

- Reasonable and necessary legal and travel expenses
- Copying and delivery charges for copies of documents or reports requested by the City, County or Trustee other than those that are required to be delivered under Section 2.2. A-1.
- All charges associated with the Lockbox Account

If the fees and/or reimbursements cannot be paid when due as a result of insufficient funds in the Making and Levying fund, such unpaid amounts will accrue interest from the date when due at the Wall Street Journal Prime Rate and be paid when funds are next available in the Making and Levying Fund.

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**525,216,000 CITY OF CHICAGO, ILLINOIS SPECIAL ASSESSMENT IMPROVEMENT BONDS,
REFUNDING SERIES 2022
(LAKESHORE EAST PROJECT)**

FIRST SUPPLEMENTAL SERVICING AGREEMENT

THIS FIRST SUPPLEMENTAL SERVICING AGREEMENT (this "First Supplemental Servicing Agreement") dated as of February 1, 2022, is entered into by The Bank of New York Mellon, as successor to BNY Asset Solutions LLC (the "Servicer"), the City of Chicago (the "City"), a municipality and home rule unit of local government of the State of Illinois (the "State"), and The Bank of New York Mellon Trust Company, N.A., as successor Trustee to BNY Midwest Trust Company (the "Trustee"), under the Trust Indenture dated as of December 1, 2002 (the "Original Indenture"), as supplemented and amended by that certain First Supplemental Trust Indenture between the City and the Trustee dated as of February 1, 2022 (the "Bond Indenture" and together with the Original Indenture, the "Indenture") between the City and the Trustee and supplements and amends the Servicing Agreement dated as of December 1, 2002 (the "Original Agreement") entered into in connection with the Prior Bonds (as hereinafter defined).

W I T N E S S E T H:

WHEREAS, the City is a municipal corporation and home rule unit of the State authorized pursuant to Article 9 of the Illinois Municipal Code, 65 Illinois Compiled Statutes 5/9-2, and the Special Assessment Supplemental Bond and Procedures Act, 50 Illinois Compiled Statutes 460 (the "Act"), as modified and supplemented by Section 075 of Title 2, Chapter 102 of the Municipal Code of Chicago (the "Municipal Code"), to undertake a local improvement by special assessment and to issue special assessment improvement bonds to finance the cost of such local improvement; and

WHEREAS, on June 19, 2002, the City Council of the City (the "City Council") adopted an Ordinance of the City (the "Special Assessment Ordinance") which was published in the Journal of Council Proceedings (the "Journal") for such date at pages 88043 through 88202, inclusive, providing for the acquisition and construction of a local improvement (the "Improvement") as described and defined in the Special Assessment Ordinance, the cost thereof to be paid by a special assessment (the "Assessment"), as described in a petition filed by the City in the Circuit Court, Cook County, Illinois, County Department, County Division (the "Court") for the levy of the Assessment to pay the cost of the Improvement (the "Proceeding"); and

WHEREAS, all notices required by the Act in connection with the Improvement and the Proceeding were given; and

WHEREAS, on November 12, 2002, after first resolving all legal and benefit objections, the Court entered its order of confirmation of the Assessment (the "Confirmation Order") in the Proceeding; 30 days passed since the entry of the Confirmation Order; and no appeal of the Confirmation Order was taken; and

WHEREAS, to most advantageously provide for the payment of a portion of the costs of the Improvement, the City issued its \$58,933,000 aggregate original principal amount of Special Assessment Improvement Bonds, Series 2002 (Lakeshore East Project) (the "Prior Bonds") for such purpose; and

WHEREAS, the City has determined it is advantageous to provide for the refunding of the Prior Bonds to achieve debt service savings and the City Council have approved the issuance of \$25,216,000 aggregate principal amount of Special Assessment Improvement Bonds, Refunding Series 2022 (Lakeshore East Project) the ("Series 2022 Bonds") for the purpose of refunding the Prior Bonds; and

WHEREAS, the Series 2022 Bonds will be payable from the Assessment; and

WHEREAS, the Series 2022 Bonds will be secured by the Trust Estate as defined in the Indenture, including (i) amounts on deposit in a Debt Service Reserve Account and a General Reserve Fund, and (ii) the Special Assessment Lien; and

WHEREAS, the City deems it desirable to enter into this First Supplemental Servicing Agreement for the purpose of amending the Original Agreement as provided herein and for having an agent assist in the billing and collecting of Assessments and amending from time to time the Roll (as defined in the Proceeding); and

WHEREAS, the execution and delivery of this First Supplemental Servicing Agreement has been in all respects duly and validly authorized by ordinance duly adopted and approved by the City Council;

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED, the City, the Servicer and the Trustee agree as follows:

Section 1. Amendment to Definitions.

a) The following defined terms set forth in Section 1.1 of the Original Agreement are hereby amended and restated to read as follows:

"Bonds" means the \$25,216,000 aggregate principal amount of Special Assessment Improvement Bonds, Refunding Series 2022 (Lakeshore East Project).

"Indenture" means the Trust Indenture, dated as of December 1, 2002, as supplemented and amended by that certain First Supplemental Trust Indenture dated as of February 1, 2022 between the City and the Trustee, to secure the Bonds.

"Servicer Fee" means the amount payable to the Servicer on the dates and in the amounts set forth in the schedule attached to the First Supplemental Servicing Agreement as Exhibit A.

b) The following defined term is hereby added to Section 1.1 of the Original Agreement:

"First Supplemental Servicing Agreement" means the First Supplemental Servicing Agreement dated as of February 1, 2022, among the City, the Trustee and the Servicer, amending and supplementing the Servicing Agreement dated as of December 1, 2002.

Section 2. Amendments to Section 2.2 Purpose of this Agreement; Summary of

Duties:

a) Section 2.2 (C) of the Servicing Agreement is hereby deleted and replaced with "Reserved".

b) Section 2.2 (I) of the Servicing Agreement is hereby amended and restated to read as follows:

Parties will undertake such actions and execute and deliver such documents as are necessary to release the Special Assessment Lien with respect to each Lot when the amount of any Prepayment has been made in full. Servicer shall prepare payoff statement and advise the Trustee, the Assessee and the City. City shall prepare and execute the Release of Lien, and the Owner shall record the Release of Lien.

c) A new Section 2.2 (J) is hereby added to the Servicing Agreement to read as follows:

Annually on or before December 1, the Servicer shall update the information contained in the chart entitled "Special Assessment Levy and Collections" in the same form as set forth in the Limited Offering Memorandum and submit the form to the Trustee for further dissemination.

Section 3. Amendment to Section 2.7 Servicer's Compensation. Section 2.7 of the Original Agreement is hereby amended and restated to read as follows:

"As compensation for the performance of its obligations under this Agreement the Servicer shall be entitled to receive the Servicer Fee. The Servicer Fee shall be paid on the dates and in the amounts set forth in Exhibit A to the First Supplemental Servicing Agreement and shall terminate on the first to occur of (i) the release of the lien securing the last Lot Assessment or (ii) the defeasance of the Bonds in accordance with the Indenture. The Servicer Fee shall be paid by the Trustee to the Servicer from the Funds specified and in the priority as set forth in the Indenture."

Section 4. Amendment to Section 6.8 Notices. Section 6.8 of the Original Agreement is hereby amended and restated to read as follows:

Section 6.8. Notices. Except as otherwise provided herein, all notices, requests, demands and other communications required or permitted under this Agreement shall be deemed to have been duly given if personally delivered in writing or mailed, first class, postage prepaid, as follows:

- A. If to the City: City of Chicago. Department of Finance
121 North LaSalle Street. Room 700 Chicago. Illinois
60602 Attention: Chief Financial Officer
- with a copy to: City of Chicago Department of Law
121 North LaSalle Street, Room 600 Chicago. Illinois
60602
Attention: Finance and Economic Development Division
- B. If to the Trustee: The Bank of New York Mellon Trust Company
2 North LaSalle Street. Suite 1020
Chicago, Illinois 60602
Attention: Corporate Trust Department
- C. If to the Servicer: The Bank of New York Mellon

2001 Bryan Street, 10th Floor Dallas, Texas
75201
Attention: Commercial Servicing Group

or to such other person or addresses as the respective party hereafter designates in writing to the other parties hereto. Notices personally delivered will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated as of ten (10) business days after mailing.

Section 5. Amendments to Article 4. The following additional representations, warranties and covenants are hereby added to the end of Article 4 of the Original Agreement to read as follows:

Section 4.4. Compliance with All Laws Generally

Servicer must observe and comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later and whether or not they appear in this Agreement, including those set forth in this Section 4.4, and Servicer must pay all taxes and obtain all licenses, certificates and other authorizations required by them. Servicer must require all Subcontractors to do so, also. Further, Servicer must execute an Economic Disclosure Statement and Affidavit ("EDS") in the form attached to this Agreement as Exhibit B. and such EDS is incorporated by reference as though fully set forth in this Agreement. Notwithstanding acceptance by the City of the EDS, Servicer's failure in the EDS to include all information required under the Municipal Code renders this Agreement voidable at the option of the City. Servicer must promptly update its EDS(s) on file with the City whenever any information or response provided in the EDS(s) is no longer complete and accurate. Servicer agrees that Servicer's failure to maintain current throughout the term and any extensions of the term, the disclosures and information pertaining to ineligibility to do business with the City under Chapter 1-23 of

4

the Municipal Code, as such is required under Sec. 2-154-020, shall constitute an event of default.

Notwithstanding anything in this Agreement to the contrary, references to a statute or law are considered to be a reference to (i) the statute or law as it may be amended from time to time; (ii) all regulations and rules pertaining to or promulgated pursuant to the statute or law; and (iii) all future statutes, laws, regulations, rules and executive orders pertaining to the same or similar subject matter.

(a) City Nondiscrimination Requirements. Servicer must comply with applicable federal, state, and local laws and related regulations prohibiting discrimination against individuals and groups.

i) Federal Requirements

Servicer must not engage in unlawful employment practices, such as (1) failing or refusing to hire or discharging any individual, or otherwise discriminating against any individual with respect to compensation or the terms, conditions, or privileges of the individual's employment, because of the individual's race, color, religion, sex, age, handicap/disability or national origin; or (2) limiting, segregating or classifying Servicer's employees or applicants for employment in any way that would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect the individual's status as an employee, because of the individual's race, color, religion, sex, age, handicap/disability or national origin.

Servicer must comply with, and the procedures Servicer utilizes and the Services Servicer provides under this Agreement must comply with, the Civil Rights Act of 1964, 42 U.S.C. sec. 2000e et seq. (1981), as amended and the Civil Rights Act of 1991, P.L. 102-166. Attention is called to: Exec. Order No. 11246, 30 Fed. Reg. 12,319 (1965), reprinted in 42 U.S.C. 2000e note, as amended by Exec. Order No. 11375, 32 Fed. Reg. 14,303 (1967) and by Exec. Order No. 12086, 43 Fed. Reg. 46,501 (1978); Age Discrimination Act, 42 U.S.C. Sections 6101-6106 (1981); Age Discrimination in Employment Act, 29 U.S.C. Sections 621-34; Rehabilitation Act of 1973, 29 U.S.C. Sections 793-794 (1981); Americans with Disabilities Act, 42 U.S.C. Section 12101 et seq.; 41 C.F.R. Part 60 et seq. (1990); and all other applicable federal statutes, regulations and other laws.

ii) State Requirements

Servicer must comply with, and the procedures Servicer utilizes and the Services Servicer provides under this Agreement must comply with, the Illinois Human Rights Act, 775 ILCS 5/1 -101 et seq. (1990), as amended and any rules and regulations promulgated in accordance with it, including the Equal Employment Opportunity Clause, 44 Ill. Admin. Code Section 750 Appendix A. Furthermore, Servicer must comply with the Public Works Employment Discrimination Act, 775

ILCS 10/0.01 et seq. (1990), as amended, and all other applicable state statutes, regulations and other laws.

(iii) City Requirements

Servicer must comply with, and the procedures Servicer utilizes and the Services Servicer provides under this Agreement must comply with, the Chicago Human Rights Ordinance, Chapter 2-160, Section 2-160-010 et seq. of the Municipal Code of Chicago (1990), as amended, and all other applicable City ordinances and rules.

(h) Subcontractors

Servicer must incorporate all of this Section 4.4 by reference in all agreements entered into with any furnisher of services or Subcontractors that may provide any labor or services in connection with this Agreement. Further, Servicer must furnish and must cause each of its Subcontractor(s) to furnish such reports and information as requested by the federal, state, and local agencies charged with enforcing such laws and regulations, including the Chicago Commission on Human Relations.

(cj) Inspector General

It is the duty of any bidder, proposer or Servicer, all Subcontractors, and every applicant for certification of eligibility for a City contract or program, and all officers, directors, agents, partners and employees of any bidder, proposer, Servicer, any contractor, all Subcontractors or such applicant to cooperate with the Legislative Inspector General or the Inspector General in any investigation or hearing, if applicable, undertaken pursuant to Chapters 2-55 or 2-56, respectively, of the Municipal Code. Servicer understands and will abide by all provisions of Chapters 2-55 and 2-56 of the Municipal Code. All subcontracts must inform Subcontractors of the provision and require understanding and compliance with it.

It is the duty of the Servicer, Subcontractor, and every applicant for certification of eligibility for a City contract or program, and all officers, directors, agents, partners, and employees of the Servicer. Subcontractor or such applicant to cooperate with the Legislative Inspector General in any investigation undertaken pursuant to Chapter 2-55 of the Municipal Code. Servicer represents that it understands and will abide by all provisions of Chapter 2-55 of the Municipal Code and that Servicer will inform Subcontractors of this provision and require their compliance.

(c) Business Relationships with Elected Officials

Pursuant to Section 2-156-030(b) of the Municipal Code, it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected official has a business relationship, or to participate in

6

any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a business relationship. Violation of Section 2-156-030(b) by any elected official with respect to this Agreement is grounds for termination of this Agreement. The term business relationship is defined as set forth in Section 2-156-080 of the Municipal Code.

Section 2-156-080 defines a "business relationship*" as any contractual or other private business dealing of an official, or his or her spouse, or of any entity in which an official or his or her spouse has a financial interest, with a person or entity which entitles an official to compensation or payment in the amount of \$2,500 or more in a calendar year; provided, however, a financial interest shall not include: (i) any ownership through purchase at fair market value or inheritance of less than one percent of the share of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the value of or dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended (the "1934 Act"); (ii) the authorized compensation paid to an official or employee for his office or employment; (iii) any economic benefit provided equally to all residents of the City; (iv) a time or demand deposit in a financial institution; or (v) an endowment or insurance policy or annuity contract purchased from an insurance company. Any contractual or other private business dealings shall not include any employment relationship of an official's spouse with an entity when such spouse has no discretion concerning or input relating to the relationship between that entity and the City.

(e) Chicago "Living Wage" Ordinance

(i) Section 2-92-610 of the Municipal Code provides for a living wage for certain categories of workers employed in the performance of City contracts, specifically non-City employed security guards, parking attendants, day laborers, home and health care workers, cashiers, elevator operators, custodial workers and clerical workers ("Covered Employees"). Accordingly, pursuant to Section 2-92-610 and regulations promulgated under it:

(x) If Servicer has 25 or more full-time employees, and

(y) If at any time during the performance of this Agreement, Servicer and/or any Subcontractor or any other entity that provides any portion of the Services (collectively "Performing Parties") uses 25 or more full-time security guards, or any number of other full-time Covered Employees, then

(z) Servicer must pay its Covered Employees, and must ensure that all other Performing Parties pay their Covered Employees, not less than the minimum hourly rate as determined in accordance with this provision (the "Base Wage") for all Services performed under this Agreement.

7

ii) Servicer's obligation to pay, and to ensure payment of, the Base Wage will begin at any time during the term of this Agreement when the conditions set forth in (i)(x) and (i)(y) above are met, and will continue until the end of the term of this Agreement.

iii) As of July 1, 2020, the Base Wage is \$14.15 per hour, and each July 1 thereafter, the Base Wage will be adjusted using the most recent federal poverty guidelines for a family of four as published annually by the U.S. Department of Health and Human Services, to constitute the following: the poverty guidelines for a family of four divided by 2000 hours or the current base wage, whichever is higher. The currently applicable Base Wage is available from the Department of Procurement Services. At all times during the term of this Agreement, Servicer and all other Performing Parties must pay the Base Wage (as adjusted in accordance with the above). If the payment of prevailing wages is required for Services done under this Agreement, and the prevailing wages for Covered Employees are higher than the Base Wage, then Servicer and all other Performing Parties must pay the prevailing wage rates.

iv) Servicer must include provisions in all subcontracts requiring its Subcontractors to pay the Base Wage to Covered Employees. Servicer agrees to provide the City with documentation acceptable to the Department demonstrating that all Covered Employees, whether employed by Servicer or by a Subcontractor, have been paid the Base Wage, upon the City's request for such documentation. The City may independently audit Servicer and/or Subcontractors to verify compliance with this section. Failure to comply with the requirements of this section will be an event of default under this Agreement, and further, failure to comply may result in ineligibility for any award of a City contract or subcontract for up to 3 years.

v) Not-for-Profit Corporations: If Servicer is a corporation having federal tax-exempt status under Section 501(c)(3) of the Internal Revenue Code and is recognized under Illinois not-for-profit law, then the provisions of subsections (i) through (iv) above do not apply.

(f) Prohibition on Certain Contributions

Servicer agrees that Servicer, any person or entity who directly or indirectly has an ownership or beneficial interest in Servicer of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, Servicer's subcontractors, any person or entity who directly or indirectly has an ownership or beneficial interest in any subcontractor of more than 7.5 percent ("Sub-owners") and spouses and domestic partners of such Sub-owners (Servicer and all the other preceding classes of persons and entities are together, the "Identified Parties"), shall not make a contribution of any amount to the Mayor of the City of Chicago ("Mayor") or to his political fundraising committee (i) after execution of this Agreement by Servicer, (ii) while this Agreement or any Other Contract (as defined herein) is executory, (iii) during the term of this Agreement or any Other Contract between Servicer and the City, or (iv) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated.

Servicer represents and warrants that since the date of public advertisement of the specification, request for qualifications, request for proposals or request for information (or any combination of those requests) or, if not competitively procured, from the date the City approached Servicer or the date Servicer approached the City, as applicable, regarding the formulation of this Agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

Servicer agrees that it shall not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

Servicer agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 201 1-4 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 201 1-4.

Servicer agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 2011-4 constitutes a breach and default under this Agreement, and under any Other Contract for which no opportunity to cure will be granted. Such breach and default entitles the City to all remedies (including without limitation termination for default) under this Agreement, under Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If Servicer violates this provision or Mayoral Executive Order No. 2011 -4 prior to award of the Agreement resulting from this specification, the Department may reject Servicer's bid.

For purposes of this provision:

"Bundle" means to collect contributions from more than one source which are then delivered by one person to the Mayor or to his political fundraising committee.

"Other Contract" means any other agreement with the City of Chicago to which Servicer is a party that is (i) formed under the authority of chapter 2-92 of the Municipal Code of Chicago; (ii) entered into for the purchase or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved or authorized by the city council.

"Contribution" means a "political contribution" as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

Individuals are "Domestic Partners" if they satisfy the following criteria:

9

- A) they are each other's sole domestic partner, responsible for each other's common welfare; and
- B) neither party is married, as marriage is defined under Illinois law; and
- C) the partners are not related by blood closer than would bar marriage in the State of Illinois; and
- D) each partner is at least 18 years of age, and the partners are the same sex, and the partners reside

- at the same residence; and
- E) two of the following four conditions exist for the partners:
1. The partners have been residing together for at least 12 months.
 2. The partners have common or joint ownership of a residence.
 3. The partners have at least two of the following arrangements:
 - a. joint ownership of a motor vehicle;
 - b. a joint credit account;
 - c. a joint checking account;
 - d. a lease for a residence identifying both domestic partners as tenants.
 4. Each partner identifies the other partner as a primary beneficiary in a will.

"Political fundraising committee" means a "political fundraising committee" as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended."

g) *Deemed Inclusion*

Provisions required by law, ordinances, rules, regulations, or executive orders to be inserted in this Agreement are deemed inserted in this Agreement whether or not they appear in this Agreement or, upon application by either party, this Agreement will be amended to make the insertion; however, in no event will the failure to insert the provisions before or after this Agreement is signed prevent its enforcement.

h) *Ineligibility to do Business with City*

Failure by the Servicer or any Controlling Person (defined in Section 1-23-010 of the Municipal Code) thereof to maintain eligibility to do business with the City in violation of Section 1-23-030 of the Municipal Code shall render this Agreement voidable or subject to termination, at the option of the Chief Financial Officer. Servicer agrees that Servicer's failure to maintain eligibility (or failure by Controlling Persons to maintain eligibility) to do business with the City in violation of Section 1-23-030 of the Municipal Code shall constitute an event of default.

Section 4.5 Special Conditions

(tt) *Warranties and Representations*

10

In connection with signing and carrying out this Agreement. Servicer:

i) warrants that Servicer is appropriately licensed under Illinois law to perform the Services required under this Agreement and will perform no Services for which a professional license is required by law and for which Servicer is not appropriately licensed;

ii) warrants it is financially solvent; it and each of its employees, agents and Subcontractors of any tier are competent to perform the Services required under this Agreement; and Servicer is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated in this Agreement;

iii) warrants that it will not knowingly use the services of any ineligible contractor or Subcontractor for any

purpose in the performance of its Services under this Agreement;

iv) warrants that Servicer and its Subcontractors are not in default at the time this Agreement is signed, and have not been deemed by the Department to have, within 5 years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the City;

v) represents that it has carefully examined and analyzed the provisions and requirements of this Agreement; it understands the nature of the Services required; from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement; this Agreement is feasible of performance in accordance with all of its provisions and requirements, and Servicer warrants it can and will perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Agreement;

vi) represents that Servicer and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of Section 2-92-320 of the Municipal Code, and in connection with it, and additionally in connection with the Illinois Criminal Code, 720 ILCS 5/33E as amended, and the Illinois Municipal Code, 65 ILCS 5/11-42.1-1; '

vii) acknowledges that Servicer and its Subcontractors understand and will abide by all provisions of Chapter 2-26-010 et seq. of the Municipal Code relating to the Office of Compliance;

viii) acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under Sections 5.1 of this Agreement;

ix) warrants and represents that neither Servicer nor an Affiliate of Servicer (as defined below) appears on the Specially Designated Nationals List, the Denied Persons List, the unverified List, the Entity List, or the Debarred List as maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or by the Bureau of Industry and Security of the U.S. Department of Commerce (or their successors), or on any

11

other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment. "Affiliate of Servicer" means a person or entity that directly (or indirectly through one or more intermediaries) controls, is controlled by or is under common control with Servicer. A person or entity will be deemed to be controlled by another person or entity if it is controlled in any manner whatsoever that results in control in fact by that other person or entity (either acting individually or acting jointly or in concert with others) whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise; and

Section 4.6 Ethics

(a) In addition to the foregoing warranties and representations, Servicer warrants:

i) no officer, agent or employee of the City is employed by Servicer or has a financial interest directly or indirectly in this Agreement or the compensation to be paid under this Agreement except as may be permitted in writing by the Board of Ethics established under Chapter 2-156 of the Municipal Code.

ii) no payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any Subcontractors to Servicer or higher tier Subcontractors or anyone associated with them, as an inducement for the award of a subcontract or order.

(b) Servicer further acknowledges that any Agreement entered into, negotiated or performed in violation of any of the provisions of Chapter 2-156 is voidable as to the City

Section 4.7 EDS / Certification Regarding Suspension and Debarment

Servicer certifies, as further evidenced in the EDS attached as Exhibit B, by its acceptance of this Agreement that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. Servicer further agrees by executing this Agreement that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts. If Servicer or any lower tier participant is unable to certify to this statement, it must attach an explanation to the Agreement.

Section 6. Amendment to Exhibit B. Exhibit B to the Original Agreement is hereby replaced with Exhibit B attached to this First Supplemental Servicing Agreement.

Section 7. Representations and Warranties. The Servicer hereby makes the following representations and warranties as of the date of issuance of the Series 2022 Bonds, which shall survive the date hereof:

12

a) The Servicer has been duly organized and is validly existing and in good standing as a New York state banking organization, with requisite corporate power and authority to perform its obligations under this First Supplemental Servicing Agreement, and to transact the business in which it is now engaged.

b) The First Supplemental Servicing Agreement has been duly authorized, executed and delivered by the Servicer and constitutes the valid and legally binding obligation of the Servicer enforceable against the Servicer in accordance with its terms, subject as to enforcement to any bankruptcy, insolvency, reorganization and other similar laws of general applicability relating to or affecting creditors' rights generally and to general principles of equity regardless of whether enforcement is sought in a court of equity or law.

c) Each of the representations and warranties of the Servicer set forth in Article 3 of the Original Agreement remains true and correct as of the date of this First Supplemental Servicing Agreement.

d) No default has occurred by the Servicer under the Original Agreement.

Section 8. Ratification. Except as specifically amended hereby, the Original Agreement shall continue in full force and effect in accordance with its terms. Each of the Servicer and Trustee hereby specifically confirms and ratifies its respective obligations, covenants and consents under the Original Agreement, as hereby modified. Except as expressly provided herein, the execution and delivery of this First Supplemental Servicing Agreement shall not: (i) constitute an extension, modification, or waiver of any aspect of the Original Agreement, or any right or remedy thereunder; (ii) establish a course of dealing between the City and the Servicer or the Trustee; or (iii) give rise to any defenses or

counterclaims to the City's right to enforce its rights and remedies under the Original Agreement.

Section 9. Headings. Section headings in this First Supplemental Servicing Agreement are included herein for convenience of reference only and shall not constitute a part of this First Supplemental Servicing Agreement for any other purpose.

Section 10. Illinois Law. This Amendment is governed by the laws of the State of Illinois.

Section 11. Counterparts. This First Supplemental Servicing Agreement may be executed in multiple counterparts, each of which shall be regarded for all purposes as an original; and such counterparts shall constitute but one and the same instrument.

Section 12. Third-Party Beneficiary. The owners of the Series 2022 Bonds are express third-party beneficiaries to this First Supplemental Servicing Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the City, the Servicer and the Trustee have caused this First Supplemental Servicing Agreement to be duly executed by their respective officers thereunto duly authorized as of the date and year first above written.

CITY OF CHICAGO

By
Jennie Huang Bennett Chief Financial
Officer

THE BANK OF NEW YORK MELLON, as successor to BNY
Asset Solutions LLC, as Servicer

By
Name: Title:

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A., as Trustee

By _____

Name: Title:

[Signature Page in First Supplemental Servicing Agreement |

Exhibit A

Supplemental Indenture Closing Fee

This fee pertains to amounts due for work performed by the Servicer in preparation for and in connection with the closing of the First Supplemental Indenture. This fee will be paid to the Servicer as of the closing date of the First Supplemental Indenture

Lot Assessment Account Servicing Fee for Payment Notices	The greater of \$35,000 per semi-annual billing period or a fee calculated on the following charges per billing statement period
Semi-annual Statement	\$20.00 per Statement
Notice of Delinquent Assessment	\$10.00 per Statement

This fee will be paid semi-annually on each June 1 and December 1 commencing on June 1, 2022. Servicer may increase this fee at five year intervals beginning March 1, 2025 for increases in the Consumer Price Index during the preceding five-year period.

Account Adjustment Fee

Servicer will be paid a fee for each addition and deletion of a tax account to compensate it for adjusting its servicing system to record such additions and deletions as the Project's original eighteen (18) parcels are subdivided into new, additional tax accounts.

Tax Certificates/Prepayments/Releases	Market Rate
Prepayment Payoff Statement Revision	\$25 per revised payoff statement
Fee	

Servicer may charge Lot owners a market-rate fee equivalent to that charged by taxing authorities and title companies for producing written tax certificates and/or special assessment full or partial prepayment statements to facilitate taxpayers' sales or refinancing of Lots, or full or partial prepayments of assessments and accompanying releases. Servicer will periodically survey the Chicago market to ensure that tax certificates, payoff statements and releases are being charged at a market rate.

Out-of-Pocket Reimbursements

Servicer shall be reimbursed for the following:

- Reasonable and necessary legal and travel expenses
- Copying and delivery charges for copies of documents or reports requested by the City, County or 'frustee other than those that are required to be delivered under Section 2.2.A-J
- All charges associated with the Lockbox Account

If the fees and/or reimbursements cannot be paid when due as a result of insufficient funds in the Making and Levying Fund, such unpaid amounts will accrue interest from the date when due at the Wall Street Journal Prime Rate and be paid when funds are next available in the Making and Levying Fund.

Exhibit B

CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT

SECTION I - GENERAL INFORMATION

A. Legal name of the Disclosing Party submitting this EDS. Include d/b/a/ if applicable:

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. ☐ the Applicant

OR

2. ☐ a legal entity currently holding, or anticipated to hold within six months after City

2. action on the contract, transaction or other undertaking to which this EDS pertains (referred to

2. below as the "Matter"), a direct or indirect interest in excess of 7.5% in the Applicant. State the

2. Applicants legal name:

—

3. ☐ a legal entity with a direct or indirect right of control of the Applicant (see Section 11(B)(1)) State the legal name of the entity in which the Disclosing Party holds a right of control:

B. Business address of the Disclosing Party:

C. Telephone: Fax: Email:

D. Name of contact person:

E. Federal Employer Identification No. (if you have one):

F. Brief description of the Matter to which this LDS pertains. (Include project number and location of property, if applicable):

G. Which City agency or department is requesting this F.DS?

If the Matter is a contract being handled by the City's Department of Procurement Services, please complete the following:

Specification #

and Contract U

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

I. Indicate the nature of the Disclosing Party:

<input type="checkbox"/> Person	<input type="checkbox"/> Limited liability company
<input type="checkbox"/> Publicly registered business corporation	<input type="checkbox"/> Limited liability partnership
<input type="checkbox"/> Privately held business corporation	<input type="checkbox"/> Joint venture
<input type="checkbox"/> Sole proprietorship	<input type="checkbox"/> Not-for-profit corporation
<input type="checkbox"/> General partnership	(Is the not-for-profit corporation also a 501(c)(3))?
<input type="checkbox"/> Limited partnership	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Trust	<input type="checkbox"/> Other (please specify)

2. For legal entities, the state (or foreign country) of incorporation or organization, if applicable:

3. For legal entities not organized in the State of Illinois: Has the organization registered to do business in the State of

Illinois as a foreign entity?

☐ Yes ☐ No ☐ Organized in Illinois

13. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1. List below the full names and titles, if applicable, of: (i) all executive officers and all directors of the entity; (ii) for not-for-profit corporations, all members, if any, which are legal entities (if there are no such members, write "no members which are legal entities"); (iii) for trusts, estates or other similar entities, the trustee, executor, administrator, or similarly situated party; (iv) for general or limited partnerships, limited liability companies, limited liability partnerships or joint ventures, each general partner, managing member, manager or any other person or legal entity that directly or indirectly controls the day-to-day management of the Applicant.

NOTE: Each legal entity listed below must submit an EDS on its own behalf.

Name

2. Please provide the following information concerning each person or legal entity having a direct or indirect, current or prospective (i.e. within 6 months after City action) beneficial interest (including ownership) in excess of 7.5% of the Applicant. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture, interest of a member or manager in a

limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state DNone.D

NOTE: Each legal entity listed below may be required to submit an EDS on its own behalf.

Name	Business Address	Percentage Interest in the Applicant
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SECTION III -- INCOME OR COMPENSATION TO, OR OWNERSHIP BY, CITY ELECTED OFFICIALS

Has the Disclosing Party provided any income or compensation to any City elected official during the 12-month period preceding the date of this EDS? ☐ Yes ☐ No

Does the Disclosing Party reasonably expect to provide any income or compensation to any City elected official during the 12-month period following the date of this EDS? ☐ Yes ☐ No

If Disclosed to either of the above, please identify below the name(s) of such City elected official(s) and describe such income or compensation:

Does any City elected official or, to the best of the Disclosing Party's knowledge after reasonable inquiry, any City elected official's spouse or domestic partner, have a financial interest (as defined in Chapter 2-156 of the Municipal Code of Chicago (OMCCLT)) in the Disclosing Party?

☐ Yes ☐ No

If "yes," please identify below the name(s) of such City elected official(s) and/or spouse(s)/domestic partner(s) and describe the financial interest(s).

SECTION IV - DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist (as defined in MCC Chapter 2-156), accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll. If the Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.

Name (indicate whether retained or anticipated to be retained)	Business Address	Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc.)	Fees (indicate whether paid or estimated.) NOTE: Hourly rate or flat fee. If "D" is not an acceptable response.
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(Add sheets if necessary)

☐ Check here if the Disclosing Party has not retained, nor expects to retain, any such persons or entities.

SECTION V - CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under MCC Section 2-92-415, substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the contract term.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrears on any child support obligations by any Illinois court of competent jurisdiction?

☐ Yes ☐ No ☐ No person directly or indirectly owns 10% or more of the Disclosing Party.

If DYes,D has the person entered into a court-approved agreement for payment of all support owed and is the person in compliance with that agreement?

☐ Yes ☐ No

B. FURTHER CERTIFICATIONS

1. [This paragraph I applies only ifthe Matter is a contract being handled by the CityOs Department of Procurement Services.] In the 5-year period preceding the date ofthis EDS. neither the Disclosing Party nor any Affiliated Entity [see definition in (5) below] has engaged, in connection with the performance ofany public contract, the services of an integrity monitor, independent private sector inspector general, or integrity compliance consultant (i.e., an individual or entity with legal, auditing, investigative, or other similar skills, designated by a public agency to help the agency monitor the activity of specified agency vendors as well as help the vendors reform their business practices so they can be considered for agency contracts in the future, or continue with a contract in progress).

2. The Disclosing Party and its Affiliated Entities are not delinquent in the payment ofany fine, fee. tax or other source of indebtedness owed to the City of Chicago, including, but not limited to. water and sewer charges, license fees, parking tickets, property taxes and sales taxes, nor is the Disclosing Party delinquent in the payment ofany tax administered by the Illinois Department of Revenue.

3. The Disclosing Party and. ifthe Disclosing Party is a legal entity, all of those persons or entities identified in Section ll(B)(I) of this EDS:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from anv transactions bv anv federal, state or local unit of government:

b. have not. during the 5 years before the date ofthis EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction: a violation of federal or state antitrust statutes; fraud; embezzlement: theft; forgery; bribery: falsification or destruction of records; making false statements; or receiving stolen property:

c. are not presently indicted for. or criminally or civilly charged by, a governmental entity (federal, stale or local) with committing any ofthe offenses set forth in subparagraph (b) above;

d. have not, during the 5 years before the date of this EDS, had one or more public transactions (federal, slate or local) terminated for cause or default; and

e. have not, during the 5 years before the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

4. The Disclosing Party understands and shall comply with the applicable requirements of MCC Chapters 2-56 (Inspector General) and 2-156 (Governmental Ethics).

5. Certifications (5), (6) and (7) concern:
D the Disclosing Party;

D any DContractorD (meaning any contractor or subcontractor used by the Disclosing Party in connection with the Matter, including but not limited to all persons or legal entities disclosed under Section IV, DDisclosure of Subcontractors and Other Retained Parties!]);

D any "Affiliated Entity" (meaning a person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity). Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government. including the City, using substantially the same management, ownership, or principals as the ineligible entity. With respect to Contractors, the term Affiliated Entity means a person or entity that directly or indirectly controls the Contractor, is controlled by it, or, with the Contractor, is under common control of another person or entity;

D any responsible official ofthe Disclosing Party, any Contractor or any Affiliated Entity or any other official, agent or employee ofthe Disclosing Party, any Contractor or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official ofthe Disclosing Party, any Contractor or any Affiliated Entity (collectively "Agents").

Neither the Disclosing Party, nor any Contractor, nor any Aflilialed Enlity of either the Disclosing Party or any Contractor, nor any Agents have, during the 5 years before the elate of this EDS. or, with respect to a Contractor, an Affiliated Entity, or an Affiliated Entity of a Contractor during the 5 years before the date of such Contractor's or Affiliated Entity's contract or engagement in connection with the Matter:

a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee ofthe City, the Stale of Illinois, or any agency of the federal government or ofany state or local government in the United States of America, in that officer's or employee's official capacity :

b. agreed or colluded with other bidders or prospective bidders, or been a party io any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement lo bid a fixed price or otherwise: or

c. made an admission of such conduct described in subparagraph (a) or (b) above that is a matter ot" record, but have not been prosecuted lor such conduct; or

d. violated the provisions referenced in MCC Subsection 2-92-320(a)(4)(Contracts Requiring a Base Wage); (a)(5) (Debarment Regulations); or (a)(6)(Minimum Wage Ordinance).

6. Neither the Disclosing Party, nor any Aflilialed Entity or Contractor, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of(1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation ol"720 ILCS 5/33E-4; or (3) any similar offense ofany state or ofthe United Stales of America that contains the same elements as the offense of bid-rigging or bid-rotating.

7. Neither the Disclosing Party nor any Affiliated Entity is listed on a Sanctions List maintained by the United States Department of Commerce, State, or Treasury, or any successor federal agency.

8. [FOR APPLICANT ONLY] (i) Neither the Applicant nor any Dcontrolling personD [see MCC Chapter 1-23, Article I for applicability and defined terms] ofthe Applicant is currently indicted or charged with, or has admitted guilt of. or has

ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any Disister agencyD; and (ii) the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City. NOTE: If MCC Chapter 1-23, Article I applies to the Applicant, that ArticleDs permanent compliance timeframe supersedes 5-year compliance timeframes in this Section V.

9. [FOR APPLICANT ONLY] The Applicant and its Affiliated Entities will not use, nor permit their subcontractors to use, any facility listed as having an active exclusion by the U.S. EPA on the federal System for Award Management (DSAMD).

10. [FOR APPLICANT ONLY] The Applicant will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in Certifications (2) and (9) above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Applicant has reason to believe has not provided or cannot provide truthful certifications.

11. If the Disclosing Party is unable to certify to any of the above statements in this Part B (Further Certifications), the Disclosing Party must explain below:

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

12. To the best of the Disclosing PartyDs knowledge after reasonable inquiry, the following is a complete list of all current employees of the Disclosing Party who were, at any time during the 12-month period preceding the date of this EDS, an employee, or elected or appointed official, of the City of Chicago (if none, indicate with DN/AD or DnoneD).

13. To the best of the Disclosing PartyDs knowledge after reasonable inquiry, the following is a complete list of all gifts that the Disclosing Party has given or caused to be given, at any time during the 12-month period preceding the execution date of this F.DS, to an employee, or elected or appointed official, of the City of Chicago. For purposes of this statement, a DgiftD does not include: (i) anything made generally available to City employees or to the general public, or (ii) food or drink provided in the course of official City business and having a retail value of less than \$25 per recipient, or (iii) a political contribution otherwise duly reported as required by law (if none, indicate with DN/AD or OnoneO). As to any gift listed below, please also list the name of the City recipient.

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

1. The Disclosing Party certifies that the Disclosing Party (check one)

☐ is ☐ is not

a "financial institution" as defined in MCC Section 2-32-455(b).

2. If the Disclosing Party IS a financial institution, then the Disclosing Party pledges:

"We are not and will not become a predatory lender as defined in MCC Chapter 2-32. We further pledge that none of our affiliates is, and none of them will become, a predatory lender as defined in MCC Chapter 2-32. We understand that becoming a predatory lender or becoming an affiliate of a predatory lender may result in the loss of the privilege of doing business with the City."

If the Disclosing Party is unable to make this pledge because it or any of its affiliates (as defined in MCC Section 2-32-455(b)) is a predatory lender within the meaning of MCC Chapter 2-32, explain here (attach additional pages if necessary):

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

D. CERTIFICATION REGARDING FINANCIAL INTEREST IN CITY BUSINESS

Any words or terms defined in MCC Chapter 2-156 have the same meanings if used in this Part D.

1. In accordance with MCC Section 2-156-1 10: To the best of the Disclosing Party's knowledge after reasonable inquiry, does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

☐ Yes ☐ No

NOTE: If you checked "Yes" to Item D(1), proceed to Items D(2) and D(3). If you checked "No" to Item D(1), skip Items D(2) and D(3) and proceed to Part E.

2. Unless sold pursuant to a process of competitive bidding, or otherwise permitted, no City elected official or employee shall have a financial interest in his or her own name or in the name of any other person or entity in the purchase of any property that (i) belongs to the City, or (ii) is sold for taxes or assessments, or (iii) is

sold by virtue of legal process at the suit of the City (collectively, "City Property Sale"). Compensation for property taken pursuant to the City's eminent domain power does not constitute a financial interest within the meaning of this Part D.

Does the Matter involve a City Property Sale?

☐ Yes ☐ No

3. If you checked "Yes" to Item D(1), provide the names and business addresses of the City officials or employees having such financial interest and identify the nature of the financial interest:

Name	Business Address	Nature of Financial Interest
------	------------------	------------------------------

4. The Disclosing Party further certifies that no prohibited financial interest in the Matter will be acquired by any City official or employee.

1f. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

Please check either (1) or (2) below. If the Disclosing Party checks (2), the Disclosing Party must disclose below or in an attachment to this EDS all information required by (2). Failure to comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

1. The Disclosing Party verifies that the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves), and the Disclosing Party has found no such records.

2. The Disclosing Party verifies that, as a result of conducting the search in step (1) above, the Disclosing Party has found records of investments or profits from slavery or slaveholder insurance policies. The Disclosing Party verifies that the following constitutes full disclosure of all such records, including the names of any and all slaves or slaveholders described in those records:

SECTION VI - CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

NOTE: If the Matter is federally funded, complete this Section VI. If the Matter is not federally funded, proceed to Section VII. For purposes of this Section VI, tax credits allocated by the City and proceeds of debt obligations of the City are not federal funding.

A. CERTIFICATION REGARDING LOBBYING

I. List below the names of all persons or entities registered under the federal Lobbying Disclosure Act of 1995, as amended, who have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter: (Add sheets if necessary):

(If no explanation appears or begins on the lines above, or if the letters "NA" or if the word "None" appear, it will be conclusively presumed that the Disclosing Party means that NO persons or entities registered under the Lobbying Disclosure Act of 1995, as amended, have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter.)

4. The Disclosing Party certifies that either: (i) it is not an organization described in section 501(c)(4) of the Internal Revenue Code of 1986; or (ii) it is an organization described in section 501 (c)(4) of the Internal Revenue Code of 1986 but has not engaged and will not engage in "Lobbying Activities." as that term is defined in the Lobbying Disclosure Act of 1995, as amended.

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

Is the Disclosing Party the Applicant?

If DYes.D answer the three questions below:

- | | | |
|-----|---|----|
| Yes | * | No |
|-----|---|----|

- | I | Yes | No | Reports not required |
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- II Yes || No

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SECTION VII - FURTHER ACKNOWLEDGMENTS AND CERTIFICATION

The Disclosing Party understands and agrees that:

A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.

B. The City's Governmental Ethics Ordinance, MCC Chapter 2-156, imposes certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of this ordinance and a training program is available on line at www.cityofchicago.org/Ethics <<http://www.cityofchicago.org/Ethics>>. and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610. (312) 744-9660. The Disclosing Party must comply fully with this ordinance.

C. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded or void), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other City transactions. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.

D. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided in, and appended to, this EDS may be made publicly available on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.

E. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires. NOTE: With respect to Matters subject to MCC Chapter 1-23, Article I (imposing PERMANENT INELIGIBILITY for certain specified offenses), the information provided herein regarding eligibility must be kept current for a longer period, as required by MCC Chapter 1-23 and Section 2-154-020.

CERTIFICATION

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS, and all applicable Appendices, on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS, and all applicable Appendices, are true, accurate and complete as of the date furnished to the City.

(Print or type exact legal name of Disclosing Party)

By:

(Sign here)

(Print or type name of person signing)

(Print or type title of person signing)

Signed and sworn to before me on (date)

at County, (state).

Notary Public

Commission expires:

**CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT
AND AFFIDAVIT
APPENDIX A**

**FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND
DEPARTMENT HEADS**

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5%. It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

Under MCC Section 2-154-015, the Disclosing Party must disclose whether such Disclosing Party or any DApplicable PartyD or any Spouse or Domestic Partner thereof currently has a Qfamilial relationshipD with any elected city official or department head. A Qfamilial relationshipD exists if, as of the date this EDS is signed, the Disclosing Party or any DApplicable PartyD or any Spouse or Domestic Partner thereof is related to the mayor, any alderman, the city clerk, the city treasurer or any city department head as spouse or domestic partner or as any of the following, whether by blood or adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

DApplicable PartyQ means (1) all executive officers of the Disclosing Party listed in Section II.B.1.a., if the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership; all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited partnership; all managers, managing members and members of the Disclosing Party, if the Disclosing Party is a limited liability company; (2) all

principal officers of the Disclosing Party; and (3) any person having more than a 7.5% ownership interest in the Disclosing Party. QPrincipal officersQ means the president, chief operating officer, executive director, chief financial officer, treasurer or secretary of a legal entity or any person exercising similar authority.

Does the Disclosing Party or any QApplicable PartyQ or any Spouse or Domestic Partner thereof currently have a Qfamilial relationshipD with an elected city official or department head?

☐ J Yes

☐ L No

If yes, please identify below (1) the name and title of such person, (2) the name of the legal entity to which such person is connected; (3) the name and title of the elected city official or department head to whom such person has a familial relationship, and (4) the precise nature of such familial relationship.

**CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT AND
AFFIDAVIT
APPENDIX B**

BUILDING CODE SCOFFLAW/PROBLEM LANDLORD CERTIFICATION

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5% (an "Owner"). It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

1. Pursuant to MCC Section 2-154-010, is the Applicant or any Owner identified as a building code scofflaw or problem landlord pursuant to MCC Section 2-92-416?

☐ f Yes

☐ No

2. If the Applicant is a legal entity publicly traded on any exchange, is any officer or director of the Applicant identified as a building code scofflaw or problem landlord pursuant to MCC Section 2-92-416?

☐ Yes

☐ No

☐ The Applicant is not publicly traded on any

exchange.

3. If yes to (1) or (2) above, please identify below the name of each person or legal entity identified as a building code scofflaw or problem landlord and the address of each building or buildings to which the pertinent code violations apply.

**CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT AND
AFFIDAVIT
APPENDIX C**

PROHIBITION ON WAGE & SALARY HISTORY SCREENING - CERTIFICATION

This Appendix is to be completed only by an Applicant that is completing this EDS as a "contractor" as defined in MCC Section 2-92-385. That section, which should be consulted (www.amlejjal.com <<http://www.amlejjal.com>>), generally covers a party to any agreement pursuant to which they: (i) receive City of Chicago funds in consideration for services, work or goods provided (including for legal or other professional services), or (ii) pay the City money for a license, grant or concession allowing them to conduct a

business on City premises.

On behalf of an Applicant that is a contractor pursuant to MCC Section 2-92-385, I hereby certify that the Applicant is in compliance with MCC Section 2-92-385(b)(1) and (2), which prohibit: (i) screening job applicants based on their wage or salary history, or- (ii) seeking job applicants'-wage or salary history from current or former employers. I also certify that the Applicant has adopted a policy that includes those prohibitions.

☐ Yes

☐ No

☐ N/A - I am not an Applicant that is a "contractor" as defined in MCC Section 2-92-385. This

certification shall serve as the affidavit required by MCC Section 2-92-385(c)(1).

If you checked "no" to the above, please explain.

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Appendix C Co-Bond Counsel Opinions

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[FORM OF OPINION OF CO-BOND COUNSEL] [FOLEY & LARDNER LLP]

February 28, 2022

City of Chicago
121 North LaSalle Street
Chicago, Illinois 60602

Ladies and Gentlemen:

We have examined a certified copy of the transcript of proceedings and accompanying certificates relating to the issuance of \$25,216,000 aggregate principal amount of City of Chicago Special Assessment

Improvement Bonds, Refunding Series 2022 (Lakeshore East Project) (the "Bonds"), of the City of Chicago, Cook County, Illinois (the "City"). The Bonds are initially dated their date of delivery and mature on the dates and in the amounts and bear interest at the rates per year as follows:

(December))	Maturing Maturing	Amount Rate	Interest
2022	1,887,000	1.570%	
2023	1,776,000	1.990%	
2024	1,888,000	2.270%	
2025	2,011,000	2.530%	
2026	2,143,000	2.690%	
2027	2,287,000	2.870%	
2028	2,440,000	3.040%	
2029	2,608,000	3.200%	
2030	2,787,000	3.290%	
2031	2,978,000	3.380%	
2031	20.32	2,411,000	.3.450%

Interest on the Bonds is payable on June 1 and December 1 in each year, with the first interest payment date being June 1, 2022. The Bonds are subject to mandatory redemption as provided in the Trust Indenture dated as of December 1, 2002, as supplemented by the First Supplemental Trust Indenture dated as of February 1, 2022 (collectively, the "Indenture"), between the City and The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee"), authorizing the issuance thereof. We have also examined the form of the Bonds.

The Bonds are being issued for the purpose of refunding the outstanding principal amount of the City's Special Assessment Improvement Bonds, Series 2002 (Lakeshore East Project) (the "Prior Bonds").

C-1

Based upon our examination of the certified copy of the transcript of proceedings, the accompanying certificates and the form of the Bonds referred to above, it is our opinion that the Bonds are valid and legally binding special limited obligations of the City in accordance with their terms, payable pursuant to the Special Assessment Supplemental Bond and Procedures Act, 50 ILCS 460/1 et. seq., from the Assessment, as defined in the Indenture and amounts on deposit with the Trustee and pledged as part of the Trust Estate under the Indenture. The Bonds do not constitute an indebtedness or a loan against the general taxing powers or credit of the City within the meaning of any constitutional or statutory provision or limitation.

We are further of the opinion that, based upon an analysis of existing laws, regulations, rulings and court decisions, and assuming, among other matters, compliance with certain covenants, as described herein, interest on the Bonds, is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code") and is not a specific preference item for purposes of the federal alternative minimum tax. The opinion set forth in the preceding sentence is subject to the condition that the City comply with all requirements of the Code that must be satisfied subsequent to the issuance of the Bonds.

in order that interest thereon be, or continue to be, excluded from gross income for federal income tax purposes. The City has covenanted to comply with all such requirements. Failure to comply with certain of such requirements may cause interest on the Bonds to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Bonds. We express no opinion regarding other federal tax consequences related to the ownership or disposition of, or the accrual or receipt of interest on, the Bonds.

It is to be understood that the right of the owners of the Bonds and the enforceability of the Bonds, the ordinance authorizing their issuance and the Indenture may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally and by equitable principles, whether considered at law or in equity.

Interest on the Bonds is not exempt from present State of Illinois income taxes.

This opinion is given as of the date hereof and we assume no obligation to update or supplement this opinion to reflect any facts or circumstances that may subsequently come to our attention or any changes in law that may hereafter occur.

Very truly yours,

I FORM OF OPINION OF CO-BOND COUNSEL.] [CHARITY & ASSOCIATES. P.C.

February 28, 2022

City of Chicago
121 North LaSalle Street
Chicago, Illinois 60602

Ladies and Gentlemen:

We have examined a certified copy of the transcript of proceedings and accompanying certificates relating to the issuance of \$25,216,000 aggregate principal amount of City of Chicago Special Assessment Improvement Bonds, Refunding Series 2022 (Lakeshore East Project) (the "Bonds"), of the City of Chicago, Cook County, Illinois (the "City"). The Bonds are initially dated their date of delivery and mature on the dates and in the amounts and bear interest at the rates per year as follows:

Maturing (December 1)
Amount Maturing

Interest Rate

2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
1,887,000	1,776,000	1,888,000	2,011,000	2,143,000	2,287,000	2,440,000	2,608,000	2,787,000	2,978,000	2,411,000
1.570%	1.990%	2.270%	2.530%	2.690%	2.870%	3.040%	3.200%	3.290%	3.380%	3.450%

Interest on the Bonds is payable on June 1 and December 1 in each year, with the first interest payment date being June 1, 2022. The Bonds are subject to mandatory redemption as provided in the Trust Indenture dated as of December 1, 2002, as supplemented by the First Supplemental Trust Indenture dated as of February 1, 2022

(collectively, the "Indenture"), between the City and The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee"), authorizing the issuance thereof. We have also examined the form of the Bonds.

The Bonds are being issued for the purpose of refunding the outstanding principal amount of the City's Special Assessment Improvement Bonds, Series 2002 (Lakeshore East Project) (the "Prior Bonds"). This opinion assumes the validity of the Assessment (as defined in the Indenture) and the Special Assessment Lien (as defined in the Indenture) with respect to the Bonds and we assume no obligation to advise you of changes thereto occurring in the future.

Based upon our examination of the certified copy of the transcript of proceedings, the accompanying certificates and the form of the Bonds referred to above, it is our opinion that the Bonds are valid and legally binding special limited obligations of the City in accordance with their terms, payable pursuant to the Special Assessment Supplemental Bond and Procedures Act, 50 ILCS 460/1 et. seq., from the Assessment and amounts on deposit with the Trustee and pledged as part of the Trust Estate under the Indenture. The Bonds do not constitute an indebtedness or a loan against the general taxing powers or credit of the City within the meaning of any constitutional or statutory provision or limitation.

We are further of the opinion that, based upon an analysis of existing laws, regulations, rulings and court decisions, and assuming, among other matters, compliance with certain covenants, as described herein, interest on the Bonds, is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code") and is not a specific preference item for purposes of the federal alternative minimum tax. The opinion set forth in the preceding sentence is subject to the condition that the City comply with all requirements of the Code that must be satisfied subsequent to the issuance of the Bonds in order that interest thereon be, or continue to be, excluded from gross income for federal income tax purposes. The City has covenanted to comply with all such requirements. Failure to comply with certain of such requirements may cause interest on the Bonds to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Bonds. We express no opinion regarding other federal tax consequences related to the ownership or disposition of, or the accrual or receipt of interest on, the Bonds.

It is to be understood that the right of the owners of the Bonds and the enforceability of the Bonds, the ordinance authorizing their issuance and the Indenture may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally and by equitable principles, whether considered at law or in equity.

Interest on the Bonds is not exempt from present State of Illinois income taxes.

This opinion is given as of the date hereof and we assume no obligation to update or supplement this opinion to reflect any facts or circumstances that may subsequently come to our attention or any changes in law that may hereafter occur.

Very truly yours.

C-4

Appendix D Book-Entry Only System

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INFORMATION CONCERNING DTC

The following information concerning DTC and the Book-Entry System has been obtained from DTC. The City take no responsibility as to the accuracy or completeness thereof and neither the Indirect Participants nor the Beneficial Owners should rely on the following information with respect to such matters, but should instead confirm the same with DTC or the Direct Participants, as the case may be. There can be no assurance that DTC will abide by its procedures or that such procedures will not be changed from time to time.

The Depository Trust Company ("DTC"). New York, New York, will act as securities depository for the Bonds. The Bonds will be issued as fully registered bonds registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered bond certificate will be issued for each Bond of like tenor as to series, type, maturity, interest rate and redemption provisions in the aggregate principal amount of such Bond, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a S&P rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com <<http://www.dtcc.com>>.

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's

partnership nominee. Cede & Co. or such other name as may be requested by an

D-1

authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

Redemption notices shall be sent to DTC. If less than all of a maturity of a subseries of Bonds are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such maturity to be redeemed.

- Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the City as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal and interest payments (including redemption proceeds) on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Trustee, on the payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Trustee or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal and interest (including redemption proceeds) to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Trustee; disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as securities depository with respect to the Bonds at any time by giving reasonable notice to the City or the Trustee. Under such circumstances, in the event that a successor securities depository is not obtained, certificates for the affected Bonds are required to be printed and delivered.

The City may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, certificates for the Bonds will be printed and delivered.

Appendix E Continuing Information Agreement

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CONTINUING INFORMATION AGREEMENT

THIS CONTINUING INFORMATION AGREEMENT (this Agreement") is dated as of _____, 2022, by and between THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., Chicago, Illinois, as Trustee (the "Trustee"), THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A. as Dissemination Agent (the "Dissemination Agent"), THE BANK OF NEW YORK MELLON, as successor to BNY Asset Solutions LLC, as Servicer (the "Servicer"), Lakeshore East Development Group LLC, a limited liability company of the State of Illinois (the "Developer") and the CITY OF CHICAGO (the "City", each a Party" and

collectively, the "Parties"), in connection with the issuance of the City's \$25,216,000 aggregate principal amount of Special Assessment Improvement Bonds, Refunding Series 2022 (Lakeshore East Project) (the "Bonds"). The Bonds are issued pursuant to the Trust Indenture dated as of December 1, 2002, as supplemented and amended by that certain First Supplemental Trust Indenture dated as of February 1, 2022 (collectively, the "Trust Indenture") between the City and the Trustee, and a bond ordinance adopted by the City Council of the City on September 14, 2021 (the "Bond Ordinance").

The Bonds are payable from Special Assessments and payable solely and only from the assessments and amounts on deposit in certain funds established and maintained pursuant to the Trust Indenture and as further set forth in the Trust Indenture. The Bonds are issued pursuant to the Special Assessment Supplemental Bond and Procedures Act, 50 ILCS 460 and pursuant to the Bond Ordinance and the Trust Indenture. The Bonds are issued in minimum authorized denominations of \$100,000 to a limited number (35 or less) of Qualified Institutional Buyers as defined in Rule 144A of the Securities Act of 1933, and as such are exempt from the continuing disclosure requirements of Section (b)(5) of Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934 (the "Rule"). Notwithstanding the foregoing, the Parties are entering into this Agreement on a voluntary basis at the request of Loop Capital Markets LLC, the underwriter for the Bonds (the "Underwriter") for purposes of marketing the Bonds. This Agreement and any failure to provide any information pursuant to this Agreement shall not subject any of such Parties to the Rule nor shall it constitute a default under any of the Trust Indenture, the Bond Ordinance, the Bonds, or any other agreement relating to the Bonds.

1. Purpose of this Agreement. This Agreement is being executed and delivered by each Party at the request of the Underwriter.

2. Definitions. Capitalized terms used but not defined herein have the meaning ascribed to them in that certain Limited Offering Memorandum dated as of February 15, 2022 relating to the Bonds (the "LOM"). In addition, the following terms shall have the meaning set forth below:

"Annual Financial Information" means the financial information and operating data described in Exhibit I attached hereto and incorporated herein.

"Annual Financial Information Disclosure" means the dissemination of disclosure concerning Annual Financial Information as set forth in Section 4 hereof.

"Commission" means the Securities and Exchange Commission.

"Dissemination Agent" means the Dissemination Agent hereunder or any other agent designated as such in writing by the City and which has filed with the City a written acceptance of such designation, and such agent's successors and assigns.

"EMMA" means the MSRB through its Electronic Municipal Market Access system for municipal securities disclosure or through any other electronic format or system prescribed by the MSRB for purposes of the Rule.

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"MSRB" means the Municipal Securities Rulemaking Board.

"Reportable Events Related to the Bonds" means the occurrence of any of the Events with respect to the

Bonds set forth in Exhibit II attached hereto and incorporated herein.

"Reportable Events Disclosure" means dissemination of a notice of a Reportable Event Related to the Bonds as set forth in Section 5 hereof.

"Other Developer Information" means the dissemination of disclosure concerning Annual Financial Information as set forth in Exhibit V attached hereto and incorporated herein.

"Rule" means Rule 15c2-12 adopted by the Commission under the Exchange Act. as the same may be amended from time to time.

"Servicer" means The Bank of New York Mellon, as successor to BNY Asset Solutions ELC, pursuant to that certain Servicing Agreement dated as of December 1, 2002, by and among the City, the Servicer and the Trustee, as supplemented by the First Supplemental Servicing Agreement dated as of February 1, 2022.

3. **CUSIP Numbers.** The CUSIP Numbers of the Bonds are set forth in Exhibit III herein. All Parties will include the CUSIP Numbers in all disclosure materials described or referred to in Sections 4 and 5 of this Agreement.

4. **Disclosure Requirements of the Parties.** Subject to Section 7 of this Agreement, the City hereby agrees that it shall only be obligated to deliver to the Trustee any adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-FEB) or other material notices or determinations with respect to the tax status of the Bonds, upon notice to the City any notice from the Internal Revenue Service provided to the City in connection with the Tax-Exempt status of the Bonds (the "City Disclosure") in such manner and format and accompanied by identifying information as is prescribed by the MSRB or the Commission at the time of delivery of such information and by such time so that such entities receive the information by the dates specified. MSRB Rule G-32 requires all EMMA filings to be in word-searchable PDF format.

Subject to Section 7 of this Agreement, the Servicer hereby agrees that it will provide to the Trustee the Servicer Annual Financial Information (in the form and by the dates set forth in Exhibit I herein) to EMMA in such manner and format and accompanied by identifying

information as is prescribed by the MSRB or the Commission at the time of delivery of such information and by such time so that such entities receive the information by the dates specified. MSRB Rule G-32 requires all EMMA filings to be in word-searchable PDF format. This requirement extends to all documents required to be filed with EMMA, including financial statements and other externally prepared reports.

Subject to Section 7 of this Agreement, the Developer hereby covenants that it will provide to the Trustee the Developer Annual Financial Information (in the form and by the dates set forth in Exhibit I herein) and the Other Developer Information in such manner and format and accompanied by identifying information as is prescribed by the MSRB or the Commission at the time of delivery of such information and by such time so that such entities receive the information by the dates specified. MSRB Rule G-32 requires all EMMA filings to be in word-searchable PDF format. This requirement extends to all documents required to be filed with EMMA, including financial statements and other externally prepared reports.

Subject to Section 7 of this Agreement, the Trustee hereby agrees that it will provide to the Dissemination Agent the Annual Financial Information, the Other Developer Information (as defined herein), the Reportable Events Related to

the Bonds, if not filed with EMMA by the Trustee directly, and the City Disclosure pursuant to this Section 7 promptly upon receipt from the respective Party (and if Annual Financial Information in the form and by the dates set forth in Exhibit I herein) for dissemination by the Dissemination Agent to EMMA in such manner and format and accompanied by identifying information as is prescribed by the MSRB or the Commission at the time of delivery of such information and by such time so that such entities receive the information by the dates specified. MSRB Rule G-32 requires all EMMA filings to be in word-searchable PDF format. This requirement extends to all documents required to be filed with EMMA, including financial statements and other externally prepared reports.

Subject to Section 7 of this Agreement, the Dissemination Agent hereby covenants that it will disseminate the Annual Financial Information, the Other Developer Information, the Reportable Events Related to the Bonds and the City Disclosure provided to it (in the form and by the dates set forth in this Agreement) by each of the other Parties or by the Trustee to EMMA in such manner and format and accompanied by identifying information as is prescribed by the MSRB or the Commission at the time of delivery of such information and by such time so that such entities receive the information by the dates specified. MSRB Rule G-32 requires all EMMA filings to be in word-searchable PDF format. This requirement extends to all documents required to be filed with EMMA, including financial statements and other externally prepared reports. Such notice shall in no event be filed later than ten (10) business days after the receipt by the Dissemination Agent of the Annual Financial Information, the Other Developer Information, the Reportable Events Related to the Bonds and the City Disclosure.

5. Disclosure of Reportable Events Related to the Bonds. Subject to Section 7 of this Agreement, the Trustee hereby agrees that it will, or will cause the Dissemination Agent to, disseminate in a timely manner (not in excess of ten (10) business days after the occurrence of the Reportable Event Related to the Bonds) Reportable Events Related to the Bonds to EMMA in such manner and format and accompanied by identifying information as is prescribed by the MSRB or the Commission at the time of delivery of such information. Whenever the Trustee obtains knowledge of the occurrence of a Reportable Event Related to the Bonds, whether because of

notice from the Dissemination Agent, the other Parties or otherwise, the Trustee shall determine as soon as possible (but in no event in excess of ten (10) business days after the occurrence of the event giving rise to the Reportable Event Related to the Bonds) if such event is a "Reportable Event related to the Bonds" which is required to be disseminated to EMMA pursuant to this Agreement. If the Trustee determines that an event is a Reportable Event Related to the Bonds, the Trustee shall promptly notify the Dissemination Agent in writing and instruct the Dissemination Agent to report such Reportable Event, in which event the Dissemination Agent shall file a notice of such Reportable Event related to the Bonds to EMMA. Such notice shall in no event be filed later than ten (10) business days after the occurrence of the event giving rise to the Reportable Event Related to the Bonds.

MSRB Rule G-32 requires all EMMA filings to be in word-searchable PDF format. This requirement extends to all documents required to be filed with EMMA pursuant to this Agreement, including financial statements and other externally prepared reports. Notwithstanding the foregoing, notice of defeasance of any Bonds need not be given under this Agreement any earlier than the notice (if any) of such redemption or defeasance is given to the Bondholders pursuant to the Trust Indenture and the Bond Ordinance.

6. Consequences of Failure to Provide Information. In the event of a failure of any Party to this Agreement to comply with any provision of this Agreement, the beneficial owner of any Bond or any other non-breaching Party may seek mandamus or specific performance by court order, to cause the defaulting party to comply with its obligations under this Agreement. Any such action may be filed only in the Circuit Court of Cook County, Chicago, Illinois. A default under this Agreement by any Party shall not be deemed a default under the Trust Indenture or the Bond Ordinance, and the sole

remedy under this Agreement in the event of any failure of any Party to comply with this Agreement shall be an action to compel performance.

7. Termination of Agreement. Except as provided in Exhibit I b. with respect to certain obligations of the Developer regarding its Semi-Annual Financial Information and Other Developer Information, this Agreement, and the obligations of the Parties hereunder, shall be terminated hereunder if the City shall no longer have any legal liability for any obligation on or relating to repayment of the Bonds under the Trust Indenture, the Bonds and the Bond Ordinance, including defeasance or payment of the Bonds in full. The Trustee shall notify the Dissemination Agent who shall give prompt notice to EMMA if this Section is applicable.

8. Dissemination Agent. The City may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Agreement, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The City has engaged the Dissemination Agent to act as Dissemination Agent with respect to the parties' obligations under this Agreement.

The Dissemination Agent, including its officers, directors, employees and agents, shall: (a) not be liable for any action taken or omitted with respect to this Agreement so long as it shall have acted in good faith and without gross negligence; (b) be entitled to compensation for its services hereunder as provided in a separate written agreement with the City, which is made a part hereof, and for reimbursement of its out-of-pocket expenses including, but not by way of limitation, the fees and costs of attorneys or agents which it may find necessary to engage in performance of its

duties hereunder, all to be paid by the City; (c) have only those duties as are specifically provided herein, which shall be deemed purely ministerial in nature, and shall under no circumstance be deemed a fiduciary any party to this Agreement. IN NO EVENT SHALL THE DISSEMINATION AGENT BE LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY (i) DAMAGES OR EXPENSES ARISING OUT OF THE SERVICES PROVIDED HEREUNDER. OTHER THAN DAMAGES WHICH RESULT FROM THE DISSEMINATION AGENT'S FAILURE TO ACT IN ACCORDANCE WITH THE STANDARDS SET FORTH IN THIS AGREEMENT, OR (ii) SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, EVEN IF THE DISSEMINATION AGENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; (d) have the right, but not the obligation, to consult with counsel of choice and shall not be liable for action taken or omitted to be taken by Dissemination Agent either in accordance with the advice of such counsel, or in accordance with any opinion of counsel addressed and delivered to the Dissemination Agent; and (e) have the right to perform any of its duties hereunder through agents, attorneys, custodians or nominees, and shall not be responsible for the misconduct or negligence of such agents, attorneys, custodians and nominees appointed by it with due care. The Dissemination Agent shall not be liable under any circumstances for monetary damages to any person for any breach of this Agreement. The sole remedy for failure of the Dissemination Agent to perform hereunder is specific performance.

It is understood and agreed that any information that the Dissemination Agent may be instructed to file on EMMA shall be prepared and provided to it by the Servicer, the Developer, the Trustee or the City, as the case may be. The Dissemination Agent has undertaken no responsibility with respect to any reports, notices or disclosures provided to it under this Agreement, and has no liability to any person, including any holder of Bonds, with respect to any such reports, notices or disclosures. The fact that the Dissemination Agent or any affiliate thereof may have any fiduciary or banking relationship with any party to this Agreement shall not be construed to mean that the Dissemination Agent has actual knowledge of any event or condition except as may be provided by written notice to the Dissemination.

The Dissemination Agent may at any time resign by giving 30 days written notice of resignation to the other

The Dissemination Agent may at any time resign by giving 60 days written notice of resignation to the other Parties. Upon receiving such notice of resignation, the City shall promptly appoint a successor or assume the duties of the Dissemination Agent hereunder. Any bank, corporation or association into which the Dissemination Agent may be merged or converted or with which it may be consolidated, or any bank, corporation or association resulting from any merger, conversion or consolidation to which the Dissemination Agent shall be a party, or any bank, corporation or association succeeding to all or substantially all of the corporate trust business of the Dissemination Agent shall be the successor of the Dissemination Agent hereunder without the execution or filing of any paper with any party hereto or any further act on the part of any of the parties hereto except on the part of any of the parties hereto where an instrument of transfer or assignment is required by law to effect such succession, anything herein to the contrary notwithstanding.

The Dissemination Agent may conclusively rely and shall be fully protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, approval 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 Dissemination Agent may consult with counsel and the advice or any opinion of counsel shall be full and complete

authorization and protection in respect of any action taken or omitted by it hereunder in good faith and in accordance with such advice or opinion of counsel.

9. Beneficiaries. This Agreement shall inure solely to the benefit of the Parties, and the beneficial owners of the Bonds, and shall create no rights in any other person or entity.

10. Recordkeeping. The Dissemination Agent shall maintain records of all Annual Financial Information Disclosure, Other Developer Information, City Disclosure and Reportable Events Related to the Bonds, including the content of such disclosure, the names of the entities with whom such disclosure was filed and the date of filing such disclosure.

[Signature Page Follows]

CITY OF CHICAGO

By:

Name: Jennie Huang Bennett Its: Chief
Financial Officer

THE BANK OF NEW YORK MELLON TRUST COMPANY,
N.A., Chicago, Illinois, as Trustee and as Dissemination Agent

By:

Name:
Its:

THE BANK OF NEW YORK MELLON, as successor to BNY
Asset Solutions LLC as Servicer

ASSET SOLUTIONS LLC, as Servicer

By:
Name:
Its:

LAKESHORE EAST DEVELOPMENT GROUP LLC,
as Developer

By:
Name:
Its:

Continuing Information Agreement
Signiture /nge

Exhibit I Annual Financial Information

As used herein, "Annual Financial Information" means the financial information as set forth below.

a. **Servicer Annual Financial Information:**

Financial information and operating data which means an update of the tables in the Limited Offering Memorandum contained under the captions "SPECIAL ASSESSMENT LEVY AND COLLECTIONS" which five year comparative data form shall be updated annually and completed by the Servicer and submitted to the Dissemination Agent on or before December 1 of each year.

b. **Developer Semi-Annual Financial Information:**

Developer Semi-Annual Financial Information construction and parcel ownership updates with respect to those parcels listed in the form attached hereto as Exhibit IV and incorporated herein as shown in the drawing and Section "LAKESHORE EAST PROJECT - Parcel Construction and Ownership - Under Construction- and Undeveloped Parcels" of the LOM and updated information to the matters set forth in Exhibit V herein. completed by the Developer in the

information in the format shown in Exhibit IV. will be submitted by the Developer to the Dissemination Agent not later than June 1 and December 1 of each year. Developer Semi-Annual Financial Information will be submitted to the Dissemination Agent until the City shall no longer have any legal liability for any obligation on or relating to repayment of the Bonds under the Trust Indenture, the Bonds and the Bond Ordinance, including defeasance or payment of the Bonds except as follows: (A) on each of the parcels C/D, I, J, K, and L shown in Exhibits IV and V until the receipt of the certificate of occupancy for each respective parcel; (B) regarding each of Parcel O and Lot 12 shown in Exhibits IV and V until the sale or receipt of certificate of occupancy of both parcels, or upon the receipt of certificate of occupancy for all of parcels C/D, I, J, K and L, whichever occurs first and (C) with respect to Developer's Obligation to update the information shown in Exhibits IV and V, for so long as Developer's obligations to provide continuing disclosure has not ended pursuant to clauses (A) and (B) above. Each parcel described in (A) and (B) above is referred to as a "Semi-Annual Developer Disclosure Parcel" and collectively are referred to as the "Semi-Annual Developer Disclosure Parcels" in Exhibits IV and V.

I-XI-11R11

Exhibit II

Reportable Events Related to the Bonds

1. Principal and interest payment delinquencies.
2. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701 -TF.B) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the Bonds, upon notice to the Trustee
3. Defeasances.
4. Release, substitution or sale of property securing repayment of the Bonds, if material.
5. Appointment of a successor or additional trustee or the change of name of a trustee, if material.

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Exhibit HI CUSIP Numbers

Special Assessment Improvement Bonds, Series 2022

Maturity Date	CUSIP
12/01/2022	167686AD6
12/01/2023	167686A E4
12/01/2024	167686API
12/01/2025	167686AG9
12/01/2026	167686AH7
12/01/2027	167686AJ3
12/01/2028	167686A K0
12/01/2029	167686AL8
12/01/2030	167686AM6
12/01/2031	167686AN4
12/01/2032	167686AP9

1-X111BI I III

Exhibit IV

Form of Cons i r i c i ion and Parcel Ownership Information

Exhibit V Other Developer Information

- a. The estimated completion date of each of the Semi-Annual Developer Disclosure Parcels';
- b. Any bulk sale of any Semi-Annual Developer Disclosure Parcel (other than individual condominium units) to a non-related entity;
- c. Any pending litigation that may affect the ability to pay the Special Assessment in any Semi-Annual Developer Disclosure Parcel;
- d. Any material change to the ownership of any Semi-Annual Developer Disclosure Parcel;
- e. Any failure by an owner of a Semi-Annual Developer Disclosure Parcel to pay general ad valorem property taxes or Special Assessments;
- f. Any termination of credit or default under any financing related to a Semi-Annual Developer Disclosure Parcel;
- g. Any occurrence of any event of bankruptcy with respect to the Developer or any owner of a Semi-Annual Developer Disclosure Parcel;
- h. Any significant amendments to the land use entitlements of a Semi-Annual Developer Disclosure Parcel;

- i. Any governmental ly imposed conditions which would prevent or delay the development of any Semi-Annual Developer Disclosure Parcel; and
- j. Any other material changes of which the Developer has knowledge that would prevent or delay the development of any Semi-Annual Developer Disclosure Parcel.

¹ Parcels C/D, I, .1, K, L, O and Lot 1 2 EXHIBIT V

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Appendix F Investor Letter

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FORM OF INVESTOR LETTER

| LETTER 11 LAD OF INVESTOR¹ | Date |

City of Chicago
121 North LaSalle Street
Chicago, Illinois 60602

The Bank of New York Mellon Trust Company, NA. as
Bond Trustee

Re: \$25,216,000 Special Assessment Improvement Bonds, Refunding Series 2022 (Lakeshore East Project) (the "Bonds")

Ladies & Gentleman:

The undersigned, on behalf of _____ (the "Investor"), hereby represents
and warrants to you as follows:

1. The Investor proposes to purchase the Bonds. The Investor understands that the Bonds have not been and will not be registered under the Securities Act of 1933, as amended (the "1933 Act"), or the securities laws of any state and will be sold to the Investor in reliance upon certain exemptions from registration and in reliance upon the

state, and will be sold to the investor in reliance upon certain exemptions from registration and in reliance upon the representations and warranties of the Investor set forth herein. Capitalized terms used but not defined herein shall have the meanings given to them in the Trust Indenture dated as of December 1, 2002 between the City of Chicago and BNY Midwest Trust Company, as amended and supplemented by a First Supplemental Indenture dated as of February 1, 2022 (together, the "Bond Indenture") between the City Of Chicago (the "City") and The Bank of New York Mellon Trust Company, N.A., as successor Trustee to BNY Midwest Trust Company as bond trustee (the "Bond Trustee").

2. The Investor, is a "Qualified Institutional Buyer" within the meaning of Section 144A of the 1933 Act, has sufficient knowledge and experience in business and financial matters in general, and investments such as the Bonds in particular, and is capable of evaluating the merits and risks involved in an investment in the Bonds. The Investor is able to bear the economic risk of, and an entire loss of, an investment in the Bonds.

3. The Investor (i) has been furnished with a Preliminary Limited Offering Memorandum ("PLOM") and a Limited Offering Memorandum ("LOM") regarding the issuance of the Bonds; (ii) has had the opportunity review the PLOM and the LOM and to obtain such information and materials as the Investor believes to be necessary to evaluate the merits and risks of its investment in the Bonds; and, (iii) has concluded on the basis of information available that it is able to bear the risks associated with such investment.

4. The Investor acknowledges and understands that an investment in the Bonds involves a high degree of risk regarding, among other things, the payment of current interest and the payment of principal on the Bonds.

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5. The Investor has authority to purchase the Bonds and to execute this letter and any other instruments and documents required to be executed by the Investor in connection with the purchase of the Bonds.

6. The Investor understands and acknowledges that notwithstanding the City's disclosure obligations under that certain Continuing Information Agreement dated as of _____, 2022, among the City, the Bond Trustee, The Bank of New York Mellon Trust Company, N.A. as dissemination agent, The Bank of New York Mellon, as servicer, and Lakeshore East Development Group LLC, a limited liability company of the State of Illinois ("State") (i) the Bonds are not and do not represent a general obligation of the City and under no circumstances shall the Bonds and the interest thereon be or become an indebtedness or obligation of the City, within the purview of any constitutional or statutory limitation or provision, or a charge against the credit of, or a pledge of the general taxing power of the City, (ii) the Bonds are limited obligations of the City and the payment of principal, premium, if any, and interest on the Bonds are payable solely out of the Trust Estate established under the Bond Indenture consisting of the Assessments and all interest and penalties derived therefrom, (ii) the Special Assessment Lien and (iii) all Funds and Accounts established under the Trust Indenture except (A) the Assessee's Credit Fund and (B) any Rebate Fund. The Investor understands that the Bonds are not payable from general taxes or any other moneys provided by or to the City and (iii) no holder of any Bond or receiver or trustee in connection with the payment of the Bonds has the right to compel the exercise of any appropriation or general taxing power of the City, the County of Cook, the State of Illinois or any political subdivision thereof for payment of the principal amount of, premium, if any, or interest on the Bonds.

7. The Investor acknowledges and understands that the Bonds: (i) have not been and will not be registered or otherwise qualified for sale under the "Blue Sky" laws and regulations of any jurisdiction, (ii) will not be listed on any stock or other securities exchange, (iii) will carry no rating from any rating service, and (iv) will not be readily marketable.

8. The Investor is purchasing the Bonds solely for its own account and not for any other account, for investment purposes and has no intention to resell or distribute all or any portion of, or interest in, the Bonds; provided that the Investor reserves the right to transfer or dispose of the Bonds at any time, and from time to time, in its complete and sole discretion.

9. The Investor agrees that it will only offer, sell, pledge, transfer or exchange the Bonds (or any legal or beneficial interest therein) (i) in accordance with applicable federal and State securities laws; and (ii) to a person who the Investor reasonably believes is a Qualified Institutional Buyer or an Accredited Investor within the meaning of the Act.

By:
Name:
Its:

EXHIBIT E

**\$25,216,000 CITY OF CHICAGO, ILLINOIS SPECIAL ASSESSMENT IMPROVEMENT BONDS,
REFUNDING SERIES 2022
(LAKESHORE EAST PROJECT)**

FIRST SUPPLEMENTAL SERVICING AGREEMENT

THIS FIRST SUPPLEMENTAL SERVICING, AGREEMENT (this "First Supplemental Servicing Agreement") dated as of February 1, 2022, is entered into by The Bank of New York Mellon, as successor to BNY Asset Solutions LLC (the "Servicer"), the City of Chicago (the "City"), a municipality and home rule unit of local government of the State of Illinois (the "State"), and The Bank of New York Mellon Trust Company, N.A., as successor trustee to BNY Midwest Trust Company (the "Trustee"), under the Trust Indenture dated as of December 1, 2002 (the "Original Indenture"), as supplemented and amended by that certain First Supplemental Trust Indenture between the City and the Trustee dated as of February 1, 2022 (the "Bond Indenture" and together with the Original Indenture, the "Indenture") between the City and the Trustee and supplements and amends the Servicing Agreement dated as of December 1, 2002 (the "Original Agreement") entered into in connection with the Prior Bonds (as hereinafter defined).

Witnesses: <http://tnes.se> T ii:

WHEREAS, the City is a municipal corporation and home rule unit Of the State authorized pursuant to Article 9 of the Illinois Municipal Code, 65 Illinois Compiled Statutes 5/9-2, and the Special Assessment Supplemental Bond and Procedures Act, 50 Illinois Compiled Statutes 460 (the "Act"), as modified and supplemented by Section 075 of Title 2, Chapter 102 of the Municipal Code of Chicago (the "Municipal Code"), to undertake a local improvement by special assessment and to issue special assessment improvement bonds to finance the cost of such local improvement; and

WHEREAS, on June 19, 2002, the City Council of the City (the "City Council") adopted an Ordinance of the City (the "Special Assessment Ordinance") which was published in the Journal of Council Proceedings (the "Journal") for such date at pages 88043 through 88202, inclusive, providing for the acquisition and construction of a local improvement (the "Improvement") as described and defined in the Special Assessment Ordinance, the cost thereof to be paid by a special assessment (the "Assessment"), as described in a petition filed by the City in the Circuit Court, Cook County, Illinois, County Department, County Division (the "Court") for the levy of the Assessment to pay the cost of the Improvement (the "Proceeding"); and

WHEREAS, all notices required by the Act in connection with the Improvement and the Proceeding were given; and

WHEREAS, on November 12, 2002, after first resolving all legal and benefit objections, the Court entered its order of confirmation of the Assessment (the "Confirmation Order") in the Proceeding; 30 days passed since the entry of the Confirmation Order; and no appeal of the Confirmation Order was taken; and

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WHEREAS, to most advantageously provide for the payment of a portion of the costs of the Improvement, the City issued its 558,933,000 aggregate original principal amount of Special Assessment Improvement Bonds, Series 2002 (Lakeshore East Project) (the "Prior Bonds") for such purpose; and

WHEREAS, the City has determined it is advantageous to provide for the refunding of the Prior Bonds to achieve debt service savings and the City Council have approved the issuance of \$25,216,000 aggregate principal amount of Special Assessment Improvement Bonds, Refunding Series 2022 (Lakeshore East Project) (the "Series 2022 Bonds") for the purpose of refunding the Prior Bonds; and

WHEREAS, the Series 2022 Bonds will be payable from the Assessment; and

WHEREAS, the Series 2022 Bonds will be secured by the Trust Estate as defined in the Indenture, including (i) amounts on deposit, in a Debt Service Reserve Account and a General Reserve Fund, and (ii) the Special Assessment Lien; and

WHEREAS, the City deems it desirable to enter into this First Supplemental Servicing Agreement for the purpose of amending the Original Agreement as provided herein and for having an agent assist in the billing and collecting of Assessments and amending from time to time the Roll (as defined in the Proceeding); and

WHEREAS, the execution and delivery of this First Supplemental Servicing Agreement has been in all respects duly and validly authorized by ordinance duly adopted and approved by the City Council;

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED, the City, the Servicer and the Trustee agree as follows:

Section 1. Amendment to Definitions.

a) The following defined terms set forth in Section 1.1 of the Original Agreement are hereby amended and restated to read as follows:

"Bonds" means the \$25,216,000 aggregate principal amount of Special Assessment Improvement Bonds, Refunding Series 2022 (Lakeshore East Project).

"Indenture" means the Trust Indenture, dated as of December 1, 2002, as supplemented and amended by that certain First Supplemental Trust Indenture dated as of February 1, 2022 between the City and the Trustee, to secure the Bonds.

"Servicer Fee" means the amount payable to the Servicer on the dates and in the amounts set forth in the schedule attached to the First Supplemental Servicing Agreement as Exhibit A.

b) The following defined term is hereby added to Section 1.1 of the Original Agreement:

b) The following defined term is hereby added to Section 1.1 of the Original Agreement:

4328-5042-1686.9

"First Supplemental Servicing Agreement" means the First Supplemental Servicing Agreement dated as of February 1, 2022, among the City, the Trustee and the Servicer, amending and supplementing the Servicing Agreement dated as of December 1, 2002.

Section 2. Amendments to Section 2.2 Purpose of this Agreement; Summary of

Duties:

a) Section 2.2 (G) of the Servicing Agreement is hereby deleted and replaced with "Reserved".

b) Section 2.2 (I) of the Servicing Agreement is hereby amended and restated to read as follows:

Parties will undertake such actions and execute and deliver such documents as are necessary to release the Special Assessment Lien with respect to each Lot when the amount of any Prepayment has been made in full. Servicer shall prepare payoff statement and advise the Trustee, the Assessee and the City. City shall prepare and execute the Release of Lien, and the Owner shall record the Release of Lien.

c) A new Section 2.2 (J) is hereby added to the Servicing Agreement to read as follows:

Annually on or before December 1, the Servicer shall update the information contained in the chart entitled "Special Assessment Levy and Collections" in the same form as set forth in the Limited Offering Memorandum and submit the form to the Trustee for further dissemination.

Section 3. Amendment to Section 2.7 Servicer's Compensation. Section 2.7 of the Original Agreement is hereby amended and restated to read as follows:

"As compensation for the performance of its obligations under this Agreement the Servicer shall be entitled to receive the Servicer Fee. The Servicer Fee shall be paid on the dates and in the amounts set forth in Exhibit A to the First Supplemental Servicing Agreement and shall terminate on the first to occur of (i) the release of the lien securing the last Lot Assessment or (ii) the defeasance of the Bonds in accordance with the Indenture. The Servicer Fee shall be paid by the Trustee to the Servicer from the Funds specified and in the priority as set forth in the Indenture."

Section 4. Amendment to Section 6.8 Notices. Section 6.8 of the Original Agreement is hereby amended and restated to read as follows:

Section 6.8. Notices. Except as otherwise provided herein, all notices, requests, demands and other communications required or permitted under this Agreement shall be deemed to have been duly given if personally delivered in writing or mailed, first class, postage prepaid, as follows:

4828-5042-1685.9

City of Chicago, Department of Finance 121 North LaSalle Street, Room 700 Chicago, Illinois 60602 Attention: Chief Financial Officer

Financial Officer

City of Chicago Department of Law 121 North LaSalle Street, Room 600 Chicago, Illinois 60602
Attention: Finance and Economic Development Division

The Bank of New York Mellon Trust Company 2 North LaSalle Street, Suite 1020 Chicago, Illinois 60602 Attention:
Corporate Trust Department

The Bank of New York Mellon 2001 Bryan Street, 10th Floor Dallas, Texas 75201
Attention: Commercial Servicing Group

or to such other person or addresses as the respective party hereafter designates in writing to the other parties hereto. Notices personally delivered will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated as of ten (10) business days after mailing.

Section 5. Amendments to Article 4. The following additional representations, warranties and covenants are hereby added to the end of Article 4 of the Original Agreement to read as follows:

Section 4.4. Compliance with All Laws Generally

Servicer must observe and comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later and whether or not they appear in this Agreement, including those set forth in this Section 4.4, and Servicer must pay all taxes and obtain all licenses, certificates and other authorizations required by them. Servicer must require all Subcontractors to do so, also. Further, Servicer must execute an Economic Disclosure Statement and Affidavit ("EDS") in the form attached to this Agreement as Exhibit B. and such EDS is incorporated by reference as though fully set forth in this Agreement. Notwithstanding acceptance by the City of the EDS, Servicer's failure in the EDS to include all information required under the Municipal Code renders this Agreement voidable at the option of the City. Servicer must promptly update its EDS(s) on file with the City whenever any information or response provided in the EDS(s) is no longer complete and accurate. Servicer agrees that Servicer's failure to maintain current throughout the term and any extensions of the term, the disclosures and information pertaining to ineligibility to do business with the City under Chapter 1-23 of

4828-5042-1686.9

the Municipal Code, as such is required under Sec. 2-154-020, shall constitute an event of default.

Notwithstanding anything in this Agreement to the contrary, references to a statute or law are considered to be a reference to (i) the statute or law as it may be amended from time to time; (ii) all regulations and rules pertaining to or promulgated pursuant to the statute or law; and (iii) all future statutes, laws, regulations, rules and executive orders pertaining to the same or similar subject matter.

(a) City Nondiscrimination Requirements. Servicer must comply with applicable federal, state, and local laws and related regulations prohibiting discrimination against individuals and groups.

i) Federal Requirements

Servicer must not engage in unlawful employment practices, such as (1) failing or refusing to hire or discharging any individual, or otherwise discriminating against any individual with respect to

hire or discharging any individual, or otherwise discriminating against any individual with respect, to compensation or the terms, conditions, or privileges of the individual's employment, because of the individual's race, color, religion, sex, age, handicap/disability or national origin; or (2) limiting, segregating or classifying Servicer's employees or applicants for employment in any way that would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect the individual's status as an employee, because of the individual's race, color, religion, sex, age, handicap/disability Of national origin.

Servicer must comply with, and the procedures Servicer utilizes and the Services Servicer provides under this Agreement must comply with, the Civil Rights Act of 1964, 42 U.S.C. sec. 2000e et seq. (1981), as amended and the Civil Rights Act of 1991, P.L. 102-166. Attention is called to: Exec. Order No. 11246, 30 Fed. Reg. 12,319 (1965), reprinted in 42 U.S.C. 2000e note, as amended by Exec. Order No. 11375, 32 Fed. Reg. 14,303 (1967) and by Exec. Order No. 12086, 43 Fed. Reg. 46,501 (1978); Age Discrimination Act, 42 U.S.C. Sections 6101-6106 (1981); Age Discrimination in Employment Act, 29 U.S.C. Sections 621-34; Rehabilitation Act or 1973, 29 U.S.C. Sections 793-794 (1981); Americans with Disabilities Act, 42 U.S.C. Section 12101 et seq.; 41 C.F.R. Part 60 etseq. (1990); and all other applicable federal statutes, regulations and other laws.

ii) State Requirements

Servicer must comply with, and the procedures Servicer utilizes and the Services Servicer provides under this Agreement must comply with, the Illinois Human Rights Act, 775 ILCS 5/1-101 etseq. (1990), as amended and any rules and regulations promulgated in accordance with it, including the Equal Employment Opportunity Clause, 44 111. Admin. Code Section 750 Appendix A. Furthermore, Servicer must comply with the Public Works Employment Discrimination Act, 775

4828-5042-1685.9

ILCS 10/0.01 et seq. (1990). as amended, and all other applicable state statutes, regulations and other laws.

(iii) City Requirements

Servicer must comply with, and the procedures Servicer utilizes and the Services Servicer provides under this Agreement must comply with, the Chicago Human Rights Ordinance, Chapter 2-160, Section 2-160-010 et seq. of the Municipal Code of Chicago (1990), as amended, and all other applicable City ordinances and rules.

b) *Subcontractors*

Servicer "must, incorporate all of this Section 4.4 by reference in all agreements entered into with any furnishers of services or Subcontractors that may provide any labor or services in connection with this Agreement. Further, Servicer must furnish and must cause each of its Subcontractor(s) to furnish such, reports and information as requested by the federal, state, and local agencies charged with enforcing such laws- and regulations, including the Chicago Commission on Illiiman Relations.

c) *Inspector General*

It is the duty of any bidder, proposer or Servicer, all Subcontractors, and every applicant for

It is the duty of any bidder, proposer or Servicer, all Subcontractors, and every applicant for certification of eligibility for a City contract or program, and all officers, directors, agents, partners and employees of any bidder, proposer, Servicer, any contractor, all Subcontractors or such applicant to cooperate with the Legislative Inspector General or the Inspector General in any investigation or hearing, if applicable, undertaken pursuant to Chapters 2-55 and 2-56, respectively, of the Municipal Code. Servicer understands and will abide by all provisions of Chapters 2-55 and 2-56 of the Municipal Code. All subcontracts must inform Subcontractors of the provision and require understanding and compliance with it.

It is the duty of the Servicer, Subcontractor, and every applicant for certification of eligibility for a City contract or program, and all officers, directors, agents, partners, and employees of the Servicer, Subcontractor or such applicant to cooperate with the Legislative Inspector General in any investigation undertaken pursuant to Chapter 2-55 of the Municipal Code. Servicer represents that ~~<http://that>~~ .it ~~<http://it>~~ understands and will abide by all provisions of Chapter 2-55 of the Municipal Code and that Servicer will inform Subcontractors of this provision and require their compliance.

(cl) Business Relationships with Elected Officials

Pursuant to Section 2-156-030(b) of the Municipal Code, it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected official has a business relationship, or to participate in

4828-5042-1686 9

any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a business relationship. Violation of Section 2-156-030(b) by any elected official with respect to this Agreement is grounds for termination of this Agreement. The term business relationship is defined as set forth in Section 2-156-080 of the Municipal Code.

Section 2-156-080 defines a "business relationship" as any contractual or other private business dealing of an official, or his or her spouse, or of any entity in which an official or his or her spouse has a financial, interest, with a person or entity which entitles an official to compensation or payment in the amount of \$2,500 or more in a calendar year; provided, however, a financial interest, shall not include: (i) any ownership through purchase at fair market value or inheritance of less than one percent of the share of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the value of or dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended (the "1934 Act"); (ii) the authorized compensation paid to an official or employee for his office or employment; (iii) any economic benefit provided equally to all residents of the City; (iv) a time or demand deposit in a financial institution; or (v) an endowment or insurance policy or annuity contract purchased from an insurance company. Any contractual or other private business dealings shall not include any employment relationship of an official's spouse with an entity when such spouse has no discretion concerning or input relating to the relationship between that entity and the City.

(e) Chicago "Living Wage " Ordinance

(i) Section 2-92-610 of the Municipal Code provides for a living wage for certain categories of workers employed in the performance of City contracts, specifically non-City employed security guards, parking attendants, day laborers, home and health care workers, cashiers, elevator operators, custodial workers, and clerical workers ("Covered Employees"). Accordingly, pursuant to Section 2-92-610, and

workers and clerical workers (Covered Employees). Accordingly, pursuant to Section 2-92-010 and regulations promulgated under it:

(x) If Servicer has 25 or more full-time employees, and

(y) If at any time during the performance of this Agreement, Servicer and/or any Subcontractor or any other entity that provides any portion of the Services (collectively "Performing Parties") uses 25 or more full-time security guards, or any number of other full-time Covered Employees, then

(z) Servicer must pay its Covered Employees, and must ensure that all other Performing Parties pay their Covered Employees, not less than the minimum hourly rate as determined in accordance with this provision (the "Base Wage") for all Services performed under this Agreement.

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4828-5042-1686.9

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ii) Servicer's obligation to pay, and to ensure payment of, the Base Wage will begin at any time during the term of this Agreement when the conditions set forth in (i)(x) and (i)(y) above are met, and will continue until the end of the term of this Agreement.

iii) As of July 1, 2020, the Base Wage is \$14.15 per hour, and each July 1 thereafter, the Base Wage will be adjusted using the most recent federal poverty guidelines for a family of four as published annually by the U.S. Department of Health and Human Services, to constitute the following: the poverty guidelines for a family of four divided by 2000 hours or the current base wage, whichever is higher. The currently applicable Base Wage is available from the Department of Procurement Services. At all times during the term of this Agreement, Servicer and all other Performing Parties must pay the Base Wage (as adjusted in accordance with the above). If the payment of prevailing wages is required for Services done under this Agreement, and the prevailing wages for Covered Employees are higher than the Base Wage, then Servicer and all other Performing Parties must pay the prevailing wage rates.

iv) Servicer must include provisions in all subcontracts requiring its Subcontractors to pay the Base Wage to Covered Employees. Servicer agrees to provide the City with documentation acceptable to the Department demonstrating that all Covered Employees, whether employed by Servicer or by a Subcontractor, have been paid the Base Wage, upon the City's request for such documentation. The City may independently audit Servicer and/or Subcontractors to verify compliance with this section. Failure to comply with the requirements of this section will be an event of default under this Agreement, and further, failure to comply may result in ineligibility for any award of a City contract or subcontract for up to 3 years.

v) Not-for-Profit Corporations: If Servicer is a corporation having federal tax-exempt status; under Section 501(c)(3) of the Internal Revenue Code and is recognized under Illinois not-for-profit law, then the provisions of subsections (i) through (iv) above do not apply.

(j) *Prohibition on Certain Contributions*

Servicer agrees that Servicer, any person or entity who directly or indirectly has an ownership or beneficial interest in Servicer of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, Servicer's subcontractors, any person or entity who directly or indirectly has an ownership or beneficial interest in any subcontractor of more than 7.5 percent ("Sub-owners") and spouses and domestic partners of such Sub-owners (Servicer and all the other preceding classes of persons and entities are together, the "Identified Parties"), shall not make a contribution of any amount to the Mayor of the City of Chicago ("Mayor") or to his political fundraising committee (i) after execution of this Agreement by Servicer, (ii) while this Agreement or any Other Contract (as defined herein) is executory, (iii) during the term of this Agreement or any Other Contract between Servicer and the City, or (iv) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated.

4828-5CM2-1686 9

Servicer represents and warrants that since the date of public advertisement of the specification, request for qualifications, request for proposals or request for information (or any combination of those requests) or, if not competitively procured, from the date the City approached Servicer or the date Servicer approached the City, as applicable, regarding the formulation of this Agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

Servicer agrees that it shall not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

Servicer agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 2011-4 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 2011-4.

Servicer agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision Or violation of Mayoral Executive Order No. 2011-4 constitutes a breach and default under this Agreement, and under any Other Contract for which no opportunity to cure will be granted. Such breach and default entitles the City to all remedies (including without limitation termination for default) under this Agreement, under Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If Servicer violates this provision or Mayoral Executive Order No. 2011-4 prior to award of the Agreement resulting from this specification, the Department may reject Servicer's bid.

For purposes of this provision:

"Bundle" means to collect contributions from more than one source which are then delivered by one person to the Mayor or to his political fundraising committee.

"Other Contract" means any other agreement with the City of Chicago to which Servicer is a party that is (i) formed under the authority of chapter 2-92 of the Municipal Code of Chicago; (ii) entered into for the purchase or lease of real or personal property; or (iii) for materials, supplies, equipment

or services which are approved or authorized by the city council.

"Contribution" means a "political contribution" as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

Individuals are "Domestic Partners" if they satisfy the following criteria:

9

4828-5042-1686 9

- A) they are each other's sole domestic partner, responsible for each other's common welfare; and
- B) neither party is married, as marriage is defined under Illinois law; and
- C) the partners are not related by blood closer than would bar marriage in the State of Illinois; and
- D) each partner is at least 18 years of age, and the partners are the same sex, and the partners reside at the same residence; and
- (E) two of the following four conditions exist for the partners:
 - 1. The partners have been residing together for at least 12 months.
 - 2. The partners have common or joint ownership of a residence.
 - 3. The partners have at least, two of the following arrangements:
 - a. joint ownership of a motor vehicle;
 - b. a joint credit account;
 - c. a joint checking account;
 - d. a lease for a residence identifying both domestic partners as tenants.
 - 4. Each partner identifies the other partner as a primary beneficiary in a will.

"Political fundraising committee" means a "political fundraising committee" as defined in Chapter 2-156 of the Municipal code of Chicago, as amended."

g) *Deemed Inclusion*

Provisions required by law, ordinances, rules, regulations, or executive orders to be inserted in this Agreement are deemed inserted in this Agreement whether or not they appear in this Agreement or, upon application by either party, this Agreement will be amended to make the insertion; however, in no event will the failure to insert the provisions before or after this Agreement is signed prevent its enforcement.

h) *Ineligibility to do Business with City*

Failure by the Servicer or any Controlling Person (defined in Section 1-23-010 of the Municipal Code) thereof to maintain eligibility to do business with the City in violation of Section 1-23-030 of the Municipal Code shall render this Agreement voidable or subject to termination, at the option of the Chief Financial Officer. Servicer agrees that Servicer's failure to maintain eligibility (or failure by Controlling Persons to maintain eligibility) to do business with the City in violation of Section 1-23-030 of the Municipal Code shall constitute an event of default.

Section 4.5 Special Conditions

4828-5042-1686 9

Warranties and Representations

In connection with signing and carrying out this Agreement, Servicer:

i) warrants that Servicer is appropriately licensed under Illinois law to perform the Services required under this Agreement and will perform no Services for which a professional license is required by law and for which Servicer is not appropriately licensed;

ii) warrants it is financially solvent; it and each of its employees, agents and Subcontractors of any tier are competent to perform the Services required under this Agreement; and Servicer is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated in this Agreement;

iii) warrants that it will not knowingly use the services of any ineligible contractor or Subcontractor for any purpose in the performance of its Services under this Agreement;

iv) warrants that Servicer and its Subcontractors are not in default at the time this Agreement is signedj and have not been deemed by the Department to have, within 5 years immediately preceding the date of this Agreement, been found to be in default oh any contract awarded by the City;

v) represents that it has carefully examined and analyzed the provisions and requirements of this Agreement; it understands the nature of the Services required; from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement; this Agreement is feasible of performance, in accordance with all of its provisions and requirements, and Servicer warrants it can and will perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Agreement;

vi) represents that Servicer and, to the best of its knowledge, its Subcontractors are not in violation ofthe provisions of Section 2-92-320 ofthe Municipal Code, and in connection with it, and additionally in connection with the Illinois Criminal Code, 720 ILCS 5/33E as amended, and the Illinois Municipal Code, 65 ILCS 5/11-42.1-1;

vii) acknowledges that Servicer and its Subcontractors understand and will abide by all provisions of Chapter 2-26-010 et seq. ofthe Municipal Code relating to the Office of Compliance;

viii) acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under Sections 5.1 of this Agreement;

ix) warrants and represents that neither Servicer nor an Affiliate of Servicer (as defined below) appears on the Specially Designated Nationals List, the Denied Persons List, the unverified List, the Entity List, or the Debarred List as maintained by the Office

4828-5042-1686 9

of the U.S. Department of the Treasury or by the Bureau of Industry and Security of the U.S. Department of Commerce (or their successors), or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment. "Affiliate of Servicer" means a person or entity that directly (or indirectly through one or more intermediaries) controls, is controlled by or is under common control with Servicer. A person or entity will be deemed to be controlled by another person or entity if it is controlled in any manner whatsoever that results in control in fact by that other person or entity (either acting individually or acting jointly or in concert with others) whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise; and

Section 4.6 Ethics

(a) In addition to the foregoing warranties and representations, Servicer

warrants:

i) no officer, agent or employee of the City is employed by Servicer or has a financial interest directly or indirectly in this Agreement or the compensation to be paid under this Agreement except as may be permitted in writing by the Board of Ethics established under Chapter 2-156 of the Municipal Code.

ii) no payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any Subcontractors to Servicer or higher tier Subcontractors or anyone associated with them, as an inducement for the award of a subcontract or order.

(b) Servicer further acknowledges that any Agreement entered into, negotiated or performed in violation of any of the provisions of Chapter 2-156 is voidable as to the City

Section 4.7 EDS / Certification Regarding Suspension and Debarment

Servicer certifies, as further evidenced in the EDS attached as Exhibit B, by its acceptance of this Agreement that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. Servicer further agrees by executing this Agreement that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts. If Servicer or any lower tier participant is unable to certify to this statement, it must attach an explanation to the Agreement.

Section 6. Amendment to Exhibit B. Exhibit B to the Original Agreement is hereby replaced with Exhibit B attached to this First Supplemental Servicing Agreement.

Section 7. Representations and Warranties. The Servicer hereby makes the following representations and warranties as of the date of issuance of the Series 2022 Bonds, which shall survive the date hereof:

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a) The Servicer has been duly organized and is validly existing and in good standing as a New York state banking organization, with requisite corporate power and authority to perform its obligations under this First Supplemental Servicing Agreement, and to transact the business in which it is now engaged.

b) The First Supplemental Servicing Agreement has been duly authorized, executed and

b) The First Supplemental Servicing Agreement has been duly authorized, executed and delivered by the Servicer and constitutes the valid and legally binding obligation of the Servicer enforceable against the Servicer in accordance with its terms, subject as to enforcement to any bankruptcy, insolvency, reorganization and other similar laws of general applicability relating to or affecting creditors' rights generally and to general principles of equity regardless of whether enforcement is sought in a court of equity or law.

c) Each of the representations and warranties of the Servicer set forth in Article 3 of the Original Agreement remains true and correct as of the date of this First Supplemental Servicing Agreement.

d) No default has occurred by the Servicer under the Original Agreement.

Section 8. Ratification. Except as specifically amended hereby, the Original Agreement shall continue in full force and effect in accordance with its terms. Each of the Servicer and Trustee hereby specifically confirms and ratifies its respective obligations, covenants and consents under the Original Agreement, as hereby modified. Except as expressly provided herein, the execution and delivery of this First Supplemental Servicing Agreement shall not: (i) constitute an extension, modification, or waiver of any aspect Of the Original Agreement, or any right or remedy thereunder; (ii) establish a course of dealing between the City and the Servicer or the Trustee; or (iii) give rise to any defenses or counterclaims to the City's right to enforce its rights and remedies under the Original Agreement.

Section 9. Headings. Section headings in this First Supplemental Servicing Agreement are included herein for convenience of reference only and shall not constitute a part of this First Supplemental Servicing Agreement for any other purpose.

Section 10. Illinois Law. This Amendment is governed by the laws of the State of Illinois.

Section 1.1. Counterparts. This First Supplemental Servicing Agreement may be executed in multiple counterparts, each of which shall be regarded for all purposes as an original; and such counterparts shall constitute but one and the same instrument.

Section 12. Third-Party Beneficiary. The owners of the Series 2022 Bonds are express third-party beneficiaries to this First Supplemental Servicing Agreement.

[Signature Page Follows]

4828-5042-1686.9

IN WITNESS WHEREOF, the City, the Servicer and the Trustee have caused this First Supplemental Servicing Agreement to be duly executed by their respective officers thereunto duly authorized as of the date and year first above written.

CITY OF CHICAGO

THE BANK OF NEW YORK MELLON, as successor to BNY
Asset Solutions LLC, as Servicer

By
Name: Title:

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A., as Trustee

By
Name: title:

[Signature Page to First Supplemental Servicing Agreement]

IN WITNESS WHEREOF, the City, the Servicer and the Trustee have caused this First Supplemental Servicing Agreement to be duly executed by their respective officers thereunto duly authorized as of the date and year first above written.

CITY OF CHICAGO

By
Jennie Huang Bennett Chief Financial Officer

THE BANK OF NEW YORK MELLON, as successor to BNY Asset
Solutions LLC, as Servicer

Name: Kelly Crosson Title: VicePresident

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,
as Trustee

Ry
Name: Title:

[Signature Page to First Supplemental Servicing Agreement]

IN WITNESS WHEREOF, the City, the Servicer and the Trustee have caused this First Supplemental Servicing Agreement to be duly executed by their respective officers thereunto duly authorized as of the date and year first above written.

CITY OF CHICAGO

By
Jennie Huang Bennett Chief Financial Officer

THE BANK OF NEW YORK MELLON, as successor to BNY Asset
Solutions LLC, as Servicer

By
Name: Title:

THE BANK OF NEW YORK MELLON TRUST COMPANY,
N.A., as Trustee

Name: ROBERT W. HARDY

Title: VICE PRESIDENT

[Signature Page to First Supplemental Servicing Agreement]

Exhibit A

Supplemental Indenture Closing Fee

This fee pertains to amounts due for work performed by the Servicer in preparation for and in connection with the closing of the First Supplemental Indenture. This fee will be paid to the Servicer as of the closing date of the First Supplemental Indenture

Lot Assessment Account Servicing Fee for Payment Notices	The greater of \$35,000 per semi-annual billing period or a fee calculated on the following charges per billing statement period
Semi-annual Statement	\$20.00 per Statement
Notice of Delinquent Assessment	\$10.00 per Statement

This fee will be paid semi-annually on each June 1 and December 1 commencing on June 1, 2022. Servicer may increase this fee at five year intervals beginning March 1, 2025 for increases in the Consumer Price Index during the preceding five-year period.

Account Adjustment Fee

Servicer will be paid a fee for each addition and deletion of a tax account to compensate it for adjusting its servicing system to record such additions and deletions as the Project's original eighteen (18) parcels are subdivided into new, additional tax accounts.

Tax Certificates/Prepayments/Releases	Market Rate
Prepayment Payoff Statement Revision Fee	\$25 per revised payoff statement

Supplemental Indenture to First Supplemental Servicing Agreement, dated 5/5/2022, between the City of Atlanta and the Trust

Servicer may charge Lot owners a market-rate fee equivalent to that charged by taxing authorities and title companies for producing written tax certificates and/or special assessment full or partial prepayment statements to facilitate taxpayers' sales or refinancing of Lots, or full or partial prepayments of assessments and accompanying releases. Servicer will periodically survey the Chicago market to ensure that tax certificates, payoff statements and releases are being charged at a market rate.

Out-of-Pocket Reimbursements

Servicer shall be reimbursed for the following:

- Reasonable and necessary legal and travel expenses
- Copying and delivery charges for copies of documents or reports requested by the City, County or Trustee other than those that are required to be delivered under Section 2.2.A-J
- All charges associated with the Lockbox Account

If the fees and/or reimbursements cannot be paid when due as a result of insufficient funds in the Making and Levying Fund, such unpaid amounts will accrue interest from the date when due at the Wall Street Journal Prime Rate and be paid when funds are next available in the Making and Levying Fund.

4828-5042-1686 9

Exhibit Ji

CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT

SECTION I -- GENERAL INFORMATION

A. Legal name of the Disclosing Party submitting this EDS. Include d/b/a/ if applicable:

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. ☐ the Applicant
OR
2. ☐ a legal entity currently holding, or anticipated to hold within six months after City
2. action on the contract, transaction or other undertaking to which this EDS pertains (referred to
2. below as the "Matter"), a direct or indirect interest in excess of 7.5% in the Applicant. State the
2. Applicant's legal name:

3. ☐ a legal entity with a director indirect right of control of the Applicant (see Section 11(B)(1)) State the legal name of the entity in which the Disclosing Party holds a right of control:

B. Business address of the Disclosing Party:

C. Telephone:

Fax:

Email:

D. Name of contact person:

E. Federal Employer Identification No. (if you have one):

F. Brief description of the Matter to which this EDS pertains. (Include project number and location of property, if applicable):

4828-5042-1686 9

G. Which City agency or department is requesting this EDS?

If the Matter is a contract being handled by the CityLJs Department of Procurement Services, please complete the following:

Specification # and Contract //

SECTION n -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

- | | |
|---|--|
| <input type="checkbox"/> Person | <input type="checkbox"/> Limited liability company |
| <input type="checkbox"/> Publicly registered business corporation | <input type="checkbox"/> Limited liability partnership |
| <input type="checkbox"/> Privately held business coiporation | <input type="checkbox"/> Joint venture |
| <input type="checkbox"/> Sole proprietorship | <input type="checkbox"/> Not-for-profit corporation |
| <input type="checkbox"/> General partnership | (Is the not-for-profit corporation also a 501(c)(3))? |
| <input type="checkbox"/> Limited partnership | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <input type="checkbox"/> Trust | <input type="checkbox"/> Other (please specify) |

2. For legal entities, the state (or foreign country) of incorporation or organization, if applicable:

3. For legal entities not organized in the State of Illinois: Has the organization registered to do business in the State of Illinois as a foreign entity?

☐ Yes ☐ No ☐ Organized in Illinois

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1. List below the full names and titles, if applicable, of: (i) all executive officers and all directors of the entity; (ii) for not-for-profit corporations, all members, if any, which are legal entities (if there are no such members, write "no members which are legal entities"); (iii) for trusts, estates or other similar entities, the trustee, executor, administrator, or similarly situated party; (iv) for general or limited partnerships, limited liability companies, limited liability partnerships or joint ventures, each general partner, managing member, manager or any other person or legal entity that directly or indirectly controls the day-to-day management of the Applicant.

NOTE: Each legal entity listed below must submit an EDS on its own behalf.

Name Title

4828-5042-1686.9

2. Please provide the following information concerning each person or legal entity having a direct or indirect, current or prospective (i.e. within 6 months after City action) beneficial interest (including ownership) in excess of 7.5% of the Applicant. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture, interest of a member or manager in a

limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state i None.! ■

NOTE: Each legal entity listed below may be required to submit an EDS on its own behalf.

Name	Business Address	Percentage Interest in the Applicant
------	------------------	--------------------------------------

SECTION III -- INCOME OR COMPENSATION TO, OR OWNERSHIP BY, CITY ELECTED OFFICIALS

Has the Disclosing Party provided any income or compensation to any City elected official during the 12-month period preceding the date of this EDS? [Y]Yes [J]No

Does the Disclosing Party reasonably expect to provide any income or compensation to any City elected official during the 12-month period following the date of this EDS? [Y]Yes [J]No

If DyesD to either of the above, please identify below the name(s) of such City elected officials) and describe such income or compensation:

Does any City elected official or, to the best of the Disclosing Party's knowledge after reasonable inquiry, any

City elected official, spouse or domestic partner, have a financial interest (as defined in Chapter 2-156 of the Municipal Code of Chicago (MCCLT)) in the Disclosing Party?

☐ Yes ☐ No

If "yes," please identify below the name(s) of such City elected official(s) and/or spouse(s)/domestic partner(s) and describe the financial interest(s).

SECTION IV - DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist (as defined in MCC Chapter 2-156), accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll. If the Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.

Name (indicate whether Business Relationship to Disclosing Party Fees (indicate whether

4828-5042-1686.9

retained or anticipated Address (subcontractor, attorney,
to be retained) lobbyist, etc.)

paid or estimated.) NOTE:

☐ hourly rated or Ct.b.d.u is not an acceptable response.

(Add sheets if necessary)

☐ Check here if the Disclosing Party has not retained, nor expects to retain, any such persons or entities.

SECTION V -CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under MCC Section 2-92-415, substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the contract term.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrears on any child support obligations by any Illinois court of competent jurisdiction?

☐ Yes ☐ No ☐ No person directly or indirectly owns 10% or more of the Disclosing Party.

If Yes, has the person entered into a court-approved agreement for payment of all support owed and is the

11 Does AJ has the person entered into a court-approved agreement for payment of all support owed and is the person" in compliance with that agreement?

☐ Yes ☐ No

B. FURTHER CERTIFICATIONS

1. [This paragraph 1 applies only if the Matter is a contract being handled by the City's Department of Procurement Services.] In the 5-year period preceding the date of this EDS, neither the Disclosing Party nor any Affiliated Entity [see definition in (5) below] has engaged, in connection with the performance of any public contract, the services of an integrity monitor, independent private sector inspector general, or integrity compliance consultant (i.e., an individual or entity with legal, auditing, investigative, or other similar skills, designated by a public agency to help the agency monitor the activity of specified agency vendors as well as help the vendors reform their business practices, so they can be considered for agency contracts in the future, or continue with a contract in progress).

2. The Disclosing Party and its Affiliated Entities are not delinquent in the payment of any line, fee, tax or other source of indebtedness owed to the City of Chicago, including, but not limited to, water and sewer charges, license fees, parking tickets, property taxes and sales taxes, nor is the Disclosing Party delinquent in the payment of any tax administered by the Illinois Department of Revenue.

3. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section 11(B)(1) of this EDS:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;

4828-5042-1686 9

b. have not, during the 5 years before the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;

c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in subparagraph (b) above;

d. have not, during the 5 years before the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and

e. have not, during the 5 years before the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

4. The Disclosing Party understands and shall comply with the applicable requirements of MCC Chapters 2-56 (Inspector General) and 2-156 (Governmental Ethics).

5. Certifications (5), (6) and (7) remain:

5. Certifications (c), (b) and (f) concern:

- the Disclosing Party;

, [any Contractor] (meaning any contractor or subcontractor used by the Disclosing Party in connection with the Matter, including but not limited to all persons or legal entities disclosed under Section IV, ^Disclosure of Subcontractors and Other Retained Parties);

- any "Affiliated Entity" (meaning a person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity). Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following

the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity. With respect to Contractors, the term Affiliated Entity means a person or entity that directly or indirectly controls the Contractor, is controlled by it, or, with the Contractor, is under common control of another person or entity;

- any responsible official of the Disclosing Party, any Contractor or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Contractor or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Contractor or any Affiliated Entity (collectively "Agents").

Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor, nor any Agents have, during the 5 years before the date of this EDS, or, with respect to a Contractor, an Affiliated Entity, or an Affiliated Entity of a Contractor during the 5 years before the date of such Contractor's or Affiliated Entity's contract or engagement in connection with the Matter:

a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;

b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or

4828-5042-1686 9

c. made an admission of such conduct described in subparagraph (a) or (b) above that is a matter of record, but have not been prosecuted for such conduct; or

d. violated the provisions referenced in MCC Subsection 2-92-32()(a)(4)(Contracts Requiring a Base Wage); (a)(5) (Debarment Regulations); or (a)(6)(Minimum Wage Ordinance).

6. Neither the Disclosing Party, nor any Affiliated Entity or Contractor, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

7. Neither the Disclosing Party nor any Affiliated Entity is listed on a Sanctions List maintained by the United States Department of Commerce, State, or Treasury, or any successor federal agency.

8. [FOR APPLICANT ONLY] (i) Neither the Applicant nor any Controlling Person [see MCC Chapter 1-23, Article I for applicability and defined terms] of the Applicant is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any Sister agency; and (ii) the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City. NOTE: If MCC Chapter 1-23, Article I applies to the Applicant, that Article's permanent compliance timeframe supersedes 5-year compliance timeframes in this Section V.

9. [FOR APPLICANT ONLY] The Applicant and its Affiliated Entities will not use, nor permit their subcontractors to use, any facility listed as having an active exclusion by the U.S. EPA on the federal System for Award Management (SAMS).

10. [FOR APPLICANT ONLY] The Applicant will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in Certifications (2) and (9) above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Applicant has reason to believe has not provided or cannot provide truthful certifications.

11. If the Disclosing Party is unable to certify to any of the above statements in this Part B (Further Certifications), the Disclosing Party must explain below:

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

12. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all current employees of the Disclosing Party who were, at any time during the 12-month period preceding the date of this EDS, an employee, or elected or appointed official, of the City of Chicago (if none, indicate with UN/AIJ or none).

-5042-1686.9

13. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all gifts that the Disclosing Party has given or caused to be given, at any time during the 12-month period preceding the execution date of this EDS, to an employee, or elected or appointed official, of the City of Chicago. For purposes of this statement, a gift does not include: (i) anything made generally available to City employees or to the general public, or (ii) food or drink provided in the course of official City business and having a retail value of less than \$25 per recipient, or (iii) a political contribution otherwise duly reported as required by law (if none, indicate with UN/AD or none). As to any gift listed below, please also list the name of the City recipient.

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

1. The Disclosing Party certifies that the Disclosing Party (check one)

☐ is ☐ is not

a "financial institution" as defined in MCC Section 2-32-455(b).

2. If the Disclosing Party IS a financial institution, then the Disclosing Party pledges:

"We are not and will not become a predatory lender as defined in MCC Chapter 2-32. We further pledge that none of our affiliates is, and none of them will become, a predatory lender as defined in MCC Chapter 2-32. We understand that becoming a predatory lender or becoming an affiliate of a predatory lender may result in the loss of the privilege of doing business with the City."

If the Disclosing Party is unable to make this pledge because it or any of its affiliates (as defined in MCC Section 2-32-455(b)) is a predatory lender within the meaning of MCC Chapter 2-32, explain here (attach additional pages if necessary):

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

D. CERTIFICATION REGARDING FINANCIAL INTEREST IN CITY BUSINESS

Any words or terms defined in MCC Chapter 2-156 have the same meanings if used in this Part D.

1. In accordance with MCC Section 2-1 56-110: To the best of the Disclosing Party's knowledge after reasonable inquiry, does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

☐ Yes ☐ No

NOTE: If you checked "Yes" to Item D(1), proceed to Items D(2) and D(3). If you checked "No" to Item D(1), skip Items D(2) and D(3) and proceed to Part E.

4828-5042-1686 9

2. Unless sold pursuant to a process of competitive bidding, or otherwise permitted, no City elected official or employee shall have a financial interest in his or her own name or in the name of any other person or entity in the purchase of any property that (i) belongs to the City, or (ii) is sold for taxes or assessments, or (iii) is sold by virtue of legal process at the suit of the City (collectively, "City Property Sale"). Compensation for property taken pursuant to the City's eminent domain power does not constitute a financial interest within the meaning of this Part D.

Does the Matter involve a City Property Sale?

☐ Yes ☐ No

3. If you checked "Yes" to Item D(1), provide the names and business addresses of the City officials or employees having such financial interest and identify the nature of the financial interest:

Name	Business Address	Nature of Financial Interest
------	------------------	------------------------------

4. The Disclosing Party further certifies that no prohibited financial interest in the Matter will be acquired by any City official or employee.

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

Please check either (1) or (2) below. If the Disclosing Party checks (2), the Disclosing Party must disclose below or in an attachment to this EDS all information required by (2). Failure to comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

1. The Disclosing Party verifies that the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves), and the Disclosing Party has found no such records.

2. The Disclosing Party verifies that, as a result of conducting the search in step (1) above, the Disclosing Party has found records of investments or profits from slavery or slaveholder insurance policies. The Disclosing Party verifies that the following constitutes full disclosure of all such records, including the names of any and all slaves or slaveholders described in those records:

SECTION VI - CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

NOTE: If the Matter is federally funded, complete this Section VI. If the Matter is not federally funded, proceed to Section VII. For purposes of this Section VI, tax credits allocated by the City and proceeds of debt obligations of the City are not federal binding.

4828-5042-1686 9

A. CERTIFICATION REGARDING LOBBYING

1. List below the names of all persons or entities registered under the federal Lobbying Disclosure Act of 1995, as amended, who have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter: (Add sheets if necessary):

(If no explanation appears or begins on the lines above, or if the letters "NA" or if the word "None" appear, it will be conclusively presumed that the Disclosing Party means that NO persons or entities registered under the Lobbying Disclosure Act of 1995, as amended, have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter.)

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in paragraph A(1) above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress,

an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

3. The Disclosing Party will submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the statements and information set forth in paragraphs A(1) and A(2) above.

4. The Disclosing Party certifies that either: (i) it is not an organization described in section 501(c)(4) of the Internal Revenue Code of 1986; or (ii) it is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986 but has not engaged and will not engage in "Lobbying Activities," as that term is defined in the Lobbying Disclosure Act of 1995, as amended.

5. If the Disclosing Party is the Applicant, the Disclosing Party must obtain certifications equal in form and substance to paragraphs A(1) through A(4) above from all subcontractors before it awards any subcontract and the Disclosing Party must maintain all such subcontractors' certifications for the duration of the Matter and must make such certifications promptly available to the City upon request.

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

If the Matter is federally funded, federal regulations require the Applicant and all proposed subcontractors to submit the following information with their bids or in writing at the outset of negotiations.

Is the Disclosing Party the Applicant?

☐ Yes ☐ No

If ☒ Yes, answer the three questions below:

1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)

☒ Yes ☐ No

-5042-16869

2. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?

☐ Yes ☒ No ☐ Reports not required

3. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?

☐ Yes ☐ No

If you checked ☐ No to question (1) or (2) above, please provide an explanation:

SECTION VII - FURTHER ACKNOWLEDGMENTS AND CERTIFICATION

The Disclosing Party understands and agrees that:

A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.

B. The City's Governmental Ethics Ordinance, MCC Chapter 2-156, imposes certain duties and obligations on persons or entities seeking City contracts; work, business, or transactions. The full text of this ordinance and a training program is available on line at www.cityofchicago.org/Ethics <<http://www.cityofchicago.org/Ethics>>, and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with this ordinance.

G If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded or void), at law, or in equity, including, terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other City transactions. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.

D. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided in, and appended to, this EDS may be made publicly available on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.

E. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires.

NOTE: With respect to Matters subject to MCC Chapter

1-23, Article I (imposing PERMANENT INELIGIBILITY for certain specified offenses), the information provided herein regarding eligibility must be kept current for a longer period, as required by MCC Chapter 1-23 and Section 2-154-020.

4828-5042-1686.9

CERTIFICATION

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS, and all applicable Appendices, on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS, and all applicable Appendices, are true, accurate and complete as of the date furnished to the City.

(Print or type exact legal name of Disclosing Party)

By:

(Sign here)

(Print or type name of person signing)

(Print or type title of person signing)

Signed and sworn to before me on (date)

at County, (state).

Notary Public

Commission expires:

4328-5042-1686.9

**CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT
AND AFFIDAVIT
APPENDIX A**

**FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS
AND DEPARTMENT HEADS**

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5%. It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

Under MCC Section 2-154-015, the Disclosing Party must disclose whether such Disclosing Party or any ☐Applicable PartyD or any Spouse or Domestic Partner thereof currently has a ☐familial relationship^ with any elected city official or department head. A ☐familial relationshipD exists if, as of the date this EDS is signed, the Disclosing Party or any DApplicable PartyU or any Spouse or Domestic Partner thereof is related to the mayor, any alderman, the city clerk, the city treasurer or any city department head as spouse or domestic partner or as any of the following, whether by blood or adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

☐Applicable PartyD means (1) all executive officers of the Disclosing Party listed in Section TLB. La., if the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership; all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited partnership; all managers, managing members and members of the Disclosing Party, if the Disclosing Party is a limited liability company; (2) all principal officers of the Disclosing Party; and (3) any person having more than a 7.5% ownership interest in the Disclosing Party. DPrincipal officersD means the president, chief operating officer, executive director, chief financial officer, treasurer or secretary of a legal entity or any person exercising similar authority.

Does the Disclosing Party or any DApplicable PartyU or any Spouse or Domestic Partner thereof currently have a ☐familial relationshipLJ with an elected city official or department head?

☒ Yes

☐ No

If yes, please identify below (1) the name and title of such person, (2) the name of the legal entity to which such person is connected; (3) the name and title of the elected city official or department head to whom such person has a familial relationship, and (4) the precise nature of such familial relationship.

4828-5042-1686 9

**CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT AND
AFFIDAVIT
APPENDIX B**

BUILDING CODE SCOFFLAW/PROBLEM LANDLORD CERTIFICATION

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct

ownership interest in the Applicant exceeding 7.5% (an "Owner"). It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

1. Pursuant/to MCC Section 2-154-010, is the Applicant or any Owner identified as a building code scofflaw or problem landlord pursuant to MCC Section 2-92-416?

☐ Yes

☐ No

2. If the Applicant is a legal entity publicly traded on any exchange, is any officer or director of the Applicant identified as a building code scofflaw or problem landlord pursuant to MCC Section 2-92-416?

☐ Yes

☐ No

☐ The Applicant is not publicly traded on any

exchange.

3. If yes to (1) or (2) above, please identify below the name of each person or legal entity identified as a building code scofflaw or problem landlord and the address of each building or buildings to which the pertinent code violations apply.

,-5042-1686 9

**CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT AND
AFFIDAVIT
APPENDIX C**

PROHIBITION ON WAGE & SALARY HISTORY SCREENING - CERTIFICATION

This Appendix is to be completed only by an Applicant that is completing this EDS as a "contractor" as defined in MCC Section 2-92-385. That section, which should be consulted ("www.amleRal.comL <<http://www.amleRal.comL>> generally covers a party to any agreement pursuant to which they: (i) receive City of Chicago funds in consideration for services; work or goods provided (including for legal or other professional services), or (ii) pay the City money for a license, grant or concession allowing them to conduct a business on City premises.

On behalf of an Applicant that is ^contractor pursuant to MCC Section 2-92-385,1 hereby certify that the Applicant is in compliance with MCC Section 2-92-3 85(b)(1) and (2), which prohibit: (i) screening job applicants based on their wage or salary history, or (ii) seeking job applicants' wage or salary history from current or former employers. I also certify that the Applicant has adopted a policy that includes those prohibitions.

☐ Yes

☐ No;

☐ N/A - I am not an Applicant that is a "contractor" as defined in MCC Section 2-92-385.

This certification shall serve as the affidavit required by MCC Section 2-92-385(c)(1). If you checked "no" to the above, please explain.