

RESOLUTION AUTHORIZING THE ISSUANCE OF EDUCATIONAL PURPOSES TAX ANTICIPATION WARRANTS AND NOTES OF THE BOARD OF EDUCATION OF THE CITY OF CHICAGO, ILLINOIS, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$935,000,000

WHEREAS, pursuant to the provisions of Article 34 of the School Code, 105 Illinois Compiled Statutes 5 (the "**School Code**") the City of Chicago, Illinois, constitutes one school district (the "**School District**"), which is a body politic and corporate by the name of Board of Education of the City of Chicago, which School District is governed by the Chicago Board of Education (the "**Board**"); and

WHEREAS, the 2015 tax levy of the Board for educational purposes (the "**2015 Tax Levy**") will be not less than \$2,205,000,000, and such levy is anticipated to be filed in the manner provided by law with the County Clerk of the County of Cook and the County Clerk of the County of DuPage; and

WHEREAS, pursuant to Section 34-23 of the School Code, the Board is authorized to issue tax anticipation warrants against and in anticipation of taxes levied for the payment of expenditures for educational purposes; and

WHEREAS, pursuant to Section 34-23.5 of the School Code and in lieu of issuing the tax anticipation warrants authorized by Section 34-23 of the School Code, the Board is authorized to issue notes, bonds, or other obligations (and in connection with that issuance, establish lines of credit with one or more banks) in anticipation of the receipt of the taxes levied for educational purposes; and

WHEREAS, the Board may authorize the issuance of such warrants, notes, bonds, or other obligations in an amount not to exceed 85% of the 2015 Tax Levy; and

WHEREAS, no such warrants, notes, bonds, or other obligations have been issued in anticipation of the receipt of the 2015 Tax Levy for such purposes; and

WHEREAS, the Board has not established a working cash fund pursuant to Sections 34-30 through 34-36 of the School Code.

NOW, THEREFORE, Be It and It is Hereby Resolved by the Chicago Board of Education of the City of Chicago as follows:

1. *Incorporation of Preambles.* The Board hereby finds that all of the recitals contained in the preambles to this Resolution are full, true and correct and does incorporate them into this Resolution by this reference.

2. *Definitions.* For all purposes of this Resolution and in addition to the defined terms in the preambles to this Resolution, except as otherwise expressly provided or unless the context otherwise requires and in addition to the terms defined in the preambles hereto, the terms defined in this Section shall have the meanings set forth below, and shall include the plural as well as the singular.

“Designated Officials” shall mean the President, the Treasurer and the Chief Financial Officer of the Board.

“Lending Agreement” means one or more agreements by and between the Board and one or more banks pursuant to which the banks will agree to establish one or more Lines of Credit.

“Line of Credit” shall mean any line of credit authorized under this Resolution and established with a bank for the benefit of the Board.

“Notes” shall mean the tax anticipation notes of the Board authorized to be issued under this Resolution.

“Tax Anticipation Obligations” means the Warrants, or the Notes, if Notes are issued in lieu of the Warrants.

“Tax Escrow Agreement” means the agreement by and among the Board, the trustee under each Trust Indenture and a bank, trust company or national banking association having trust powers and appointed by one of the Designated Officials to act as escrow agent under the Tax Escrow Agreement.

“Tax Receipts” means the tax revenue collected from the 2015 Tax Levy.

“Trust Indenture” means one or more agreements providing for the issuance of the Tax Anticipation Obligations and for their repayment from property tax revenues, by and between the Board and a bank, trust company or national banking association having trust powers and appointed by one of the Designated Officials to act as trustee under the Trust Indenture.

“Warrants” shall mean the tax anticipation warrants of the Board authorized to be issued under this Resolution.

3. *Findings.* It is found and determined that (A) the borrowing from time to time of moneys in anticipation of the Tax Receipts is necessary so that sufficient moneys will be in the treasury of the School District at all times to meet the ordinary and necessary expenses of the School District for educational purposes; (B) that authorizing the issuance of tax anticipation warrants pursuant to Section 34-23 of the School Code and establishing lines of credit with banks and authorizing the issuance of tax anticipation notes pursuant to Section 34-23.5 of the School Code will provide the needed access to funds to meet such ordinary and necessary expenses; and (C) that no person holding an office of the Board, either by election or appointment, is in any manner interested, either directly or indirectly, in such person's own name or the name of any other person, association, trust or corporation, in the transactions contemplated by the Warrants, or by the Notes and Lines of Credit.

4. *Determination to Authorize Tax Anticipation Warrants.* The Board is hereby authorized to issue Warrants in anticipation of the collection of the 2015 Tax Levy in an aggregate principal amount of not to exceed \$935,000,000. The Warrants are to be issued in accordance with the provisions of Section 34-23 of the School Code and the Local Government Debt Reform Act, 30 Illinois Compiled Statutes 350.

5. *Determination to Authorize Lines of Credit and Tax Anticipation Notes.* Pursuant to Section 34-23.5 of the School Code and in lieu of the issuance of the Warrants authorized by **Section 4** of the Resolution, the Board is hereby authorized to enter into Lending Agreements with one or more banks for the provision of Lines of Credit for the Board and to evidence borrowings under such Lines of Credit by the issuance of one or more series of Notes. The Board is hereby authorized to issue the Notes in anticipation of the collection of the 2015 tax levy in an aggregate principal amount outstanding at any time of not to exceed \$935,000,000. Such Notes to be issued in accordance with the provisions of Section 34-23.5 of the School Code and the Local Government Debt Reform Act.

6. *Authorization and Terms.* The Tax Anticipation Obligations are hereby authorized to be issued and, if Notes are issued in lieu of the issuance of Warrants, the Lines of Credit are hereby authorized to be established to defray the necessary expenses and liabilities of the School District incurred for educational purposes prior to the receipt of taxes levied for such purposes pursuant to the 2015 Tax Levy. The Tax Anticipation Obligations shall be drawn against and in anticipation of the

collection of the taxes levied for the year 2015 for educational purposes. The Tax Anticipation Obligations shall be limited obligations of the Board payable solely from the Tax Receipts when collected.

Taxes comprising the 2015 Tax Levy are hereby assigned as security for the payment of the Tax Anticipation Obligations and such taxes, when collected, shall be set apart and held for the payment of the Tax Anticipation Obligations.

All moneys borrowed pursuant to this Resolution shall be repaid exclusively from the Tax Receipts derived from the 2015 Tax Levy for educational purposes, and such payment shall be made, within 60 days after the Tax Receipts have been received by the Board provided, however, either of the Designated Officials are hereby authorized to determine, at their discretion, to retire the borrowing by the making of partial payments or payment in full. The Tax Anticipation Obligations shall bear interest at a rate or rates, fixed or variable, as determined by either of the Designated Officials, not to exceed the maximum rate authorized by the Bond Authorization Act, from the date of their issuance until paid.

7. *Execution.* The Tax Anticipation Obligations shall be executed on behalf of the Board with the manual or duly authorized facsimile signatures of the President and Secretary of the Board, all as such officers shall determine. In case any officer whose signature shall appear on the Tax Anticipation Obligations shall cease to be such officer before the delivery of such Tax Anticipation Obligations, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

8. *Tax Escrow Direction.* Each of the Designated Officials is hereby authorized, pursuant to authority contained in (A) Section 14 of the Local Government Debt Reform Act in the case of Warrants and (B) Section 20-90 of the Property Tax Code, 35 Illinois Compiled Statutes 200, in the case of Notes; to execute a written direction to the County Collectors of The Counties of Cook and DuPage, Illinois (the "**County Collectors**"), and to deposit the collections of the 2015 Tax Levy for educational purposes as and when extended for collection directly with such escrow agent designated pursuant to **Section 9** of this Resolution in order to secure the payment of the principal of and interest on the Tax Anticipation Obligations. The Designated Officials are authorized to file a certified copy of this Resolution with each of the County Collectors.

9. *Approval of Documents.* The form of Tax Escrow Agreement attached to this Resolution as *Exhibit A* is approved and, on behalf of the Board, each of the Designated Officials is authorized to enter into a Tax Escrow Agreement in substantially such form.

The form of Trust Indenture for the Warrants attached to this Resolution as *Exhibit B* is approved and, on behalf of the Board, each of the Designated Officials is authorized to enter into one or more such Trust Indentures.

The form of Trust Indenture for the Notes attached to this Resolution as *Exhibit C* is approved and, on behalf of the Board, each of the Designated Officers is authorized to enter into one or more of such Trust Indentures.

Each of the Designated Officials is authorized to enter into one or more Lending Agreements in substantially such form as previously approved by this Board.

10. *Application of Proceeds and Other Moneys.* Proceeds of sale of the Tax Anticipation Obligations are appropriated for the educational expenses of the Board and for the payment of costs of issuance of the Notes and related fees. A sum not to exceed \$2,500,000 has been appropriated from funds of the Board, including general funds and the debt service stabilization fund, as a reserve for the payment of other costs, expenses and charges related to the payment and security of the Tax Anticipation Obligations and the establishment and use of the Lines of Credit.

11. *Further Acts.* Each of the Designated Officials, officials or officers of the Board are hereby authorized to execute and deliver the documents approved by **Section 9** of this Resolution, and such other documents and agreements and perform such other acts as may be necessary or desirable in connection with the Tax Anticipation Obligations and the Lines of Credit, including, but not limited to, provisions relating to increased costs and indemnification, and the exercise following the delivery date of the Tax Anticipation Obligations of any power or authority delegated to such official under this Resolution with respect to the Tax Anticipation Obligations and Lines of Credit, but subject to any limitations on or restrictions of such power or authority as herein set forth. The General Counsel is authorized to select and engage attorneys and other professionals to provide services related to the transactions described in this Resolution. The General Counsel may make such selection of professionals based upon substantial demonstrated prior experience.

All actions of the officials or officers of the Board that are in conformity with the purposes and intent of this Resolution are hereby in all respects ratified, approved, and confirmed.

12. *Severability.* The provisions of this Resolution are hereby declared to be severable; and if any section, phrase, or provision shall for any reason be declared to be invalid, such declaration shall not affect the validity of the remainder of the sections, phrases, or provisions.

13. *Repealer and Effective Date.* All Resolutions or parts of resolution in conflict herewith are, to the extent of such conflict, hereby repealed. This Resolution is effective immediately upon its adoption.

2015 TAX ESCROW AGREEMENT

This 2015 Tax Escrow Agreement, dated as of _____, 2015, by and among the Board of Education of the City of Chicago (the “*Board*”); [Zions First National Bank], as trustee under the 2015A Indenture (herein defined), as trustee under the 2015B Indenture (herein defined), and as escrow agent (the “*Escrow Agent*”), in consideration of the mutual promises and agreements herein set forth:

W I T N E S S E T H:**ARTICLE I****Definitions**

The following words and terms used in this Agreement shall have the following meanings unless the context or use indicates another or different meaning:

“*Act*” means Section 34-23.5 of the School Code, 105 Illinois Compiled Statutes 5/34-23.5 and the Local Government Debt Reform Act, 30 Illinois Compiled Statutes 350.

“*Additional Notes*” means any Series of Notes other than the 2015A Notes and the 2015B Notes.

“*Agreement*” means this 2015 Tax Escrow Agreement.

“*Allocable Percentage*” means, on any Business Day and with respect to a Series of Notes, the percentage determined when the numerator of the fraction is the principal amount of Outstanding Notes of such Series and the denominator of the fraction is the principal amount of all Outstanding Notes. As used in this definition, the word “*Outstanding*” shall have the same meaning with respect to a Series of Notes as the defined term “*Outstanding*” in the indenture securing such Series.

“*Banks*” means _____, _____
and any other purchaser of the Board’s Notes.

“*Board*” means the Board of Education of the City of Chicago governed by the Chicago Board of Education.

“*Business Day*” means any day other than a Saturday, a Sunday or any day on which banking institutions located in the city in which the designated office of the Escrow Agent or the designated office of the 2015A Trustee or of the 2015B Trustee is located.

“*Collector*” means the County Treasurers acting as the County Collectors of The Counties of Cook and DuPage, Illinois.

“*District*” means the school district administered by the Board.

“*Escrow Account*” means the special account created by Section 2.01 hereof for the purpose of holding and disbursing the Tax Receipts.

“*Escrow Agent*” means [Zions First National Bank,] Chicago, Illinois, as escrow agent, and any successor thereto as Escrow Agent.

“*Note Maturity Date*” means the earlier of (A) _____, 2016 or (B) (i) October 1, 2016, if the Tax Penalty Date is on or prior to August 3, 2016 or (ii) the 60th day following the Tax Penalty Date, if the Tax Penalty Date is later than August 3, 2016.

“*Note Resolution*” means the Resolution 15-____-RS__ adopted by the Board on _____, 2015, authorizing the issuance of the Notes and the execution of this Agreement.

“*Notes*” means any one or more of the tax anticipation notes issued pursuant to the Act and the Note Resolution, including the 2015A Notes, the 2015B Notes and any Additional Notes.

“*Permitted Investments*” means any investment authorized by the laws of the State for the funds of the Board and permitted under the Board’s investment policy.

“*Pledged Tax Receipts*” means all of the money derived from the collection of the Pledged Taxes.

“*Pledged Taxes*” means the annual tax levied by the Board upon all taxable property located in the District for educational purposes for the year 2015.

“*Series*” means the 2015A Notes, the 2015B Notes and any Additional Notes so designated by the Board.

“*State*” means the State of Illinois.

“*Tax Penalty Date*” means the last day on which the second installment of the Pledged Taxes may be paid without penalty with respect to taxable property located in the County of Cook, Illinois.

“*2015A Indenture*” means the Trust Indenture securing the 2015A Notes dated as of _____ 1, 2015 by and between the Board and the 2015A Trustee.

“*2015A Notes*” means the Educational Purposes Tax Anticipation Notes, Series 2015A, of the Board issued pursuant to the Act, the Note Resolution and the 2015A Indenture.

“*2015A Trustee*” means [Zions First National Bank] and any successor trustee appointed pursuant to the 2015A Indenture.

“*2015B Indenture*” means the Trust Indenture securing the 2015B Notes dated as of _____ 1, 2015 by and between the Board and the 2015B Trustee.

“*2015B Notes*” means the Educational Purposes Tax Anticipation Notes, Series 2015B, of the Board issued pursuant to the Act, the Note Resolution and the 2015B Indenture.

“*2015B Trustee*” means [Zions First National Bank] and any successor trustee appointed pursuant to the 2015B Indenture.

ARTICLE II

Creation of the Escrow Account

2.01. Establishment of the Escrow Account. The Escrow Account is hereby established with the Escrow Agent pursuant to the Note Resolution and this Agreement, separate and segregated from all other funds and accounts of the Board.

2.02. Pledged Tax Receipts. Pursuant to the Note Resolution and for the purpose of providing the funds required to pay the principal of and interest on the Notes when and as the same falls due, all of the Pledged Tax Receipts shall be paid to the Escrow Agent for deposit in the Escrow Account for the equal and ratable benefit of the holders of the Notes.

Pursuant to Section 13 of the Local Government Debt Reform Act, the Pledged Tax Receipts deposited or to be deposited into the Escrow Account, are pledged as security for the payment of the principal of and interest on the Notes. In accordance with Section 13 of the Local Government Debt Reform Act such Pledged Tax Receipts and the moneys held in the Escrow Account shall immediately be subject to the lien of such pledge without any physical delivery or further act and the lien of such pledge shall be valid and binding as against all parties

having claims of any kind in tort, contract or otherwise against the Board irrespective of whether such parties have notice thereof.

ARTICLE III

Operation of the Escrow Account

3.01. Amounts Held in the Escrow Account. Moneys deposited in the Escrow Account shall be used solely and only for the purpose of paying principal and interest on the Notes and shall not be used for any other purpose so long as the Notes remain outstanding and unpaid. The holders of the Notes shall have a first and prior lien upon all present and future Pledged Tax Receipts when deposited in the Escrow Account until the principal and interest on the Notes are paid in full.

3.02. Allocation of Moneys. On each Business Day, the Escrow Agent shall allocate all of the moneys in the Escrow Account to the payment of each Series of Notes then outstanding and shall pay to the trustee of each Series its Allocable Percentage of all the money held in the Escrow Account. The Board shall provide to the Escrow Agent, the 2015A Trustee and the 2015B Trustee and any trustee for a Series of Additional Notes information concerning the outstanding principal amount of each Series of the Notes on each date of issuance of any Note and each date of payment or defeasance of any Note.

3.03. Investment of Moneys in the Escrow Account. Pending the allocation of moneys in the Escrow Account as provided in Section 3.02 hereof, said moneys may be invested by the Escrow Agent in Permitted Investments only in accordance with the written directions of the Chief Financial Officer of the Board or the Treasurer of the Board.

3.04. Monthly Reports. The Escrow Agent will submit to the Treasurer of the Board on or before the 10th day of each month, commencing in the month of _____, 201_.

a statement, as of the last day of the prior month, itemizing all moneys received by it and all payments made by it under the provisions of this Agreement during the one month period ending on such second day, and also listing the Permitted Investments on deposit therewith on the date of said report, including all moneys held by it received as interest on or profit from the Permitted Investments.

3.05. Daily Reports on Tax Receipts and Distributions. On each Business Day that Pledged Tax Receipts are received by the Escrow Agent, the Escrow Agent shall provide to the Treasurer of the Board a report detailing the amount of Pledged Taxes received by the Escrow Agent. On each Business Day that Pledged Tax Receipts are required to be allocated and distributed pursuant to Section 3.02, the Escrow Agent shall provide to the Treasurer of the Board a report detailing the amounts allocated and distributed to each trustee for each Series of Notes then outstanding.

3.06. Payment of Fees. The fees of the Escrow Agent shall be paid by the Board.

3.07. Reports to the Banks. Within five (5) days of the end of each calendar month, commencing _____ 201_, the Escrow Agent shall provide to the Board and the Banks a report as to the balances in the Escrow Account as of the end of such month. The Escrow Agent shall, with reasonable promptness, provide such additional information regarding the Pledged Taxes, the Escrow Account and the Debt Service Funds as the Board may request on behalf of the Banks.

ARTICLE IV

Covenants

The Board and the Escrow Agent covenant and agree as follows:

The Escrow Agent shall have no responsibility or liability whatsoever for (a) any of the recitals herein (except those relating to its own organization); (b) the performance of or compliance with any covenant, condition, term or provision of the Notes, the Note Resolution, the 2015A Indenture or the 2015B Indenture; and (c) any undertaking or statement of the Board hereunder or under the Notes, the Note Resolution, the 2015A Indenture or the 2015B Indenture. The Escrow Agent is not a trustee for the Noteholders and has no obligation in its capacity as Escrow Agent to enforce the rights of the holders of the Notes under this Agreement.

The Escrow Agent has all the powers and duties herein set forth with no liability in connection with any act or omission to act hereunder, except for its own gross negligence or willful misconduct, and shall be under no obligation to institute any suit or action or other proceeding under this Agreement or to enter any appearance in any suit, action or proceeding in which it may be a defendant or to take any steps in the enforcement of its, or any, rights and powers hereunder, nor shall it be deemed to have failed to take any such action, unless and until it shall have been indemnified by the Board to its satisfaction against any and all costs and expenses, outlays, counsel fees and other disbursements, including its own reasonable fees (provided notice is given to the Board of such costs and outlays within a reasonable time after they are incurred), and if any judgment, decree or recovery be obtained by the Escrow Agent, payment of all sums due it, as aforesaid, shall be a first charge against the amount of any such judgment, decree or recovery.

The Escrow Agent, in its separate capacity as a banking institution, may, at the direction of the Chief Financial Officer of the Board or the Treasurer of the Board as provided in Section 3.03 hereof, invest for the Escrow Account in certificates of deposit issued by itself if such qualify as Permitted Investments and in other Permitted Investments purchased from itself.

All payments to be made by, and all acts, and things required to be done by, the Escrow Agent under the terms and provisions of this Agreement, shall be made and done by the Escrow Agent without any further direction or authority of the Board except as expressly provided herein.

The Escrow Agent shall not be personally liable for any act taken or omitted hereunder if taken or omitted by it in good faith and in the exercise of its own best judgment. The Escrow Agent shall also be fully protected in relying upon any written notice, demand, certificate or document which it in good faith believes to be genuine.

The Escrow Agent shall not be responsible for the sufficiency or accuracy of the form, execution, validity or genuineness of any securities now or hereafter deposited hereunder, or of any endorsement thereon, or for any lack of endorsement thereon, or for any description therein, nor shall it be responsible or liable in any respect on account of the identity, authority or rights of the persons executing or delivering or purporting to execute or deliver any such document, security or endorsement or this Escrow Agreement. The Escrow Agent shall not be liable for any depreciation or change in the value of such investments.

If the Escrow Agent reasonably believes it to be necessary to consult with counsel concerning any of its duties in connection with this Agreement, or in case it becomes involved in litigation on account of being Escrow Agent hereunder or on account of having received property

subject hereto, then in either case, its costs, expenses, and reasonable attorneys' fees shall be paid by the Board, and upon timely notice thereof having been given.

This Agreement shall be construed, enforced, and administered in accordance with the laws of the State, and shall inure to, and be binding upon, the respective successors and assigns of the parties hereto.

ARTICLE V

Resignation or Removal of the Escrow Agent

The Escrow Agent may at any time resign as escrow agent under this Agreement by giving thirty days written notice to the Board, and such resignation shall take effect upon the appointment of a successor Escrow Agent by the Board. The Board may select as successor Escrow Agent any financial institution located within the State which is authorized to maintain trust accounts under Federal or State law.

If at any time the Escrow Agent is no longer legally authorized or qualified (by reason of any Federal or State law or any other law or regulation) to act as escrow agent hereunder, then the Board may remove the Escrow Agent and may select as successor Escrow Agent any financial institution which is authorized to maintain trust accounts under Federal or State law.

ARTICLE VI

Alteration and Termination of Agreement

The Board and the Escrow Agent may change and alter the terms of this Agreement for the following purposes: (A) to correct errors, resolve ambiguities or insert inadvertently omitted material; or (B) to alter the procedures of Article II of this Agreement and definitions pertaining thereto necessitated by changes in State law and procedures thereunder with respect to the

collection and distribution of taxes; *provided, however*, that such changes and alterations shall not materially affect the protections provided by this Agreement to the holders of the Notes.

This Agreement shall be binding on any successor to the Board during the term of this Agreement.

Upon the retirement or defeasance of all of the Notes and the filing with the Escrow Agent of a certificate of the Board signed by its Chief Financial Officer that no Notes will be issued or outstanding from and after the date specified in such certificate, the Escrow Agent, as of the date so specified in such certificate, will transfer any balance remaining in the Escrow Account to the Board, and thereupon this Agreement shall terminate.

IN WITNESS WHEREOF, the Board of Education of the City of Chicago has caused this Agreement to be executed by the President of the Board and attested by the Secretary of the Board and [Zions First National Bank,] in its capacities as hereinabove described, has caused this Agreement to be signed in its corporate name by one of its officers and to be attested by one of its officers, all as of the _____ day of _____, 2015.

BOARD OF EDUCATION OF THE CITY OF CHICAGO

By _____
President, Board of Education

Attest:

Secretary, Board of Education

[ZIONS FIRST NATIONAL BANK]

By _____
Its _____

Attest:

Its _____

Exhibit B

TRUST INDENTURE

by and between

BOARD OF EDUCATION OF THE CITY OF CHICAGO

and

[ZIONS FIRST NATIONAL BANK]
as trustee

dated as of _____ 1, 2015

securing

\$ _____,000,000

Educational Purposes Tax Anticipation Warrants, Series 2015A

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Exhibit A – Form of Warrant

Exhibit B – Form of Investor Letter

THIS TRUST INDENTURE dated as of _____ 1, 2015 (the "*Indenture*"), by and between the BOARD OF EDUCATION OF THE CITY OF CHICAGO, a school district organized and existing under the laws of the State of Illinois, and [ZIONS FIRST NATIONAL BANK,] a duly organized national banking association, existing and authorized to accept and execute trusts of the character set forth herein (the "*Trustee*").

WITNESSETH:

WHEREAS, pursuant to the provisions of Article 34 of the School Code, 105 Illinois Compiled Statutes 5 (the "*School Code*"), the City of Chicago constitutes one school district (the "*School District*") which is a body politic and corporate by the name of the "Board of Education of the City of Chicago," governed by the Chicago Board of Education (the "*Board*"); and

WHEREAS, the 2015 tax levy of the Board for educational purposes (the "*2015 Tax Levy*") is in the amount of \$_____,000,000 and such levy has been duly adopted by the Board and filed in the manner provided by law with the County Clerk of the County of Cook, Illinois and the County Clerk of the County of DuPage, Illinois; and

WHEREAS, in accordance with the provisions of Section 34-23 of the School Code and the Local Government Debt Reform Act, 30 Illinois Compiled Statutes 350 (the "*Act*"), the Board, on the _____ day of _____, 2015 adopted Resolution No. 15-____-RS__ (the "*Warrant Resolution*") authorizing the Board to borrow money in anticipation of the tax revenue to be derived from the 2015 Tax Levy and to issue tax anticipation warrants (the "*Tax Anticipation Warrants*") in anticipation of such tax revenue in an aggregate principal amount of not to exceed \$_____,000,000; and

WHEREAS, the Board has heretofore determined that it is advisable, necessary and in the best interests of the Board and the residents of the School District to issue the Tax Anticipation Warrants from time to time to provide funds for the payment of ordinary and necessary expenditures for educational purposes; and

WHEREAS, pursuant to authority granted in the Warrant Resolution, the Board has appointed [Zions First National Bank] to act as Trustee under this Indenture; and

WHEREAS, pursuant to the Warrant Resolution, the Board has duly authorized the issuance of a series of Tax Anticipation Warrants designated as its Educational Purposes Tax Anticipation Warrants, Series 2015A (the "*Warrants*") in the aggregate principal amount of not to exceed \$_____,000,000 for the purpose of paying such ordinary and necessary expenditures of educational purposes and paying costs of issuance of the Warrants; and

WHEREAS, the Warrants will be payable from the tax revenue collections from the 2015 Tax Levy (the "*Pledged Tax Receipts*"); and

WHEREAS, the Warrants will be further secured by the other moneys, securities and funds pledged under this Indenture; and

WHEREAS, the Board, the Trustee, [Zions First National Bank,] as trustee for the Warrants and [Zions First National Bank,] as escrow agent (the "*Escrow Agent*") have entered

into the 2015 Tax Escrow Agreement dated _____, 2015 (the "*Tax Escrow Agreement*") with respect to the administration of the Pledged Tax Receipts and the Board has authorized the direct deposit to the Escrow Agent of the Pledged Tax Receipts; and

WHEREAS, all things necessary to make the Warrants, when authenticated by the Trustee and issued as in this Indenture provided, the valid, binding and legal limited obligations of the Board according to the import thereof, and to constitute this Indenture a valid pledge of and grant of a lien on the Pledged Tax Receipts to secure the payment of the principal of, premium, if any, and interest on the Warrants have been done and performed, in due form and time, as required by law; and

WHEREAS, the execution and delivery of this Indenture and the execution and issuance of the Warrants, subject to the terms hereof, have in all respects been duly authorized.

GRANTING CLAUSES

NOW, THEREFORE, THIS TRUST INDENTURE WITNESSETH:

That in order to secure the payment of the principal of, premium, if any, and interest on all Warrants issued hereunder, according to the import thereof, and the performance and observance of each and every covenant and condition herein and in the Warrants contained, and for and in consideration of the premises and of the acceptance by the Trustee of the trusts hereby created, and of the acquisition and acceptance of the Warrants by the respective Owners (as hereinafter defined) thereof, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, and for the purpose of fixing and declaring the terms and conditions upon which the Warrants shall be issued, authenticated, delivered, secured and accepted by all persons who shall from time to time be or become Owners thereof, the Board does hereby pledge and grant a lien upon the following Trust Estate to the Trustee and its successors in trust and assigns, for the benefit of the Owners to the extent provided in this Indenture:

(a) The Pledged Tax Receipts, provided that the pledge of the Pledged Tax Receipts to the Warrants is on a parity with the pledge of the Pledged Tax Receipts to any other Tax Anticipation Warrants; and

(b) All moneys and securities and earnings thereon held in the Escrow Account maintained under the Tax Escrow Agreement, provided that such pledge to the Warrants is on a parity with the pledge of the moneys and securities held in the Escrow Account for the benefit and security of any other Tax Anticipation Warrants and is subject to the allocation of the moneys and securities in said Escrow Account in accordance with the terms and provisions of the Tax Escrow Agreement; and

(c) All moneys and securities and earnings thereon in all Funds, Accounts and Sub-Accounts established pursuant to this Indenture; and

(d) Any and all other moneys, securities and property furnished from time to time to the Trustee by the Board or on behalf of the Board or by any other persons to be held by the Trustee under the terms of this Indenture;

BUT IN TRUST NEVERTHELESS, and except as herein otherwise provided, for the equal and proportionate benefit and security of the Warrants issued hereunder and secured by this Indenture, without preference, priority or distinction as to participation in the lien, benefit and protection hereof of any one Warrant over any other or from the others by reason of priority in the issue or negotiation thereof or by reason of the date or dates of maturity thereof, or for any other reason whatsoever, so that each and all of the Warrants shall have the same right, lien and privilege under this Indenture and shall be equally secured hereby, with the same effect as if the same had all been made, issued and negotiated upon the delivery hereof.

PROVIDED FURTHER, HOWEVER, that the Board has reserved the right, upon compliance with the provisions of Section 6.4, to issue Additional Warrants (as hereinafter defined) on a parity with and sharing ratably and equally in the Pledged Tax Receipts with the Warrants.

PROVIDED FURTHER, HOWEVER, that these presents are upon the condition that, if the Board, or its successors, shall well and truly pay or cause to be paid, or provide, pursuant to Section 11.1, for the payment of all principal, premium, if any, and interest on the Warrants due or to become due thereon and all other amounts secured hereby, at the times and in the manner stipulated therein and herein, then this Indenture and the rights hereby granted shall cease, terminate and be void, but shall otherwise be and remain in full force.

AND IT IS HEREBY COVENANTED AND AGREED by and among the Board, the Trustee and the Owners of the Warrants from time to time, that the terms and conditions upon which the Warrants are to be issued, authenticated, delivered, secured and accepted by all persons who shall from time to time be or become the Owners thereof, and the trusts and conditions upon which the moneys and securities hereby pledged are to be held and disposed of, which trusts and conditions the Trustee hereby accepts, are as follows:

ARTICLE I

Definitions and Construction

Section 1.1. Definitions. The following terms shall, for all purposes of this Indenture, have the following meanings unless a different meaning clearly appears from the context:

“Act” means the Local Government Debt Reform Act, 30 Illinois Compiled Statutes 350.

“Additional Warrants” means any Tax Anticipation Warrants issued by the Board in accordance with the provisions of the School Code and the Act on a parity with and sharing ratably and equally in all or any portion of the Pledged Tax Receipts with the Warrants and any other Tax Anticipation Warrants secured by such Pledged Tax Receipts.

“Authorized Denominations” means, \$5,000 and any integral multiple thereof.

“*Authorized Officer*” means (a) any Designated Official, (b) the Controller and Chief Operating Officer of the Board acting together, or (c) any other officer or employee of the Board authorized to perform specific acts or duties hereunder by resolution duly adopted by the Board.

“*Board*” means the school district coterminous with the City of Chicago, which is a body politic and corporate by the name of the “Board of Education of the City of Chicago,” governed by the Chicago Board of Education.

“*Bond Authorization Act*” means the Bond Authorization Act, 30 Illinois Compiled Statutes 305.

“*Bond Counsel*” means the firm of _____, Chicago, Illinois, or any other law firm designated by the Board having a national reputation in the field of municipal law whose opinions are generally accepted by purchasers of municipal Warrants, acceptable to the Trustee.

“*Business Day*” means any day other than (a) a Saturday, Sunday or (b) a day on which banking institutions located (i) in the city in which the designated office of the Trustee is located or (ii) in the city in which the designated office of the Escrow Agent is located.

“*Code*” or “*Code and Regulations*” means the Internal Revenue Code of 1986, as amended, and the regulations promulgated or proposed pursuant thereto as the same may be in effect from time to time.

“*Counsel’s Opinion*” or “*Opinion of Counsel*” means an opinion signed by an attorney or firm of attorneys of recognized standing in the area of law to which the opinion relates, who may be counsel to the Board (including the internal counsel to the Board) or Bond Counsel.

“*County Collectors*” means, collectively, the County Treasurers of The Counties of Cook and DuPage, Illinois, in their respective capacities as county collector, or, respectively, such other officer as may be lawfully appointed in the future to serve as county collector in either of said counties.

“*Date of Issuance*” means the date of original, initial issuance and delivery of the Warrants hereunder.

“*Defeasance Obligations*” means Government Obligations which are not subject to redemption other than at the option of the holder thereof.

“*Designated Official*” means (i) the President of the Board, (ii) the Chief Financial Officer of the Board or (iii) any other officer of the Board authorized to perform specific acts and duties under this Indenture by a resolution of the Board.

“*DTC*” means The Depository Trust Company.

“*Escrow Agent*” means [Zions First National Bank,] or its successor as escrow agent under the Tax Escrow Agreement.

“*Event of Default*” means any event so designated and specified in Section 7.1.

“*Fiduciary*” or “*Fiduciaries*” means the Trustee, the Registrar and the Paying Agent, or any or all of them, as may be appropriate.

“*Financing Documents*” means this Indenture and the Tax Escrow Agreement.

“*Fitch*” means Fitch Ratings, its successors and assigns, and, if Fitch shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, “*Fitch*” shall be deemed to refer to any other nationally recognized securities rating agency designated by the Board by notice to the Trustee.

“*Forward Supply Contract*” means any contract entered into between the Board and a supplier of Investment Securities selected by or pursuant to the direction of the Board (a “*Counterparty*”) pursuant to which the Counterparty agrees to sell to the Board (or to the Trustee on behalf of the Board) and the Board (or the Trustee on behalf of the Board) agrees to purchase specified Investment Securities on specific dates at specific purchase prices, all as established at the time of the execution and delivery of such contract and as set forth in such contract. Any amounts due and owing from the Board to the Counterparty pursuant to any Forward Supply Contract (other than the specified purchase prices of the Investment Securities set forth therein) shall be treated as current operating expenses of the Board subject to annual appropriation, and shall not constitute indebtedness of the Board.

“*Government Obligations*” means (a) any direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America and (b) certificates of ownership of the principal of or interest on obligations of the type described in clause (a) of this definition, (i) which obligations are held in trust by a commercial bank which is a member of the Federal Reserve System in the capacity of a custodian, (ii) the owner of which certificate is the real party in interest and has the right to proceed directly and individually against the obligor of the underlying obligations, and (iii) for which the underlying obligations are held in safekeeping in a special account, segregated from the custodian’s general assets, and are not available to satisfy any claim of the custodian, any person claiming through the custodian, or any person to whom the custodian may be obligated.

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

“*Indenture*” means this Trust Indenture, dated as of _____ 1, 2015, by and between the Board and the Trustee, as from time to time amended and supplemented.

“*Interest Payment Date*” means each date that interest on the Warrants is paid pursuant to Section 4.3(B), each redemption date with respect to the Warrants redeemed and the Maturity Date.

“*Investment Policy*” means the Investment Policy approved by the Board, as currently in effect and as may be amended from time to time.

“*Investment Securities*” means any of the following securities authorized by law and the Investment Policy as permitted investments of Board funds at the time of purchase thereof:

- (a) Government Obligations;
- (b) Obligations of any of the following federal agencies which obligations represent the full faith and credit of the United States of America, including:
 - Export-Import Bank
 - Farm Credit System Financial Assistance Corporation
 - Farmers Home Administration
 - General Services Administration
 - U.S. Maritime Administration
 - Small Business Administration
 - Government National Mortgage Association (GNMA)
 - U.S. Department of Housing & Urban Development (PHA’s)
 - Federal Housing Administration;
- (c) Senior debt obligations issued by the Fannie Mae or the Federal Home Loan Mortgage Corporation and senior debt obligations of other government agencies which at the time of purchase are rated within the 4 highest general classifications established by a rating service of nationally recognized expertise or are expressly secured by the full faith and credit of the United States of America;
- (d) U.S. dollar denominated deposit accounts, certificates of deposit (including those placed by a third party pursuant to an agreement between the Trustee and the Board), demand deposits, including interest bearing money market accounts, trust deposits, time deposits, federal funds and banker’s acceptances with domestic commercial banks (including the Trustee and its affiliates) which on the date of purchase have any two of the following ratings on their short-term certificates of deposit: “*A-1*” or “*A-1+*” by S&P, “*P-1*” by Moody’s and “*F1*” or “*F1+*” by Fitch, and maturing no more than 360 days after the date of purchase. (Ratings on holding companies are not considered as the rating of the bank);
- (e) Commercial paper which at the time of purchase has any two of the following ratings: “*A-1*” or above by S&P, “*P-1*” by Moody’s and “*F1*” by Fitch, and which matures not more than 180 days after the date of purchase;
- (f) Investments in a money market fund which at the time of purchase is rated “*AAAm*” or “*AAAm-G*” or better by S&P, including those for which the Trustee or an

affiliate performs services for a fee, whether as a custodian, transfer agent, investment advisor or otherwise;

- (g) Repurchase Agreements; and
- (h) Forward Supply Contracts.

Ratings of Investment Securities referred to herein shall be determined at the time of purchase of such Investment Securities and without regard to ratings subcategories.

“*Investor Letter*” means a letter in the form attached hereto as Exhibit B or in a form otherwise approved by a Designated Official.

“*Maturity Date*” means the earlier of (A) _____, 2016 or (B) (i) October 1, 2016, if the Tax Penalty Date is on or prior to August 3, 2016 or (ii) the 60th day following the Tax Penalty Date if the Tax Penalty Date is later than August 3, 2016.

“*Moody’s*” means Moody’s Investors Service, its successors and assigns, and, if Moody’s shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, “*Moody’s*” shall be deemed to refer to any other nationally recognized securities rating agency designated by the Board by notice to the Trustee.

“*Opinion of Bond Counsel*” means a written opinion of Bond Counsel in form and substance acceptable to the Board and the Trustee, which opinion may be based on a ruling or rulings of the Internal Revenue Service.

“*Outstanding*” means, as of any date, all Warrants theretofore or thereupon being authenticated and delivered under this Indenture except:

- (i) Any Warrants canceled by the Trustee at or prior to such date;
- (ii) Warrants (or portions of Warrants) for the payment or redemption of which moneys and/or Defeasance Obligations, equal to the principal amount or Redemption Price thereof, as the case may be, with interest to the date of maturity or date fixed for redemption, are 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 Warrants (or portions of Warrants) are to be redeemed, notice of such redemption shall have been given as in Article III provided or provision satisfactory to the Trustee shall have been made for the giving of such notice;
- (iii) Warrants in lieu of or in substitution for which other Warrants shall have been authenticated and delivered pursuant to Article II or Section 3.3; and
- (iv) Warrants deemed to have been paid as provided in Section 11.1(B).

“*Owner*” or “*Warrantholder*” means any person who shall be the registered owner of any Warrant or Warrants.

“*Paying Agent*” means the Trustee and any other bank, national banking association or trust company designated by a Designated Official pursuant to Section 8.2, respectively, hereof as a paying agent for the Warrants, and any successor or successors appointed by a Designated Official or the Trustee under this Indenture.

“*Person*” means and includes an association, unincorporated organization, a limited liability company, a corporation, a partnership, a joint venture, a business trust, or a government or an agency or a political subdivision thereof, or any other public or private entity, or a natural person.

“*Pledged Tax Receipts*” means all of the money derived from the collection of the Pledged Taxes.

“*Pledged Taxes*” means the annual tax levied by the Board upon all taxable property located in the School District for educational purposes for the year 2015.

“*Principal Payment Date*” means each date that principal on the Warrants is paid pursuant to Section 4.3(B), each redemption date with respect to the Warrants redeemed and the Maturity Date.

“*Rating Services*” means the nationally recognized rating services, or any of them, that shall have assigned ratings to any Warrants Outstanding as requested by or on behalf of the Board, and which ratings are then currently in effect.

“*Record Date*” means, with respect to a Warrant, for payment of interest, the Business Day immediately preceding each Interest Payment Date for such Warrant and for payment of principal, the Business Day immediately preceding each Principal Payment Date.

“*Redemption Price*” means, with respect to any Warrant, the principal amount thereof plus the applicable premium, if any, payable upon the date fixed for redemption.

“*Registrar*” means the Trustee and any other bank, national banking association or trust company appointed by a Designated Official under this Indenture and designated as registrar for the Warrants, and its successor or successors.

“*Repurchase Agreements*” means repurchase agreements of government securities having the meaning set out in the Government Securities Act of 1986 subject to the provisions of said Act and the Regulations issued thereunder. The government securities that are the subject of such repurchase agreements, unless registered or inscribed in the name of the Board, shall be purchased through banks or trust companies authorized to do business in the State of Illinois.

“*School Code*” means the School Code, 105 Illinois Compiled Statutes 5.

“*School District*” means the school district constituted by the City of Chicago pursuant to Article 34 of the School Code, and governed by the Chicago Board of Education.

“*SLGS*” means United States Treasury Certificates of Indebtedness, Notes and Bonds – State and Local Government Series.

“S&P” means Standard & Poor’s, a Division of The McGraw-Hill Companies, Inc., its successors and assigns, and, if S&P shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, “S&P” shall be deemed to refer to any other nationally recognized securities rating agency designated by the Board by notice to the Trustee.

“State” means the State of Illinois.

“*Supplemental Indenture*” means any Supplemental Indenture between the Board and the Trustee authorized pursuant to Article IX.

“*Tax Agreement*” means the Tax Compliance Agreement, dated the date of issuance of the Warrants, executed by the Board and the Trustee.

“*Tax Anticipation Warrants*” means any one or more of the tax anticipation warrants issued pursuant to the Act, including the Warrants and any Additional Warrants.

“*Tax Escrow Agreement*” means the 2015 Tax Escrow Agreement dated as of _____, 2015 by and between the Board and [Zions First National Bank,] as Escrow Agent and as Trustee for the Warrants.

“*Tax Penalty Date*” means the last day on which the second installment of the Pledged Taxes may be paid without penalty with respect to taxable property located in the County of Cook, Illinois.

“*Trust Estate*” means the Pledged Tax Receipts and all other property pledged to the Trustee pursuant to the Granting Clauses of this Indenture.

“*Trustee*” means [Zions First National Bank] and any successor or successors appointed under this Indenture as hereinafter provided. The “*designated office*” of the Trustee means [111 West Washington Street, Suite 1860, Chicago, Illinois 60602,] or such other address as is provided by the Trustee.

“*Warrant Resolution*” means Resolution No. 15-____-RS__, adopted by the Board on _____, 2015, authorizing the issuance of the Warrants.

“*Warrants*” means the Educational Purposes Tax Anticipation Warrants, Series 2015A of the Board issued pursuant to Section 2.1 and any Warrants issued hereunder in substitution or replacement therefor.

“*Year*” or “*year*” means a calendar year.

Section 1.2. Miscellaneous Definitions. As used herein, and unless the context shall otherwise indicate, the words “*Warrant*,” “*Owner*,” and “*Person*” shall include the plural as well as the singular number.

As used herein, the terms “*herein*,” “*hereunder*,” “*hereby*,” “*hereto*,” “*hereof*” and any similar terms refer to this Indenture.

Unless the context shall otherwise indicate, references herein to articles, sections, subsections, clauses, paragraphs and other subdivisions refer to the designated articles, sections, subsections, clauses, paragraphs and other subdivisions of this Indenture as originally executed.

ARTICLE II

Authorization and Issuance of Warrants

Section 2.1. Authorization of Warrants. A series of Warrants constituting tax anticipation warrants under Section 34-23 of the School Code, authorized to be issued pursuant to the Warrant Resolution and entitled to the benefit, protection and security of this Indenture is hereby authorized to be issued in the aggregate principal amount of \$_____. Such series shall be designated as the "Educational Purposes Tax Anticipation Warrants, Series 2015A."

Section 2.2. Terms of Warrants.

(A) Each Warrant shall be issued in registered form, shall be dated _____, 2015, shall mature on _____, 20__ and shall bear interest from its date at the rate of _____ percentum (_____%) per annum, computed on the basis of a 360 day year and the actual number of days elapsed and payable on _____ 1, 20__ and semiannually thereafter on each _____ 1 and _____ 1.

(B) The Warrants shall be in denominations of \$5,000 or any integral multiples of \$5,000 and each Warrant shall be numbered consecutively but need not be authenticated or delivered in consecutive order. The Warrants and the Trustee's Certificate of Authentication shall be in substantially the form set forth in Exhibit A with such variations, omissions or insertions as are required or permitted by the Indenture.

(C) The principal of the Warrants shall be payable at the designated corporate trust offices 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 for the Warrants appointed pursuant to the Indenture. Interest on the Warrants 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 Board maintained by the Trustee as of the Record Date or, at the option of any Owner, by wire transfer to such bank in the continental United States as said Owner shall request in writing to the Trustee.

(D) The Warrants shall be initially issued in the form of a separate single fully registered Warrant. Upon initial issuance, the ownership of each such Warrant shall be registered in the registration books kept by the Trustee in the name of Cede & Co., as nominee of DTC, and except as hereinafter provided, the ownership of all of the outstanding Warrants shall be registered in the name of Cede & Co., as nominee of DTC.

With respect to Warrants registered in the name of Cede & Co., as nominee of DTC, the Board and the Trustee shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in the Warrants. Without

limiting the immediately preceding sentence, the Board and the Trustee shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in any Warrant, (ii) the delivery to any DTC Participant or any other Person, other than the Owner of any Warrant, of any notice with respect to such Warrant, or (iii) the payment to any DTC Participant or any other Person, other than the Owner of any Warrant, of any amount with respect to principal or interest on such Warrant. The Board, the Trustee and each other Paying Agent, if any, shall be entitled to treat and consider the Person in whose name each Warrant is registered as the absolute owner of such Warrant for the purpose of payment of principal and interest with respect to such Warrant, for the purpose of registering transfers with respect to such Warrant and for all other purposes whatsoever. The Trustee and each other Paying Agent, if any, shall pay all principal of and interest on the Warrants only to or upon the order of the respective Owners thereof, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to satisfy and discharge fully the Board's obligations with respect to payment of principal of and interest on the Warrants to the extent of the sum or sums so paid. No Person other than an Owner of a Warrant shall receive a Warrant certificate evidencing the obligation of the Board to make payments of principal of and interest on the Warrants pursuant to this Indenture.

The Owners of the Warrants have no right to the appointment or retention of a depository for such Warrants. DTC may resign as securities depository under the conditions provided in the Letter of Representations. In the event of any such resignation, the Board shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities Exchange Act of 1934, as amended, notify DTC of the appointment of such successor securities depository and transfer or cause the transfer of one or more separate Warrant certificates to such successor securities depository or (ii) notify DTC of the availability through DTC of Warrant certificates and transfer or cause the transfer of one or more separate Warrant certificates to DTC Participants having Warrants credited to their DTC accounts. In such event, the Warrants shall no longer be restricted to being registered in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names the DTC Participants receiving Warrants shall designate, in accordance with the provisions of this Indenture.

The Board has heretofore executed and delivered the Letter of Representations to DTC. So long as DTC, or its designee, is the Owner of all Warrants, the provisions set forth in the Letter of Representations shall apply to the payment of principal of and interest on the Warrants, including without limitation, that: (1) presentation of Warrants to the Trustee at maturity shall be deemed made to the Trustee when the right to exercise ownership rights in the Warrants through DTC or DTC's Participants is transferred by DTC on its books; and (2) DTC may present notices, approvals, waivers or other communications required or permitted to be made by Owners of Warrants under this Indenture on a fractionalized basis on behalf of some or all of those Persons entitled to exercise ownership rights in the Warrants through DTC or DTC's Participants.

So long as the Warrants are registered in the name of Cede & Co., as nominee of DTC, the Trustee agrees to comply with the terms and provisions of the Letter of Representations.

Section 2.3. Execution and Authentication.

(A) The Warrants shall be executed in the name of the Board by the manual or facsimile signatures of its President (or in the event of a vacancy in the office of the President, the Vice President) and attested by the manual or facsimile signature of its Secretary. In case any one or more of the officers who shall have signed any of the Warrants shall cease to be such officer before the Warrants so signed shall have been authenticated and delivered by the Trustee, such Warrants may, nevertheless, be authenticated and delivered as herein provided, and may be issued as if the persons who signed such Warrants had not ceased to hold such offices. Any Warrant may be signed on behalf of the Board by such persons who at the time of the execution of such Warrant shall hold the proper office of the Board, although at the date of such Warrant such persons may not have been so authorized or have held such office.

(B) The Warrants shall bear a certificate of authentication, in the form set forth in this Indenture, executed manually by the Trustee. Only such Warrants as shall bear such certificate of authentication shall be entitled to any right or benefit under this Indenture, and no such Warrant 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 such Warrant executed on behalf of the Board shall be conclusive evidence that the Warrant 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 2.4. Interchangeability of Warrants. Subject to the provisions of Section 2.5, any Warrant, upon surrender at the designated office of the Registrar with a written instrument of transfer satisfactory to the Registrar, duly executed by the Owner or its duly authorized attorney, may, at the option of the Owner and upon payment of any taxes, fees or charges as provided in Section 2.5, be exchanged for an equal aggregate principal amount of fully registered Warrants having the same tenor and of any other Authorized Denominations.

Section 2.5. Negotiability, Transfer and Registration.

(A) Subject to the limitations contained in subsection (D) of this Section, upon surrender for registration of transfer of any Warrant at the designated office of the Trustee, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Trustee and duly executed by the Owner or such Owner's attorney duly authorized in writing, the Board shall execute, and the Trustee shall authenticate and deliver, in the name of the transferee or transferees a new Warrant or Warrants of like date and tenor in Authorized Denominations for the aggregate principal amount which the Owner is entitled to receive bearing numbers not contemporaneously Outstanding. Subject to the limitations contained in subsection (D) of this Section, Warrants may be exchanged at such times at such designated office of the Trustee upon surrender thereof together with an assignment duly executed by the Owner thereof or such Owner's attorney in such form and with guarantee of signature as shall be satisfactory to the Trustee for an equal aggregate principal amount of Warrants of like date and tenor of any Authorized Denomination as the Warrants surrendered for exchange bearing numbers not contemporaneously Outstanding. The execution by the Board of any Warrant of any Authorized Denomination shall constitute full and due authorization of such

Authorized Denomination, and the Trustee shall thereby be authorized to authenticate and deliver such registered Warrant.

(B) No service charge shall be imposed upon the Owners for any exchange or transfer of Warrants. The Board and the Trustee may, however, require payment by the person requesting an exchange or transfer of Warrants of a sum sufficient to cover any tax, fee or other governmental charge that may be imposed in relation thereto, except in the case of the issuance of a Warrant or Warrants for the unredeemed portion of a Warrant surrendered for redemption in part.

(C) The Board, the Trustee and any Paying Agent may treat the Owner of any Warrant as the absolute owner thereof for all purposes, whether or not such Warrant shall be overdue, and shall not be bound by any notice to the contrary. All payments of or on account of the principal of, premium, if any, and interest on any such Warrant as herein provided shall be made only to or upon the written order of the Owner thereof or such Owner's legal representative, but such registration may be changed as herein provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Warrant to the extent of the sum or sums so paid.

(D) Unless the Board directs the Trustee otherwise, Trustee shall not register the transfer of any Warrant in the name of a new Owner unless it has received from such new Owner an executed copy of an Investor Letter of such new Owner substantially in the form attached hereto as *Exhibit B*.

Section 2.6. Warrants Mutilated, Destroyed, Stolen or Lost. In case any Warrant shall become mutilated or be destroyed, stolen or lost, the Board shall execute, and thereupon the Trustee shall authenticate and deliver, a new Warrant of like tenor and principal amount, as the Warrants so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Warrant, upon surrender and cancellation of such mutilated Warrant or in lieu of and substitution for the Warrant destroyed, stolen or lost, upon filing with the Trustee evidence satisfactory to the Board and the Trustee that such Warrant has been destroyed, stolen or lost and proof of ownership thereof, and upon furnishing the Board and the Trustee with indemnity satisfactory to them and complying with such other reasonable regulations as the Board or the Trustee may prescribe and paying such expenses as the Board and Trustee may incur. All Warrants so surrendered to the Trustee shall be canceled by the Trustee in accordance with Section 11.5. Any such new Warrants issued pursuant to this Section in substitution for Warrants alleged to be destroyed, stolen or lost shall constitute original additional contractual obligations on the part of the Board, whether or not the Warrants so alleged to be destroyed, stolen or lost shall be found at any time or be enforceable by anyone, shall be entitled to equal and proportionate benefits with all other Warrants issued under this Indenture and shall be equally secured by the moneys or securities held by the Trustee for the benefit of the Owners.

Section 2.7. Delivery of Warrants.

Upon the written order of the Board, the Board shall execute and deliver to the Trustee and the Trustee shall authenticate the Warrants to be issued in the aggregate principal amount of

the Initial Advance and shall deliver them to or upon the order of the Board as hereinafter in this Section 2.7 provided.

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

- (1) A copy, duly certified by the Secretary of the Board, of (i) the Warrant Resolution (ii) incumbency certificate and (iii) the Investment Policy.
- (2) Original executed counterparts of this Indenture, the Tax Escrow Agreement and the Tax Agreement.
- (3) An Opinion of Bond Counsel as to the validity and tax-exempt status of the Warrants.
- (4) An Opinion of Counsel for the Board in form and substance satisfactory to Bond Counsel.
- (5) A written direction from the Board to the Trustee requesting the Trustee to authenticate and deliver the Warrants to the purchasers thereof upon payment to the Board of the proceeds from the sale of the Warrants specified in such written direction.
- (6) Such other instruments, documents and showings as may be required by the Board, the Trustee or Bond Counsel in connection with the issuance of the Warrants.

Section 2.8. Application of Proceeds of Advances. On the Date of Issuance, the Trustee shall pay to or upon the order of the Board all of the proceeds of the Warrants.

ARTICLE III

Redemption of Warrants

Section 3.1. Optional Redemption. The Warrants shall be subject to redemption prior to their Maturity Date at the option of the Board, in whole or in part (and, if in part, in an Authorized Denomination) on any Business Day, at a redemption price equal to 100 percent of the principal amount thereof plus accrued interest, if any, to the redemption date. Any redemption of less than all of the Warrants outstanding shall be made in such a manner that all Warrants outstanding after such redemption are in Authorized Denominations.

Warrants may be called for redemption by the Trustee pursuant to Section 3.2, upon receipt by the Trustee at least 20 days prior to the redemption date (or such shorter period as shall be acceptable to the Trustee) of a written request of the Board requesting such redemption.

Section 3.2. Notice of Redemption.

(A) Except as hereinafter provided, a copy of the notice of the call for any redemption identifying the Warrants to be redeemed shall be given by first class mail, postage prepaid, not

less than 20 days prior to the date fixed for redemption and shall be given by first class mail, postage prepaid, or by facsimile transmission. Such notice shall specify the redemption date, the redemption price, the place and manner of payment, and that from the redemption date interest will cease to accrue on the Warrants which are the subject of such notice, and shall include such other information as the Trustee shall deem appropriate or necessary at the time such notice is given to comply with any applicable law, regulation or industry standard.

(B) In addition to the requirements of Section 3.2(A), notice of the redemption of Warrants or any portion thereof identifying the Warrants or portions thereof to be redeemed shall specify (i) the series name and designation and certificate numbers of Warrants being redeemed, (ii) the principal amount of Warrants being redeemed and the redeemed amount for each certificate (for partial calls), (iii) the redemption date, and (iv) the redemption price.

(C) Failure to give notice in the manner prescribed in Section 3.2(A) and Section 3.2(B) with respect to any Warrant, or any defect in such notice, shall not affect the validity of the proceedings for redemption for any Warrant with respect to which notice was properly given.

(D) If any Warrant is transferred or exchanged on the warrant register after notice has been given calling such Warrant for redemption, the Trustee will attach a copy of such notice to the Warrant issued in connection with such transfer or exchange.

Section 3.3. Selection of Warrants for Redemption. If less than all the Warrants shall be called for redemption under any provision of this Indenture permitting or requiring such partial redemption, the particular Warrants or portions thereof to be redeemed shall be selected in direct order of their date of issuance and, with respect to Warrants having the same date of issuance, by lot in such manner as the Trustee may determine among such Warrants, and the portion of any Warrant to be redeemed shall be in a principal amount equal to an Authorized Denomination. In selecting Warrants for redemption, the Trustee shall treat each Warrant as representing that number of Warrants which is obtained by dividing the principal amount of such Warrant by the minimum Authorized Denomination. If it is determined that one or more, but not all, of the integral multiples of the Authorized Denomination of principal amount represented by any Warrant is to be called for redemption, then, upon notice of intention to redeem such integral multiple of an Authorized Denomination, the Owner of such Warrant shall forthwith surrender such Warrant to the Trustee for (a) payment to such Owner of the redemption price of the integral multiple of the Authorized Denomination of principal amount called for redemption, and (b) delivery to such Owner of a new Warrant or Warrants in the aggregate principal amount of the unredeemed balance of the principal amount of such Warrant. New Warrants representing the unredeemed balance of the principal amount of such Warrant shall be issued to the Owner thereof without charge therefor.

Section 3.4. Deposit of Funds. For the redemption of any of the Warrants, the Board shall cause to be deposited in the Redemption Fund or if determined by the Board to be necessary or appropriate, in a separate escrow account to be established by the Board with the Trustee, moneys sufficient to pay when due the principal of, and premium, if any, and interest on, the Warrants to be redeemed on the applicable redemption date, which moneys shall be applied in accordance with the provisions hereof.

ARTICLE IV

Pledge of Trust Estate and Applications of Funds

Section 4.1. The Pledge Effected by this Indenture. There are hereby pledged for the payment of the principal of and interest on the Warrants in accordance with their respective terms and the provisions of this Indenture, and a lien is hereby granted for such purpose, for the purposes and on the terms and conditions set forth in this Indenture, on the Trust Estate as described in the Granting Clauses hereto.

Pursuant to Section 13 of the Act, the moneys, securities and properties hereby pledged by the Board and received by the Escrow Agent as the agent of the Board shall immediately be subject to the lien and pledge hereof without any physical delivery or further act, and the lien and pledge hereof shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the Board, irrespective of whether such parties have notice hereof.

The Warrants are limited obligations of the Board payable from the Pledged Tax Receipts and do not represent or constitute a debt of the Board within the meaning of any constitutional or any statutory limitation. Neither the full faith and credit nor the taxing power of the Board is pledged to the payment of the Warrants.

Section 4.2. Establishment of Funds. The Debt Service Fund and the Redemption Fund are hereby established as special funds of the Board to be held by the Trustee. At the direction of a Designated Official, the Board may establish the Program Expense Fund as a special fund of the Board to be held by the Trustee. Within the Debt Service Fund are created the following trust accounts:

- (a) Principal and Interest Account; and
- (b) Released Funds Account.

Section 4.3. Deposit and Application of Pledged Tax Receipts.

(A) All Pledged Tax Receipts shall be deposited with the Escrow Agent for application in accordance with the Tax Escrow Agreement. All Pledged Tax Receipts paid to the Trustee shall be deposited immediately into the Debt Service Fund.

(B) (i) On each Business Day prior to the Maturity Date on which the sum held in the Debt Service Fund is equal to or more than the sum of the interest accrued and unpaid on all Outstanding Warrants and (ii) on the Maturity Date, the Trustee shall apply the moneys in the Debt Service Fund in the following order of priority:

First: to the Principal and Interest Account for immediate payment to the Warrantholders, for the payment of the accrued and unpaid interest on their Warrants.

Second: to the Principal and Interest Account for immediate payment to the Warrantholders, for the prepayment of principal of their Warrants in direct

order of the date of issuance of their Warrants and pro-rata among Warrants having the same date of issuance when the sum available is not sufficient to retire all of such Warrants having the same date of issuance, *provided, however* that the principal amount paid of any Warrant prepaid in part shall be in an amount equal to an Authorized Denomination.

Third: to the Released Funds Account for immediate payment to the Board, any amount remaining in the Debt Service Fund after the payment of all interest on and principal of the Warrants as provided in Clause First and Clause Second of this paragraph.

(C) On any Business Day that no Warrants are then Outstanding and no requested Advance is awaiting funding, any moneys held in the Debt Service Fund and any Pledged Tax Receipts received by the Trustee on that Business Day shall immediately be transferred to the Released Funds Account for immediate payment to the Board, free from the lien of this Indenture.

(D) On each Business Day on which money is paid to the Board pursuant to Section 4.3(B) or Section 4.3(C), the Trustee shall provide to the City Treasurer of the City of Chicago, as custodian of the Board's tax moneys, notice of the date and amount of such payment to the Board.

Section 4.4. Redemption Fund. Amounts paid to the Trustee by the Board for the redemption of Warrants shall be deposited into the Redemption Fund and applied on the applicable redemption date for the payment of the redemption price and accrued interest on the Warrants to be redeemed pursuant to Section 3.1.

Section 4.5. Program Expense Fund. The Board may, at its option, deposit moneys in the Program Expense Fund from time to time. Any moneys on deposit in the Program Expense Fund shall be paid out by the Trustee, at the direction of the Board, to pay cost of issuance of the Warrants, and to pay the ongoing fees of the Fiduciaries as and when such fees come due. Notwithstanding the foregoing, the Board may at any time direct the Trustee to withdraw any or all amounts on deposit in the Program Expense Fund and the Trustee shall promptly pay such amounts to the Board.

ARTICLE V

Investments of Funds

Section 5.1. Investment of Moneys.

(A) Moneys held in the Debt Service Fund, Redemption Fund and Program Expense Fund shall be invested and reinvested by the Trustee at the written direction of a Designated Official in Investment Securities within the parameters of the Investment Policy which mature no later than necessary to provide moneys when needed for payments to be made from such Fund. The Trustee may conclusively rely upon such instructions as to both the suitability and legality of the directed investments. Nothing contained in this Indenture shall be construed to prevent

such Designated Official from directing the Trustee to make any such investments or reinvestments through the use of a Forward Supply Contract, to the extent permitted by Illinois law and the Investment Policy, and the Trustee shall comply with the terms and provisions of any such Forward Supply Contract or Repurchase Agreement. The Trustee may make any and all such investments through its trust department or the warrant department of any bank or trust company under common control with the Trustee. The Board has provided a certified copy of the Investment Policy to the Trustee in connection with the initial delivery of the Warrants and the Board covenants and agrees to provide to the Trustee in a timely fashion any amendments to or revisions of such Investment Policy. The Trustee shall be entitled to conclusively rely on the Investment Policy provided to it by the Board as the Investment Policy in effect at the time any investment is made. All investment income shall be retained in the Fund to which the investment is created from which such income is derived.

(B) The Board covenants and agrees that all investments made under this Indenture shall be consistent with the expectations expressed in the Tax Agreement.

(C) The Trustee may make any and all such investments through its own investment department or that of its affiliates or subsidiaries, and may charge its ordinary and customary fees for such trades, including cash sweep account fees. In the absence of investment instructions from the Board, the Trustee shall not be responsible or liable for keeping the moneys held by it hereunder fully invested in Investment Securities. The Trustee shall notify the Board in the event any moneys are being held uninvested pursuant hereto. The Trustee shall not be liable or responsible for the performance or adverse tax consequences of, or any losses on, any investment made pursuant to this Section. Although the Board recognizes that they may obtain a broker confirmation or written statement containing comparable information at no additional cost, the Board 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 if no activity occurred in such Fund during such month.

Section 5.2. Valuation and Sale of Investments.

(A) Investment Securities in any Fund created under the provisions of this Indenture shall be deemed at all times to be part of such Fund and any profit realized from the liquidation of such investment shall be credited to such Fund and any loss resulting from liquidation of such investment shall be charged to such Fund.

(B) Valuations of Investment Securities held in the Funds established hereunder shall be made by the Trustee as often as may be necessary or requested by the Board to determine the amounts held therein. In computing the amounts in such Funds, Investment Securities therein shall be valued as provided in Section 5.2(C).

(C) The value of Investment Securities shall mean the fair market value thereof, *provided, however*, that all SLGS shall be valued at par and those obligations which are redeemable at the option of the holder shall be valued at the price at which such obligations are then redeemable.

(D) Except as otherwise provided in this Indenture, the Trustee at the written direction of a Designated Official, shall sell at the best price reasonably obtainable, or present for redemption, any Investment Securities held in any Fund held by the Trustee whenever it shall be necessary to provide moneys to meet any payment or transfer from such Fund as the case may be.

ARTICLE VI

Particular Covenants and Representations of the Board

Section 6.1. Payment of Warrants.

(A) The Board covenants and agrees that it will pay solely from the Pledged Tax Receipts the principal of every Outstanding Warrant and the interest thereon, at the places, on the dates and in the manner provided in this Indenture and in the Warrants.

(B) If the maturity of any Warrant or installment of interest shall be extended pursuant to the written consent of the Owner thereof, such Warrant or installment of interest shall not be entitled, in case of any default under this Indenture, to the benefit of this Indenture or to payment out of the Trust Estate (except moneys held in trust for the payment of such Warrant or installment of interest) until the prior payment of the principal of all Warrants Outstanding the maturity of which has not been extended and of such portion of the accrued interest on the Warrants as shall not be represented by such extended claims for interest.

Section 6.2. Further Assurance. At any and all times the Board shall, as far as it may be authorized by law, pass, make, do, execute, acknowledge and deliver, all and every such further indentures, 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, and the Pledged Tax Receipts and other moneys, securities and funds hereby pledged or assigned, or which the Board may become bound to pledge or assign.

Section 6.3. Power to Issue Warrants and Pledge Trust Estate. The Board is duly authorized under all applicable laws to issue the Warrants, to execute and deliver the Financing Documents, to pledge the Pledged Tax Receipts and to grant the lien granted by this Indenture thereon in the manner and to the extent provided in this Indenture. The Warrants and the provisions of this Indenture are and will be valid and legally enforceable limited obligations of the Board in accordance with their terms and the terms of this Indenture, except to the extent enforceability may be limited by bankruptcy, insolvency and other laws affecting conditions, rights or remedies and the availability of equitable remedies generally. The Board covenants that upon the date of issuance of any of the Warrants, all conditions, acts and things required by the Constitution and laws of the State of Illinois and this Indenture to exist, to have happened and to have been performed precedent to or in the issuance of such Warrants shall exist, have happened and have been performed. The Board shall at all times, to the extent permitted by law, defend, preserve and protect the pledge of and lien on the Pledged Tax Receipts and all the rights of the Owners in and to such Pledged Tax Receipts against all claims and demands.

Section 6.4. Tax Anticipation Warrants. The Board reserves the right to issue Additional Warrants payable from all or any portion of the Pledged Taxes, and any such Additional Warrants shall share ratably and equally in the Pledged Tax Receipts with the Warrants; *provided, however*, that (i) no Tax Anticipation Warrants shall be issued later than the 15th day next following the Tax Penalty Date and (ii) no Tax Anticipation Warrants shall be issued if, as of the time immediately following the issuance of such Tax Anticipation Warrants, the aggregate principal amount of outstanding Tax Anticipation Warrants would exceed seventy two and one-half percent (72.5%) of the uncollected Pledged Taxes.

Section 6.5. Covenants Regarding Pledged Taxes. The Board has directed the County Collectors to deposit all collections of the Pledged Taxes directly with the Escrow Agent for application in accordance with the provisions of the Tax Escrow Agreement. As long as any of the Warrants remain Outstanding, the Board will not modify or amend such direction or the terms of the Tax Escrow Agreement, except for such modifications or amendments as may be necessitated by changes in State law, procedures, rules or regulations thereunder with respect to the collection and distribution of ad valorem property taxes; *provided*, that no such modification or amendment shall provide for the deposit with the Escrow Agent of less than all of the Pledged Taxes. As long as there are any Outstanding Warrants, the Board and its officers will comply with all present and future applicable laws in order to assure that the Pledged Taxes may be collected, deposited and applied as described in the Indenture.

Section 6.6. Accounts and Reports. The Board shall keep and cause the Escrow Agent to keep 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 Pledged Tax Receipts, and which, together with all other books and financial records of the Board, shall at all reasonable times be available for the inspection of the Trustee and the Owners of not less than twenty-five percent (25%) in aggregate principal amount of Outstanding Warrants or their representatives duly authorized in writing.

Section 6.7. Arbitrage. The Board shall not at any time permit any of the proceeds of the Warrants or any other funds of the Board to be used directly or indirectly to acquire any securities or obligations the acquisition of which would cause any Warrant to be an “*arbitrage bond*” as defined in Section 148 of the Internal Revenue Code of 1986, as amended.

ARTICLE VII

Defaults and Remedies

Section 7.1. Events of Default. Each of the following events is hereby declared to be an “*Event of Default*”:

- (1) if a default shall occur in the due and punctual payment of interest on any Warrant when and as such interest shall become due and payable;
- (2) if a default shall occur in the due and punctual payment of the principal or Redemption Price of any Warrant when and as the same shall become due and payable,

whether at maturity or by call for redemption or otherwise not otherwise an Event of Default;

(3) if a default shall occur in the performance or observance by the Board of any other of the covenants, agreements or conditions in this Indenture or in the Warrants contained, and such default shall continue for a period of sixty (60) days after written notice thereof to the Board by the Trustee or after written notice thereof to the Board and to the Trustee by the Owners of not less than a majority in aggregate principal amount of the Outstanding Warrants, provided that if the nature of the default is such that it cannot be cured within the initial 60-day cure period but can be cured within an additional period of not to exceed 60 days from the end of the initial 60-day cure period, no event of default shall occur if the Board institutes corrective action within the initial 60-day cure period and diligently pursues such action until the default is corrected (provided such default is corrected within the additional 60-day period described above); or

(4) if the Board shall file a petition seeking a composition of indebtedness under the federal bankruptcy laws or under any other applicable law or statute of the United States of America or of the State of Illinois.

Section 7.2. Proceedings Brought by Trustee.

(A) If an Event of Default shall occur and shall not have been remedied, then and in every such case, the Trustee, by its agents and attorneys, may proceed, and upon identical written request of the Owners of not less than a majority in aggregate principal amount of the Warrants Outstanding and upon being indemnified to its satisfaction shall proceed, to protect and enforce its rights and the rights of the Owners of the Warrants under the Warrants or 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 for an accounting against the Board as if the Board 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 or enforce any of the rights or interests of the Owners of the Warrants under the Warrants or this Indenture.

(B) All rights of action (including without limitation, the right to file proof of claims) under this Indenture may be enforced by the Trustee without the possession of any of the Warrants or the production thereof in any suit or other proceeding, and any such suit or other proceeding instituted by the Trustee shall be brought in its name.

(C) All actions against the Board under this Indenture shall be brought in a state or federal court located in the State.

(D) The Owners of not less than a majority in aggregate principal amount of the Warrants at the time Outstanding may direct the time, method and place of conducting any proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture or for the enforcement of any remedy available to the Trustee, or for the exercise any trust or power conferred upon the Trustee, provided that the Trustee shall have the right to

decline to follow any such direction if the Trustee shall be advised by counsel that the action or proceeding so directed may not lawfully be taken, or if the Trustee in good faith shall determine that the action or proceeding so directed would involve the Trustee in personal liability or be unjustly prejudicial to the Owners not parties to such direction.

(E) Upon commencing any suit at law or in equity or upon commencement of other 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.

(F) Regardless of the happening of an Event of Default, the Trustee shall have power, but unless requested in writing by the Owners of a majority in aggregate principal amount of the Warrants then Outstanding and furnished with security or indemnity to its satisfaction, shall be under no obligation to institute and maintain such suits and proceedings as may be necessary or expedient to prevent any impairment of the security under this Indenture and to preserve or protect its interests and the interest of the Owners.

(G) During the continuance of an Event of Default, the Trustee shall apply all Pledged Tax Receipts paid to the Trustee and the income therefrom as follows and in the following order:

(1) to the payment of the reasonable and proper charges and expenses of the Trustee, including the reasonable fees and expenses of counsel employed by it; it being understood that payment of such charges and expenses shall not be made from any moneys already held for the payments of the principal of, interest on and or purchase price of Warrants that were not presented for payment when due.

(2) to the payment of the principal of, Redemption Price and interest on the Warrants then due, as follows:

First: to the payment to the persons entitled thereto of all installments of interest then due on the Warrants in the order of the maturity of such installments, together with accrued and unpaid interest on the Warrants theretofore called for redemption, and, if the amount available shall not be sufficient to pay in full any installment or installments of interest 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 (*provided, however,* that no payment shall be made with respect to Warrants owned by the Board); and

Second: to the payment to the persons entitled thereto of the unpaid principal or Redemption Price of any Warrants 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 Warrants 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; and

(H) If and whenever all overdue installments of principal and Redemption Price of and interest on, Warrants, together with the reasonable and proper charges and expenses of the

Trustee, and all other overdue sums payable by the Board under this Indenture, including the overdue principal and Redemption Price of and accrued unpaid interest on, all Warrants held by or for the account of the Board, or provision satisfactory to the Trustee shall be made for such payments, all defaults under this Indenture or the Warrants shall be made good or secured to the satisfaction of the Trustee or provision deemed by the Trustee to be adequate shall be made therefor, the Trustee shall pay over to the Board all moneys, securities and funds then remaining unexpended in the hands of the Trustee (except moneys, securities and funds deposited or pledged, or required by the terms of this Indenture to be deposited or pledged, with the Trustee), and thereupon the Board, the Trustee and the Owners shall be restored, respectively, to their former positions and rights under this Indenture. No such payment to the Board by the Trustee nor such restoration of the Board and the Trustee to their former positions and rights shall extend to or affect any subsequent default under this Indenture or impair any right consequent thereon.

(I) Whenever moneys are to be applied pursuant to the provisions of this Section, the Trustee may, in its discretion, establish and maintain a reserve for future fees and expenses, and may apply moneys to be distributed at such times, and from time to time, as the Trustee shall determine, having due regard for the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. Whenever the Trustee shall apply such funds, it shall fix a date upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such dates, and for which moneys are available, shall cease to accrue. The Trustee shall also select a Record Date for such payment date. The Trustee shall give such notice as it may deem appropriate of the deposit with it of any moneys and of the fixing of any such Record Date and payment date, and shall not be required to make payment to the Owner of any Warrant until such Warrant shall be presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

(J) Under no circumstance may the Trustee declare the principal of or interest on the Warrants to be due and payable prior to the Maturity Date following the occurrence of an Event of Default under this Indenture.

Section 7.3. Restriction on Owners' Actions.

(A) No Owner of any Warrant shall have any right to institute any suit or proceeding at law or in equity for the enforcement or violation 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 a majority in aggregate principal amount of the Warrants 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 laws of Illinois or to institute such 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 or failed to comply with such request within sixty (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 Warrants 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 herein 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 Warrants.

(B) Nothing in this Indenture or in the Warrants contained shall affect or impair the right of action of any Owner to enforce such payment of its Warrant from the sources provided herein.

Section 7.4. Remedies Not Exclusive. No remedy by the terms of this Indenture conferred upon or reserved to the Trustee or the Owners is intended to be exclusive of any other remedy, but each remedy shall be cumulative and shall be in addition to every other remedy given under this Indenture or existing at law or in equity or by statute on or after the date of the execution and delivery of this Indenture.

Section 7.5. Effect of Waiver and Other Circumstances. No delay or omission of the Trustee or any Owner 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. The Owners of not less than two-thirds in aggregate principal amount of the Warrants at the time Outstanding, or their attorneys-in-fact duly authorized may on behalf of the Owners of all of the Warrants waive any past default under this Indenture and its consequences, except a default in the payment of interest on or principal or Redemption Price of any of the Warrants when due. No such waiver shall extend to any subsequent or other default or impair any right consequent thereon.

ARTICLE VIII

Regarding the Fiduciaries

Section 8.1. Trustee Appointment and Acceptance of Duties. The Trustee hereby accepts and agrees to the trusts hereby created, but only upon the additional terms set forth in this Article, to all of which the Board agrees and the respective Owners of the Warrants, by their purchase and acceptance thereof, agree. Except during the continuance of an Event of Default, the Trustee undertakes such duties and only such duties as are specifically set forth in this Indenture.

Section 8.2. Paying Agents; Appointment and Acceptance of Duties. The Trustee is hereby appointed Paying Agent for the Warrants. The Board may at any time or from time to time appoint one or more other Paying Agents. Any Paying Agent shall be a bank with trust powers or a trust company organized under the laws of any state of the United States or a national banking association, having capital stock and surplus aggregating at least \$15,000,000, or shall be a wholly-owned subsidiary of such an entity, 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. The Trustee hereby accepts the duties and obligations imposed upon it as Paying Agent by this Indenture. Each other Paying Agent shall signify its acceptance of the duties and obligations imposed upon it by this Indenture by executing and delivering to the Board and to the Trustee a written acceptance thereof.

Section 8.3. Registrar; Appointment and Acceptance of Duties. The Trustee is hereby appointed Registrar for the Warrants. The Board may at any time or from time to time appoint one or more other Registrars. Any Registrar shall be a bank, trust company or national banking association doing business and having an office in the United States, if there be such a bank, 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. The Trustee hereby accepts the duties and obligations imposed upon it as Registrar by this Indenture. Each other Registrar shall signify its acceptance of the duties and obligations imposed upon it by this Indenture by executing and delivering to the Board and to the Trustee a written acceptance thereof.

Section 8.4. Responsibilities of Fiduciaries.

(A) The recitals of fact herein and in the Warrants contained shall be taken as the statements of the Board and no Fiduciary assumes any responsibility for the correctness of the same. No Fiduciary makes any representations as to the validity or sufficiency of this Indenture or of any Warrants issued hereunder or as to the security afforded by this Indenture, and no Fiduciary shall incur any liability in respect thereof. The Trustee shall, however, be responsible for any representation contained in its certificate on the Warrants. No Fiduciary shall be under any responsibility or duty with respect to the application of any moneys paid to the Board or to any other Fiduciary. No Fiduciary shall be under any obligation or duty to perform any act which would involve it in expense or liability or to institute or defend any suit in respect hereof, or to advance any of its own moneys, unless properly indemnified to its reasonable satisfaction. Subject to the provisions of paragraph (B) of this Section, no Fiduciary shall be liable in connection with the performance of its duties hereunder except for its own negligence or willful misconduct.

(B) In case an Event of Default has occurred and has not been remedied, the Trustee shall exercise such of the rights and powers vested in it by this Indenture, and shall use the same degree of care and skill in their exercise as a prudent person would exercise or use under the circumstances in the conduct of his or her own affairs. Any provision of this Indenture relating to action taken or to be taken by the Trustee, any other capacity the Trustee may serve hereunder or to evidence upon which the Trustee may rely shall be subject to the provisions of this Section.

(C) The Trustee is under no obligation to exercise any of the rights or powers vested in it by this Indenture at the request or direction of any of the Owners of the Warrants unless such Owners have offered to the Trustee security or indemnity satisfactory to the Trustee as to its terms, coverage, duration, amount and otherwise with respect to the costs, expenses and liabilities which may be incurred by it in compliance with such request or direction, and the provision of such indemnity shall be mandatory for any remedy taken upon direction of the Owners of 25% in aggregate principal amount of the Warrants.

(D) The Trustee is not required to make any inquiry or investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, approval, warrant, debenture or other paper or document but the Trustee, in its discretion, may make such further inquiry or investigation into such facts or matters as it may see fit and, if the Trustee determines to make such further inquiry or

investigation, it is entitled to examine the books, records and premises of the Board, in person or by agent or attorney.

(E) The Trustee may execute any of its trusts or powers or perform any duties under this Indenture either directly or by or through agents or attorneys, and may in all cases pay, subject to reimbursement as provided in this Indenture, such reasonable compensation as it deems proper to all such agents and attorneys reasonably employed or retained by it.

(F) Notwithstanding the effective date of this Indenture or anything to the contrary in this Indenture, the Trustee shall have no liability or responsibility for any act or event relating to this Indenture which occurs prior to the date the Trustee formally executes this Indenture and commences acting as Trustee hereunder.

(G) The Trustee shall have no responsibility with respect to any information, statement or recital in any official statement, offering memorandum or any other disclosure material prepared or distributed with respect to the Warrants, except for any information provided by the Trustee, and shall have no responsibility for compliance with any state or federal securities laws in connection with the Warrants. The Trustee shall not be liable or responsible in connection with the issuance of the Warrants as obligations the interest on which is excludable from gross income for Federal income tax purposes or for the subsequent maintenance of the tax-exempt status of such interest.

(H) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty.

Section 8.5. Evidence on Which Fiduciaries May Act.

(A) Each Fiduciary shall be protected in acting or refraining from acting upon any notice, resolution, request, consent, order, certificate, report, opinion (including a Counsel's Opinion), warrant or other paper or document furnished to it pursuant to and conforming to the requirements of this Indenture, and believed by it to be genuine and to have been signed or presented by the proper party or parties.

(B) Whenever any Fiduciary 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 this Indenture specifically requires other evidence thereof) may be deemed to be conclusively proved and established by a certificate of a Designated Official, but in its discretion the Fiduciary may in lieu thereof accept other evidence of such fact or matter or may require such further or additional evidence as it may deem reasonable.

(C) Except as otherwise expressly provided in this Indenture, any request, order, notice or other direction required or permitted to be furnished by the Board to any Fiduciary shall be sufficiently executed if signed by a Designated Official.

(D) The Trustee may consult with counsel and the written advice of such counsel or an Opinion of Counsel shall be full and complete authorization and protection for any action taken, suffered or omitted by it in good faith and in accordance with such advice or opinion.

(E) In the event the Trustee receives inconsistent or conflicting requests and indemnity from two or more groups of Owners of Warrants, each representing less than a majority in aggregate principal amount of the Warrants Outstanding, pursuant to the provision of this Indenture, the Trustee, in its sole discretion, may determine what actions, if any, shall be taken.

(F) The Trustee shall have the right to accept and act upon instructions or directions pursuant to this Indenture sent by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods, *provided, however*, that the Board shall provide to the Trustee an incumbency certificate listing designated persons with the authority to provide such instructions and containing specimen signatures of such designated persons, which incumbency certificate shall be amended whenever a person is to be added or deleted from the listing. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The Board agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties.

Section 8.6. Compensation. Unless otherwise determined by contract between the Board and each Fiduciary, the Board shall pay to each Fiduciary from time to time reasonable compensation as may be mutually agreed upon by the Board and the Fiduciary for all services rendered under this Indenture. The Board shall pay each Fiduciary for any extraordinary services or expenses performed or incurred by the Trustee in connection with its duties under this Indenture if, to the extent reasonably possible, notified in writing prior to the performance of those services or the incurring of those expenses so as to allow the Board to appropriate sufficient funds for their payment.

Section 8.7. Certain Permitted Acts. Any Fiduciary may become the Owner of any Warrants, with the same rights it would have if it did not act in any capacity hereunder. To the extent permitted by law, any Fiduciary 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 Owners or to effect or aid in any reorganization growing out of the enforcement of the Warrants or this Indenture, whether or not any such committee shall represent the Owners of a majority in aggregate principal amount of the Warrants then Outstanding.

Section 8.8. Resignation of Trustee. The Trustee may at any time resign and be discharged of the duties and obligations imposed upon it by this Indenture by giving not less than sixty (60) days' written notice to the Board, all Owners of the Warrants and the other Fiduciaries, and such resignation shall take effect upon the day specified in such notice but only if a successor shall have been appointed by the Board or the Owners as provided in Section 8.10 and shall have accepted such appointment, in which event such resignation shall take effect immediately on the acceptance of such appointment by such successor whether or not the date specified for such resignation to take effect has arrived. If a successor Trustee shall not have been appointed and accepted such appointment within a period of sixty (60) days following the giving of notice, then the Trustee, at the expense of the Board, shall be authorized to petition any court of competent jurisdiction to appoint a successor Trustee as provided in Section 8.10.

Section 8.9. Removal of Trustee; Consent of Owners. The Trustee may be removed at any time, by an instrument in writing approved by and executed in the name of the Board and delivered to the Trustee; *provided, however*, that if an Event of Default shall have occurred and be continuing, the Trustee may be so removed by the Board only with the written concurrence of the Owners of a majority in aggregate principal amount of Warrants then Outstanding (excluding Warrants held by or for the account of the Board). The Trustee may be removed at any time by the Owners of a majority in aggregate principal amount of the Warrants then Outstanding, excluding any Warrants held by or for the account of the Board, by an instrument or concurrent instruments in writing signed and duly acknowledged by such Owners or their attorneys-in-fact duly authorized, and delivered to the Board. Copies of each such instrument shall be delivered by the Board to each Fiduciary.

Section 8.10. Appointment of Successor Trustee.

(A) In case at any time the Trustee shall resign, be removed or 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 or court shall take charge or control of the Trustee, or of its property or affairs, the Board shall appoint a successor Trustee. The Board shall cause notice of any such appointment made by it to be mailed to all Owners of the Warrants.

(B) If no appointment of a Trustee shall be made by the Board within sixty (60) days following such resignation or removal pursuant to the foregoing provisions of this Section 8.10, the Trustee or the Owner of any Warrant Outstanding hereunder may apply to any court of competent jurisdiction to appoint a successor Trustee. Such court may thereupon, after such notice, if any, as such court may deem proper and prescribe, appoint a successor Trustee.

(C) Any Trustee appointed under the provisions of this Section in succession to the Trustee shall be a bank or trust company or national bank association, doing business and having a corporate trust office in the State of Illinois, and having capital stock and surplus aggregating at least \$15,000,000, or shall be a wholly-owned subsidiary of such an entity, if there be such a bank, trust company, national banking association or subsidiary 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.

(D) Notwithstanding any of the provisions of this Article VIII to the contrary concerning the resignation or removal of the Trustee or the appointment of a successor Trustee, no such resignation, removal or appointment shall be effective until the successor Trustee accepts its appointment.

Section 8.11. Transfer of Rights and Property to Successor Trustee. Any successor Trustee appointed under this Indenture shall execute, acknowledge and deliver to its predecessor Trustee, and also to the Board, an instrument accepting such appointment, and thereupon such successor Trustee, without any further act, deed or conveyance, shall become fully vested with all moneys, estates, properties, rights, powers, duties and obligations of such predecessor Trustee; but the predecessor Trustee shall nevertheless, on the written request of the Board or of the successor Trustee, execute, acknowledge and deliver such instruments of

conveyance and further assurances and do such other things as may reasonably be required for more fully and certainly vesting and confirming in such successor Trustee all its right, title and interest 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 from the Board be required by such successor Trustee for more fully and certainly vesting in and confirming to such successor Trustee any such moneys, estates, properties, rights, powers and duties, such deed, conveyance or instrument shall be executed, acknowledged and delivered by the Board. Any such successor Trustee shall promptly notify any other Fiduciary of its appointment as Trustee.

Section 8.12. Merger or Consolidation. Any company into which any Fiduciary 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 all or substantially all of the corporate trust business of any Fiduciary may be sold or transferred, shall be the successor to such Fiduciary and be bound to the obligations and duties of such Fiduciary hereunder without the execution or filing of any paper or the performance of any further act, unless such successor delivers written notice of its resignation pursuant to the provisions of this Article; *provided, however*, that 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 the duties imposed upon it by this Indenture.

Section 8.13. Adoption of Authentication. In case any of the Warrants shall have been authenticated but not delivered, any successor Trustee may adopt the certificate of authentication of any predecessor Trustee so authenticating such Warrants and deliver such Warrants so authenticated; and in case any of the said Warrants shall not have been authenticated, any successor Trustee may authenticate such Warrants in the name of the predecessor Trustee or in its own name.

Section 8.14. Trustee Not Deemed to Have Notice of Default. The Trustee shall not be deemed to have notice of any default hereunder except a default under Section 7.1(1), (2) or (3) unless any officer in its corporate trust office shall have actual knowledge thereof or the Trustee shall be specifically notified in writing of such default by the Board, or by the Owners of not less than a majority in principal amount of the Warrants Outstanding; and all notices or other instruments required by this Indenture to be delivered to the Trustee must, in order to be effective, be delivered at the corporate trust office of the Trustee.

Section 8.15. Monthly Report by Trustee. Within twenty (20) days after the end of each calendar month, the Trustee shall prepare a written report for each Fund, Account and Sub-Account held by it pursuant to the provisions of this Indenture. Such report shall set out the receipts and disbursements, both principal and income, and shall list the Investment Securities held by the Trustee at the end of the month. A copy of each such report shall be furnished to the Board and any persons designated by the Board.

In addition, the Trustee shall, at any time when requested, furnish to the Board and any persons designated by the Board a report of the amount of moneys, including Investment Securities, held in each Fund by the Trustee. For purposes of this certification, the Investment

Securities in each such Fund shall be treated as having a value equal to their aggregate market value as of the date of the request.

ARTICLE IX

Supplemental Indentures

Section 9.1. Supplemental Indentures Not Requiring Consent of Owners. The Board and the Trustee may without the consent of, or notice to, any of the Owners, enter into a Supplemental Indenture or Supplemental Indentures as shall not be inconsistent with the terms and provisions hereof for any one or more of the following purposes: (1) to impose additional covenants or agreements to be observed by the Board; (2) to impose other limitations or restrictions upon the Board; (3) to surrender any right, power or privilege reserved to or conferred upon the Board by this Indenture; and (4) to confirm, as further assurance, any pledge of or lien upon the Pledged Tax Receipts or any other moneys, securities or funds.

Section 9.2. Supplemental Indentures Effective Upon Consent of Owners. Any Supplemental Indenture not effective in accordance with Section 9.1 shall take effect only if permitted and approved and in the manner prescribed by Article X.

Section 9.3. Filing of Counsel's Opinion. Each Supplemental Indenture described in Section 9.1 shall be accompanied, when filed with the Trustee, by a Counsel's Opinion to the effect that such Supplemental Indenture has been duly authorized by the Board in accordance with the provisions of this Indenture, is authorized or permitted by this Indenture and, when executed and delivered, will be valid and binding upon the Board, the Owners and the Trustee.

ARTICLE X

Amendments

Section 10.1. Mailing. Any provision in this Article for the mailing of a notice or other information to Owners shall be fully complied with if it is mailed by first class mail, postage prepaid or delivered, to each Owner of Warrants then Outstanding at its address, if any, appearing upon the registration books of the Board kept by the Trustee.

Section 10.2. Powers of Amendment. Exclusive of Supplemental Indentures covered by Section 9.1 and subject to the terms and provisions contained in this Section 10.2, and not otherwise, the Owners of not less than a majority in aggregate principal amount of the Warrants then Outstanding shall each have the right, from time to time, to (i) consent to and approve the execution by the Board and the Trustee of such other indenture or indentures supplemental hereto as shall be deemed necessary and desirable by the Board for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Indenture or in any supplemental indenture, or (ii) waive or consent to the taking by the Board of any action prohibited, or the omission by the Board of the taking of any action required, by any of the provisions of this Indenture or of any indenture supplemental

hereto; *provided, however*, that nothing in this Section 10.2 or in Section 9.1 contained shall permit or be construed as permitting, (a) an extension of the stated maturity or reduction in the principal amount or reduction in the rate or extension of the time of paying of interest on, or reduction of any premium payable on the payment or redemption of any Warrant, (b) except for the pledge of the Pledged Tax Receipts in connection with the issuance of Additional Warrants, the creation of any lien prior to or on a parity with the lien of this Indenture, without the consent of the Owners of all the Warrants at the time Outstanding, (c) a reduction in the aforesaid aggregate principal amount of Warrants, the Owners of which are required to consent to any such waiver or Supplemental Indenture, without the consent of the Owners of all the Warrants at the time Outstanding which would be affected by the action to be taken, or (d) a modification of the rights, duties or immunities of the Trustee, without the written consent of the Trustee, or (e) the loss of the exclusion from federal gross income of the Owners of the interest paid on the Warrants held by a non-consenting Owner to the extent otherwise afforded under the Code and Regulations.

Section 10.3. Consent of Owners. The Board may at any time authorize the execution and delivery of a Supplemental Indenture making a modification or amendment permitted by the provisions of Section 10.2, to take effect when and as provided in this Section. Upon the authorization of such Supplemental Indenture, a copy thereof shall be delivered to and held by the Trustee for the inspection of the Owners. A copy of such Supplemental Indenture (or summary thereof or reference thereto in form approved by the Trustee) together with a request to Owners for their consent thereto in form satisfactory to the Trustee, shall be mailed to the Owners, but failure to mail such copy and request shall not affect the validity of such Supplemental Indenture when consented to as in this Section provided. Such Supplemental Indenture shall not be effective unless and until, and shall take effect in accordance with its terms when (a) there shall have been filed with the Trustee (i) the written consents of the Owners of the required aggregate principal amount of Outstanding Warrants, and (ii) a Counsel's Opinion stating that the execution and delivery of such Supplemental Indenture has been duly authorized by the Board in accordance with the provisions of this Indenture, is authorized or permitted by this Indenture and, when effective, will be valid and binding upon the Board and the Trustee, and (b) a notice shall have been mailed as hereinafter in this Section provided. A certificate or certificates by the Trustee delivered to the Board that consents have been given by the Owners of the Warrants described in such certificate or certificates of the Trustee shall be conclusive. Any such consent shall be binding upon the Owner of the Warrants giving such consent and upon any subsequent Owner of such Warrants and of any Warrants issued in exchange therefor or replacement thereto whether or not such subsequent Owner has notice thereof; *provided, however*, that any consent may be revoked by any Owner of such Warrants by filing with the Trustee, prior to the time when the Trustee's written statement hereafter in this Section referred to is filed, a written revocation, with proof that such Warrants are held by the signer of such revocation. The fact that a consent has not been revoked may be proved by a certificate of the Trustee to the effect that no revocation thereof is on file with it. Any consent, or revocation thereof, may be delivered or filed prior to any mailing or publication required by this Article and shall not be deemed ineffective by reason of such prior delivery or filing. Within thirty (30) days of any date on which the consents on file with the Trustee and not theretofore revoked shall be sufficient under this Section, the Trustee shall make and deliver to the Board a written statement that the consents of the Owners of the required aggregate principal amount of Outstanding Warrants have been filed with the Trustee. Such written statement shall be conclusive that such

consents have been so filed. Any time thereafter notice, stating in substance that the Supplemental Indenture has been consented to by the Owners of the required principal amount of Outstanding Warrants and will be effective as provided in this Section, shall be given by mailing to the Owners (but failure to mail such notice or any defect therein shall not prevent such Supplemental Indenture from becoming effective and binding). The Trustee shall deliver to the Board proof of the mailing of such notice. A record, consisting of the information required or permitted by this Section to be delivered by or to the Trustee, shall be proof of the matters therein stated.

Section 10.4. Modifications by Unanimous Action. This Indenture and the rights and obligations of the Board and of the Owners of the Warrants may be modified or amended in any respect by a Supplemental Indenture effecting such modification or amendment and with the consents of the Owners of all the Warrants then Outstanding, each such consent to be accompanied by proof of the holding at the date of such consent of the Warrants with respect to which such consent is given. Such Supplemental Indenture shall take effect upon the filing (a) with the Trustee of (i) a copy thereof, (ii) such consents and accompanying proofs and (iii) the Counsel's Opinion referred to in Section 10.3 and (b) with the Board of the Trustee's written statement that the consents of the Owners of all Outstanding Warrants have been filed with it. No mailing of any Supplemental Indenture (or reference thereto or summary thereof) or of any request or notice shall be required. No such modification or amendment, however, shall change or modify any of the rights or obligations of any Fiduciary without its written consent thereto.

Section 10.5. Exclusion of Warrants. Unless all Warrants are owned or held by or for the account of the Board, Warrants owned or held by or for the account of the Board shall not be deemed Outstanding and shall be excluded for the purpose of any calculation required by this Article. At the time of any consent or other action taken under this Article, the Board shall furnish the Trustee a certificate of a Designated Official, upon which the Trustee may rely, identifying all Warrants so to be excluded.

ARTICLE XI

Miscellaneous

Section 11.1. Defeasance.

(A) If the Board shall pay or cause to be paid or there shall otherwise be paid to the Owners of all Warrants 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 under this Indenture and all covenants, agreements and other obligations of the Board to the Owners shall thereupon be discharged and satisfied. In such event, the Trustee, upon request of the Board, shall provide an accounting of the assets managed by the Trustee to be prepared and filed with the Board for any year or part thereof requested, and shall execute and deliver to the Board all such instruments as may be desirable to evidence such discharge and satisfaction, and the Fiduciaries shall pay over or deliver to the Board all moneys and securities held by them pursuant to this Indenture which are not required for the payment of

Warrants not previously surrendered for such payment or redemption. If the Board shall pay or cause to be paid, or there shall otherwise be paid, to the Owners of all Outstanding Warrants of a particular maturity or portion of any maturity, the principal or Redemption Price, if applicable, thereof and interest due or to become due thereon, at the times and in the manner stipulated therein and in this Indenture, such Warrants shall cease to be entitled to any lien, benefit or security under this Indenture, and all covenants, agreements and obligations of the Board to the Owners of such Warrants and to the Trustee shall thereupon be discharged and satisfied.

(B) Warrants or interest installments for the payment or redemption of which moneys shall have been set aside and held in trust by the Trustee at or prior to their maturity or redemption date shall be deemed to have been paid within the meaning of and with the effect expressed in this Section 11.1 if the Board shall have delivered to or deposited with the Trustee (a) irrevocable instructions to pay or redeem all of said Warrants in specified amounts no less than the respective amounts of, and on specified dates no later than the respective due dates of, their principal, (b) irrevocable instructions to mail the required notice of redemption of any Warrants so to be redeemed, (c) either moneys in an amount which shall be sufficient, or Defeasance Obligations the principal of and the interest on which when due will provide moneys which shall be sufficient, in the opinion of a nationally recognized firm of independent public accountants, without further reinvestment, to pay when due the principal, Redemption Price, if applicable, and interest due and to become due on said Warrants on and prior to each specified redemption date or maturity date thereof, as the case may be, and (d) if any of said Warrants are not to be redeemed within the next succeeding sixty (60) days, irrevocable instructions to mail to all Owners of said Warrants a notice that such deposit has been made with the Trustee and that said Warrants are deemed to have been paid in accordance with this Section and stating the maturity or redemption date upon which moneys are to be available for the payment of the principal or Redemption Price, if applicable, of said Warrants. The Defeasance Obligations and moneys deposited with the Trustee pursuant to this Section shall be held in trust for the payment of the principal or Redemption Price, if applicable, and interest on said Warrants. No payments of principal of any such Defeasance Obligations or interest thereon shall be withdrawn or used for any purpose other than the payment of such principal or Redemption Price of, or interest on, unless after such withdrawal the amount held by the Trustee and interest to accrue on Defeasance Obligations so held shall be sufficient to provide fully for the payment of the principal of or Redemption Price and interest on said Warrants, at maturity or upon redemption, as the case may be.

(C) Anything in this Indenture to the contrary notwithstanding, any moneys held by any Fiduciary in trust for the payment and discharge of any of the Warrants which remain unclaimed for two years after the date when such Warrants have become due and payable, either at their stated maturity dates or by call for earlier redemption, if such moneys were held by the Fiduciary at such date, or for two years after the date of deposit of such moneys if deposited with such Fiduciary after the said date when such Warrants become due and payable, shall, at the written request of the Board, be repaid by the Fiduciary to the Board, as its absolute property and free from trust, and the Fiduciary shall thereupon be released and discharged with respect thereto and the Owners of such Warrants shall look only to the Board for the payment of such Warrants.

Section 11.2. Evidence of Signatures of Owners and Ownership of Warrants.

(A) Any request, consent, revocation of consent or other instrument which this Indenture may require or permit to be signed and executed by the Owners may be in one or more instruments of similar tenor, and shall be signed or executed by such Owners in person or by their attorneys appointed in writing. Proof of (i) the execution of any such instrument, or of an instrument appointing any such attorney, or (ii) the holding by any Person of the Warrants shall be sufficient for any purpose of this Indenture (except as otherwise herein 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:

(1) The fact and date of the execution by any Owner or its attorney of such instruments may be proved by a guarantee of the signature thereon by a bank, national banking association 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 instruments acknowledged to that person the execution thereof, or by an affidavit of witness of such execution, duly sworn to before such notary public or other officer. Where such execution is by an officer of a board or association or a member of a partnership, on behalf of such board, association or partnership, such signature guarantee, certificate or affidavit shall also constitute sufficient proof of authority.

(2) The ownership of Warrants and the amount, numbers and other identification and date of holding the same shall be proved by the registration book maintained by the Trustee or any Registrar.

(B) Any request or consent by the Owner of any Warrant shall bind all future Owners of such Warrant in respect of anything done or suffered to be done by the Board or any Fiduciary in accordance therewith.

Section 11.3. Moneys Held for Particular Warrants. The amounts held by any Fiduciary for the payment of interest, principal or Redemption Price due on any date with respect to particular Warrants 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 Warrants entitled thereto.

Section 11.4. Preservation and Inspection of Documents. All documents received by any Fiduciary 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 Board, any other Fiduciary, and any Owner and their agents and their representatives, any of whom may make copies thereof.

Section 11.5. Cancellation and Destruction of Warrants. All Warrants paid or redeemed, either at or before maturity, and all mutilated Warrants surrendered pursuant to Section 2.6, shall be delivered to the Trustee when such payment or redemption is made or upon surrender, as the case may be, and such Warrants, together with all Warrants purchased by the Trustee, shall thereupon be promptly canceled. Warrants so canceled 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 Warrants so destroyed, and one executed certificate shall be delivered to the Board and the other retained by the Trustee.

Section 11.6. Parties' Interest Herein. Nothing in this Indenture expressed or implied is intended or shall be construed to confer upon, or to give to, any Person, other than the Board, the Fiduciaries and the Owners of the Warrants, 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 Board shall be for the sole and exclusive benefit of the Board, the Fiduciaries and the Owners of the Warrants.

Section 11.7. No Recourse on the Warrants.

(A) No recourse shall be had for the payment of the principal or Redemption Price of or interest on the Warrants or for any claim based thereon or on this Indenture against any past, present or future member, director, officer, employee or agent of the Board, or any successor, public body or any person executing the Warrants, either directly or through the Board, under any rule of law or equity, statute or constitution or otherwise, and all such liability of any such officers, directors, members, employees or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Indenture and the issuance of the Warrants.

(B) No member, officer, director, agent or employee of the Board shall be individually or personally liable for the payment of the principal or Redemption Price of or interest on the Warrants; but nothing herein contained shall relieve any such member, officer, director, agent or employee from the performance of any official duty provided by law.

(C) All covenants, stipulations, obligations and agreements of the Board contained in this Indenture shall be deemed to be covenants, stipulations, obligations and agreements of the Board to the full extent authorized and permitted by the Constitution and laws of the State of Illinois, and no covenants, stipulations, obligations or agreements contained herein shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, officer, director, agent or employee of the Board in his or her individual capacity, and no officer executing the Warrants shall be liable personally on the Warrants or be subject to any personal liability or accountability by reason of the issue thereof. No member, officer, director, agent or employee of the Board shall incur any personal liability in acting or proceeding or in not acting or not proceeding in accordance with the terms of this Indenture.

Section 11.8. Successors and Assigns. Whenever in this Indenture the Board is named or referred to, it shall be deemed to include its successors and assigns and all the covenants and agreements in this Indenture contained by or on behalf of the Board shall bind and inure to the benefit of its successors and assigns whether or not so expressed.

Section 11.9. Severability of Invalid Provisions. If any one or more of the covenants or agreements provided in this Indenture on the part of the Board or any Fiduciary 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 11.10. Notices. Any notice, demand, direction, request or other instruments authorized or required by this Indenture to be given to, delivered to or filed with the Board or the Trustee shall be deemed to have been sufficiently given, delivered or filed for all purposes of the Indenture if and when sent by registered mail, postage prepaid, return-receipt requested:

To the Board, if addressed to: Board of Education of the City of Chicago
42 West Madison Street
Second Floor
Chicago, Illinois 60602
Attention: Chief Financial Officer
Telephone: (773) 553-2790
Email: jjhuang1@cps.edu

or at such other address as may be designated in writing by the Board to the Trustee; and

To the Trustee, if addressed to: [Zions First National Bank
111 West Washington Street, Suite 1860
Chicago, Illinois 60602
Attention: Daryl Pomykala
Telephone: (312) 489-9486
Email: Daryl.Pomykala@ZionsBank.com]

Section 11.11. Construction. This Indenture and all Supplemental Indentures shall be construed in accordance with, and governed by, the provisions of Illinois law irrespective of its conflict of laws principles.

Section 11.12. Headings Not a Part of This Indenture. Any headings preceding the texts of the several Articles and Sections hereof, and any Table of Contents appended to copies hereof, are solely for convenience of reference and do not constitute a part of this Indenture, nor do they affect its meaning, construction or effect.

Section 11.13. Multiple Counterparts. This Indenture may be executed in multiple counterparts, each of which shall be regarded for all purposes as an original; and all such counterparts shall constitute but one and the same instrument.

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the Board of Education of the City of Chicago, has caused this Indenture to be executed in its name and its behalf by its President and attested by its Secretary and [Zions First National Bank] has caused this Indenture to be executed in its behalf by an Authorized Officer and its corporate seal to be impressed hereon and attested by an Authorized Officer, all as of the day and year first above written.

BOARD OF EDUCATION OF THE CITY OF CHICAGO

By: _____
President, Board of Education of the City of
Chicago

Attest:

Secretary, Board of Education of the City of
Chicago

[ZIONS FIRST NATIONAL BANK,] as Trustee

By: _____
Authorized Officer

[SEAL]

Attest:

Authorized Officer

**EXHIBIT A
TO
TRUST INDENTURE**

FORM OF WARRANT

No. R-1

\$ _____,000,000

UNITED STATES OF AMERICA
STATE OF ILLINOIS
BOARD OF EDUCATION OF THE CITY OF CHICAGO
Educational Purposes Tax Anticipation Warrants, Series 2015A

Issue Date: _____

Registered Owner: _____

Principal Amount: _____ Million Dollars (\$ _____,000,000)

The BOARD OF EDUCATION OF THE CITY OF CHICAGO (the “*Board*”), a school district organized and existing under the laws of the State of Illinois, for value received, hereby promises to pay (but only out of the sources hereinafter provided) to the registered owner identified above, or registered assigns, on the maturity date specified herein, unless this Warrant shall have been called for redemption and payment of the redemption price shall have been duly made or provided for, upon presentation and surrender hereof, the principal sum specified above, and to pay (but only out of the sources hereinafter provided) interest on the balance of said principal sum from time to time remaining unpaid from and including the original issue date specified above, or from and including the most recent Interest Payment Date (as defined in the hereinafter-defined Indenture) with respect to which interest has been paid or duly provided for, until payment of said principal sum has been made or duly provided for.

Reference is hereby made to the further provisions of this Warrant set forth below, and such further provisions shall for all purposes have the same effect as if set forth at this place.

It is hereby certified, recited and declared that this Warrant is issued in part pursuant to the Local Government Debt Reform Act and that all acts and conditions required to be done, exist and be performed precedent to and in the execution and delivery of the Indenture and the issuance of this Warrant have been performed in due time, form and manner as required by law; that the indebtedness of the Board, including the issue of Warrants of which this is one, does not exceed any limitation imposed by law.

This Warrant shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Indenture until the Certificate of Authentication hereon shall have been duly executed by the Trustee.

IN WITNESS WHEREOF, the Board of Education of the City of Chicago has caused this Warrant to be signed in its name and on its behalf by the manual or duly authorized facsimile signature of its President and attested by the manual or duly authorized facsimile signature of its Secretary, all as of the Dated Date identified above.

BOARD OF EDUCATION OF THE CITY OF CHICAGO

By: _____
President, Board of Education of the City of
Chicago

Attest:

Secretary, Board of Education of the City of
Chicago

[Form of Certificate of Authentication]

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This Warrant is one of the Warrants described in the within-mentioned Indenture.

Date of Authentication and Delivery: [ZIONS FIRST NATIONAL BANK,] as Trustee

_____, 20____

By: _____
Authorized Signatory

Payments. Interest on Warrants shall be payable on each Interest Payment Date. The principal of the Warrants shall be payable in applicable amounts on each Principal Payment Date.

The principal and interest on the Warrants shall be payable in any coin or currency of the United States of America which, at the respective dates of payment thereof, is legal tender for the payment of public and private debts.

Payment of interest on Warrants shall be paid on each Interest Payment Date to the person appearing on the warrant register as the Owner thereof as of the close of business of the Trustee on the Record Date by wire transfer to such Owner to the wire transfer address within the United States to which such Owner wishes to have such wire directed, as most recently provided to the Trustee not later than the Business Day next preceding the Record Date. Payment of principal on any Warrant shall be made on the applicable Principal Payment Date, to the Owner as of the close of business of the Trustee on the Record Date, by wire transfer to such Owner on the applicable Principal Payment Date at the wire transfer address within the United States as most recently provided to the Trustee not later than the Business Day next preceding the Record Date.

Interest accrued on the Warrants shall be paid in arrears on each Interest Payment Date. Interest on the Warrants shall be computed upon the basis of a 360-day year and the actual number of days elapsed.

General. This Warrant is one of a duly authorized issue of not to exceed \$_____,000,000 aggregate principal amount Educational Purposes Tax Anticipation Warrants, Series 2015A, of the Board (the "Warrants"). The Warrants are issued pursuant to, under authority of and in full compliance with the Constitution and laws of the State of Illinois, including the School Code and the Local Government Debt Reform Act (the "Act") and a Trust Indenture dated as of _____ 1, 2015 (the "Indenture"), by and between the Board and the Trustee. The Warrants are being issued in anticipation of property taxes levied by the Board for educational purposes for the 2015 Tax Levy year.

Limited Obligations. The Warrants are limited obligations of the Board and are payable solely from Pledged Tax Receipts, as defined in the Indenture, provided that the pledge of Pledged Tax Receipts with respect to the Warrants is on a parity with the pledge thereof as security for the payment of other tax anticipation warrants of the Board. Neither the full faith

and credit nor the taxing power of the Board is pledged to the payment of the principal of or interest on the Warrants.

Maturity Date. The maturity date of this Warrant is the earlier of (A) _____, 2016 or (B) (i) October 1, 2016, if the Tax Penalty Date is on or prior to August 3, 2016 or (ii) the 60th day following the Tax Penalty Date if the Tax Penalty Date is later than August 3, 2016.

Interest Rate. The Warrants shall bear interest at the rate of _____% per annum.

Redemption and Prepayment. The Warrants are subject to redemption at the option of the Board, prepayment at the option of the Board and mandatory prepayment by the application of Pledged Tax Receipts deposited into the Debt Service Fund prior to maturity, as a whole or in part, at any time at par and without premium upon the terms and conditions set forth in the Indenture.

Registration. This Warrant is transferable by the registered owner hereof in person or by such registered owner's attorney duly authorized in writing at the principal corporate trust office of the Trustee, but only in the manner and subject to the limitations provided in the Indenture.

Defeasance. Provision for payment of all or any portion of the Warrants may be made, and the Indenture may be discharged, prior to payment of the Warrants in the manner provided in the Indenture.

Miscellaneous. The registered owner of this Warrant 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.

Copies of the Indenture are on file at the designated office of the Trustee, and reference to the Indenture and any and all supplements thereto and modifications and amendments thereof is made for a description of the pledge and covenants securing the Warrants, the nature, extent and manner of enforcement of such pledge, the rights and remedies of the registered owners of the Warrants, and the limitations on such rights and remedies.

Terms used in this Warrant shall have the same meanings as set forth in the Indenture.

ASSIGNMENT

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

UNIF GIFT MIN ACT –

TEN COM	– as tenants in common		Custodian
TENANT	– as tenants by the entireties		
JT TEN	– as joint tenants with right of survivorship and not as tenants in common	(Cust)	(Minor)
		under Uniform Gifts to Minors Act	
			(State)

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

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and Address of Assignee)

this Warrant of the Board of Education of the City of Chicago and does hereby irrevocably constitute and appoint _____

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

Dated: _____

Signature:

Signature Guaranteed:

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

**EXHIBIT B
TO
TRUST INDENTURE**

FORM OF INVESTOR LETTER

_____, 20__

Board of Education of the City of Chicago
Office of Chief Financial Officer
125 S. Clark Street
Chicago, IL 60603

Re: \$_____,000,000
Board of Education of the City of Chicago
Educational Purposes Tax Anticipation Warrants, Series 2015A

Ladies and Gentlemen:

This letter is to provide you with certain representations and agreements with respect to our purchase of the above-referenced warrants (the "*Warrants*"), dated their date of issuance. The Warrants are issued under and secured in the manner set forth pursuant to (i) a Trust Indenture dated as of _____ 1, 2015, between the Board of Education of the City of Chicago (the "*Issuer*") and [Zions First National Bank] (the "*Trustee*"), (the "*Indenture*"). _____ (the "*Purchaser*," the "*undersigned*," "*us*" or "*we*," as applicable) is purchasing the Warrants. We hereby represent and warrant to you and agree with you as follows:

1. We understand that the Warrants have not been registered pursuant to the Securities Act of 1933, as amended (the "*1933 Act*"), the securities laws of any state, nor has the Indenture been qualified pursuant to the Trust Indenture Act of 1939, as amended, in reliance upon certain exemptions set forth therein. We acknowledge that the Warrants (i) are not being registered or otherwise qualified for sale under the "blue sky" laws and regulations of any state, (ii) will not be listed on any securities exchange, (iii) will not carry a rating from any rating service, and (iv) will not be delivered in a form that is readily marketable.
2. We have not offered, offered to sell, offered for sale or sold any of the Warrants by means of any form of general solicitation or general advertising, and we are not an underwriter of the Warrants within the meaning of Section 2(11) of the 1933 Act.

3. We have sufficient knowledge and experience in financial and business matters, including purchase and ownership of municipal and other tax-exempt obligations, to be able to evaluate the risks and merits of the investment represented by the purchase of the Warrants.
4. We have authority to purchase the Warrants and to execute this letter and any other instruments and documents required to be executed by us in connection with the purchase of the Warrants.
5. The undersigned is a duly appointed, qualified and acting representative of the Purchaser and is authorized to cause the Purchaser to make the certifications, representations and warranties contained herein by execution of this letter on behalf of the Purchaser.
6. The undersigned is either (a) a “qualified institutional buyer” as defined in Rule 144A promulgated under the 1933 Act (a “*QIB*”), or (b) an “accredited investor” as defined in Rule 501 of Regulation D under the 1933 Act (an “*Accredited Investor*”), and, as such, is able to bear the economic risks of such investment in the Warrants. The Purchaser understands that, in certain circumstances, it may be required to hold the Warrants until the maturity thereof.
7. The undersigned understands that no official statement, prospectus, offering circular, or other comprehensive offering statement is being provided with respect to the Warrants. The undersigned has made its own inquiry and analysis with respect to the Issuer, the Warrants and the security therefor, and other material factors affecting the security for and payment of the Warrants.
8. We understand and acknowledge that the Warrants are limited obligations of the Issuer payable solely from the tax revenue collected from the Issuer’s 2015 Tax Levy for educational purposes, and that neither the full faith and credit nor the taxing power of the Issuer is pledged to the payment of the principal of or interest on the Warrants.
9. The undersigned acknowledges that it is familiar with the condition, financial or otherwise, of the Issuer and it has either been supplied with or been given access to information, including financial statements and other financial information, regarding the Issuer, to which a reasonable investor would attach significance in making investment decisions, and has had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the Issuer, the Warrants and the security therefor, so that as a reasonable investor, it has been able to make its decision to purchase the Warrants. The undersigned acknowledges that it does not require further information from the Board for purposes of purchasing the Warrants.
10. The Purchaser has made its own inquiry and analysis with respect to the Warrants and the security therefor, and other material factors affecting the security and payment of the Warrants. The Purchaser has assumed responsibility for obtaining such information and making such review as the Purchaser deemed necessary or desirable in connection with its decision to purchase the Warrants. The Purchaser is aware that the business of the Issuer involves certain economic variables and risks that could adversely affect the security for the Warrants.

11. The Warrants are being acquired by the Purchaser for investment for its own account and not with a present view toward resale or distribution and the Purchaser intends to hold the Warrants for its own account; *provided, however*, that the Purchaser reserves the right to sell, transfer or redistribute the Warrants, subject to the provisions of the Indenture, but agrees that any such sale, transfer or distribution by the Purchaser shall be in accordance with the Indenture.

12. The Purchaser agrees to comply with any applicable state and federal securities laws then in effect with respect to any disposition of the Warrants by it, and further acknowledges that any current exemption from registration of the Warrants does not affect or diminish such requirements.

Very truly yours,

By: _____
Name: _____
Title: _____

TRUST INDENTURE

by and between

BOARD OF EDUCATION OF THE CITY OF CHICAGO

and

[ZIONS FIRST NATIONAL BANK]

as trustee

dated as of _____ 1, 2015

securing

\$_____,000,000

Educational Purposes Tax Anticipation Notes, Series 2015A

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THIS TRUST INDENTURE dated as of _____ 1, 2015 (the "*Indenture*"), by and between the BOARD OF EDUCATION OF THE CITY OF CHICAGO, a school district organized and existing under the laws of the State of Illinois, and [ZIONS FIRST NATIONAL BANK,] a duly organized national banking association, existing and authorized to accept and execute trusts of the character set forth herein (the "*Trustee*").

WITNESSETH:

WHEREAS, pursuant to the provisions of Article 34 of the School Code, 105 Illinois Compiled Statutes 5 (the "*School Code*"), the City of Chicago constitutes one school district (the "*School District*") which is a body politic and corporate by the name of the "Board of Education of the City of Chicago," governed by the Chicago Board of Education (the "*Board*"); and

WHEREAS, the 2015 tax levy of the Board for educational purposes (the "*2015 Tax Levy*") is in the amount of \$_____,000,000 and such levy has been duly adopted by the Board and filed in the manner provided by law with the County Clerk of the County of Cook, Illinois and the County Clerk of the County of DuPage, Illinois; and

WHEREAS, in accordance with the provisions of Section 34-23.5 of the School Code and the Local Government Debt Reform Act, 30 Illinois Compiled Statutes 350 (the "*Act*"), the Board, on the _____ day of _____, 2015 adopted Resolution No. 15-____-RS__ (the "*Note Resolution*") authorizing the Board to enter into one or more lending agreements with banks establishing lines of credit to enable the Board to borrow money in anticipation of the tax revenue to be derived from the 2015 Tax Levy and to issue and have outstanding tax anticipation notes (the "*Tax Anticipation Notes*") in anticipation of such tax revenue in an aggregate principal amount outstanding from time to time of not to exceed \$_____,000,000, which evidence the Board's obligations under such lending agreements; and

WHEREAS, the Board has heretofore determined that it is advisable, necessary and in the best interests of the Board and the residents of the School District to issue the Tax Anticipation Notes from time to time to provide funds for the payment of ordinary and necessary expenditures for educational purposes; and

WHEREAS, pursuant to authority granted in the Note Resolution, the Board has appointed [Zions First National Bank] to act as Trustee under this Indenture; and

WHEREAS, pursuant to the Note Resolution, the Board has duly authorized the execution and delivery of the Credit Agreement (herein defined) and the issuance of a series of Tax Anticipation Notes designated as its Educational Purposes Tax Anticipation Notes, Series 2015A (the "*Notes*") to evidence its obligations under the Credit Agreement to repay Advances (as defined herein) in the aggregate principal amount of not to exceed \$_____,000,000 for the purpose of paying such ordinary and necessary expenditures of educational purposes and paying costs of issuance of the Notes; and

WHEREAS, the Notes will be payable from the tax revenue collections from the 2015 Tax Levy (the "*Pledged Tax Receipts*"); and

WHEREAS, the Notes will be further secured by the other moneys, securities and funds pledged under this Indenture; and

WHEREAS, the Board has entered into a credit agreement with _____ establishing a line of credit for the benefit of the Board in the maximum amount of \$_____,000,000; and

WHEREAS, the Board, the Trustee, [Zions First National Bank,] as trustee for the Series 2015B Notes (herein defined) and [Zions First National Bank,] as escrow agent (the "*Escrow Agent*") have entered into the 2015 Tax Escrow Agreement dated _____, 2015 (the "*Tax Escrow Agreement*") with respect to the administration of the Pledged Tax Receipts and the Board has authorized the direct deposit to the Escrow Agent of the Pledged Tax Receipts; and

WHEREAS, all things necessary to make the Notes, when authenticated by the Trustee and issued as in this Indenture provided, the valid, binding and legal limited obligations of the Board according to the import thereof, and to constitute this Indenture a valid pledge of and grant of a lien on the Pledged Tax Receipts to secure the payment of the principal of, premium, if any, and interest on the Notes have been done and performed, in due form and time, as required by law; and

WHEREAS, the execution and delivery of this Indenture and the execution and issuance of the Notes, subject to the terms hereof, have in all respects been duly authorized.

GRANTING CLAUSES

NOW, THEREFORE, THIS TRUST INDENTURE WITNESSETH:

That in order to secure the payment of the principal of, premium, if any, and interest on all Notes issued hereunder, according to the import thereof, and the performance and observance of each and every covenant and condition herein and in the Notes contained, and for and in consideration of the premises and of the acceptance by the Trustee of the trusts hereby created, and of the acquisition and acceptance of the Notes by the respective Owners (as hereinafter defined) thereof, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, and for the purpose of fixing and declaring the terms and conditions upon which the Notes shall be issued, authenticated, delivered, secured and accepted by all persons who shall from time to time be or become Owners thereof, the Board does hereby pledge and grant a lien upon the following Trust Estate to the Trustee and its successors in trust and assigns, for the benefit of the Owners to the extent provided in this Indenture:

(a) The Pledged Tax Receipts, provided that the pledge of the Pledged Tax Receipts to the Notes is on a parity with the pledge of the Pledged Tax Receipts to any other Tax Anticipation Notes; and

(b) All moneys and securities and earnings thereon held in the Escrow Account maintained under the Tax Escrow Agreement, provided that such pledge to the Notes is on a parity with the pledge of the moneys and securities held in the Escrow Account for the benefit and security of any other Tax Anticipation Notes and is subject to the allocation of the moneys

and securities in said Escrow Account in accordance with the terms and provisions of the Tax Escrow Agreement; and

(c) All moneys and securities and earnings thereon in all Funds, Accounts and Sub-Accounts established pursuant to this Indenture; and

(d) Any and all other moneys, securities and property furnished from time to time to the Trustee by the Board or on behalf of the Board or by any other persons to be held by the Trustee under the terms of this Indenture;

BUT IN TRUST NEVERTHELESS, and except as herein otherwise provided, for the equal and proportionate benefit and security of the Notes issued hereunder and secured by this Indenture, without preference, priority or distinction as to participation in the lien, benefit and protection hereof of any one Note over any other or from the others by reason of priority in the issue or negotiation thereof or by reason of the date or dates of maturity thereof, or for any other reason whatsoever, so that each and all of the Notes shall have the same right, lien and privilege under this Indenture and shall be equally secured hereby, with the same effect as if the same had all been made, issued and negotiated upon the delivery hereof.

PROVIDED FURTHER, HOWEVER, that the Board has reserved the right, upon compliance with the provisions of Section 6.4 and the Credit Agreement, to issue Additional Notes (as hereinafter defined) on a parity with and sharing ratably and equally in the Pledged Tax Receipts with the Notes.

PROVIDED FURTHER, HOWEVER, that these presents are upon the condition that, if the Board, or its successors, shall well and truly pay or cause to be paid, or provide, pursuant to Section 11.1, for the payment of all principal, premium, if any, and interest on the Notes due or to become due thereon and all other amounts secured hereby, at the times and in the manner stipulated therein and herein, then this Indenture and the rights hereby granted shall cease, terminate and be void, but shall otherwise be and remain in full force.

AND IT IS HEREBY COVENANTED AND AGREED by and among the Board, the Trustee and the Owners of the Notes from time to time, that the terms and conditions upon which the Notes are to be issued, authenticated, delivered, secured and accepted by all persons who shall from time to time be or become the Owners thereof, and the trusts and conditions upon which the moneys and securities hereby pledged are to be held and disposed of, which trusts and conditions the Trustee hereby accepts, are as follows:

ARTICLE I

Definitions and Construction

Section 1.1. Definitions. The following terms shall, for all purposes of this Indenture, have the following meanings unless a different meaning clearly appears from the context:

“*Act*” means the Local Government Debt Reform Act, 30 Illinois Compiled Statutes 350.

“*Additional Notes*” means any Tax Anticipation Notes issued by the Board in accordance with the provisions of the School Code and the Act on a parity with and sharing ratably and equally in all or any portion of the Pledged Tax Receipts with the Notes and any other Tax Anticipation Notes secured by such Pledged Tax Receipts.

“*Advance*” means either the Initial Advance or a Supplemental Advance.

“*Applicable Spread*” means, _____% but will be subject to adjustment based on the Board’s long-term unenhanced debt ratings (each a “*Rating*”), as set forth in the following table:

<u>Level</u>	<u>S & P Rating</u>	<u>Moody’s Rating</u>	<u>Fitch Rating</u>	<u>Applicable Spread</u>
1	A-	A3	A-	_____ bps
2	BBB+	Baa1	BBB+	_____ bps
3	BBB	Baa2	BBB	_____ bps
4	BBB-	Baa3	BBB-	_____ bps
5	BB+ or below	Ba1 or below	BB+ or below	_____ bps

If Ratings are then in effect (i) from two of Moody’s, S&P or Fitch, the Applicable Spread shall correspond to the level set forth above corresponding to the lower Rating from either of such Rating Agencies and (ii) from all three of Moody’s, S&P and Fitch, the Applicable Spread will correspond to the Level set forth above corresponding to the lower of the two highest Ratings from the Rating Services. References in this definition are to rating categories as presently determined by the Rating Services, and in the event of the adoption of any new or changed rating system or a “global” rating scale by any such Rating Service, the rating categories shall be adjusted accordingly to a new rating which most closely approximates the requirements as set forth herein.

“*Authorized Denominations*” means, \$5,000 and any integral multiple thereof.

“*Authorized Officer*” means (a) any Designated Official, (b) the Controller and Chief Operating Officer of the Board acting together, or (c) any other officer or employee of the Board authorized to perform specific acts or duties hereunder by resolution duly adopted by the Board.

“*Bank*” means _____ or its successors and assigns, so long as it (or any successor or assignee) owns at least a majority in aggregate principal amount of the Notes then outstanding.

“*Base Rate*” means for any day, the rate per annum equal to the Federal Funds Open Rate plus _____%.

“*Board*” means the school district coterminous with the City of Chicago, which is a body politic and corporate by the name of the “Board of Education of the City of Chicago,” governed by the Chicago Board of Education.

“*Bond Authorization Act*” means the Bond Authorization Act, 30 Illinois Compiled Statutes 305.

“*Bond Counsel*” means the firm of _____, Chicago, Illinois, or any other law firm designated by the Board having a national reputation in the field of municipal law whose opinions are generally accepted by purchasers of municipal notes, acceptable to the Trustee.

“*Business Day*” means any day other than (a) a Saturday, Sunday or (b) a day on which banking institutions located (i) in the city in which the designated office of the Trustee is located, (ii) in the city in which the designated office of the Escrow Agent is located or (c) a day on which the principal office of the Bank is closed.

“*Calculation Agent*” means the Bank, provided that the Board may confirm any calculations made hereunder.

“*Code*” or “*Code and Regulations*” means the Internal Revenue Code of 1986, as amended, and the regulations promulgated or proposed pursuant thereto as the same may be in effect from time to time.

“*Commitment*” shall mean \$_____,000,000.

“*Counsel’s Opinion*” or “*Opinion of Counsel*” means an opinion signed by an attorney or firm of attorneys of recognized standing in the area of law to which the opinion relates, who may be counsel to the Board (including the internal counsel to the Board) or Bond Counsel.

“*County Collectors*” means, collectively, the County Treasurers of The Counties of Cook and DuPage, Illinois, in their respective capacities as county collector, or, respectively, such other officer as may be lawfully appointed in the future to serve as county collector in either of said counties.

“*Credit Agreement*” means the Credit Agreement dated as of _____, 2015, by and between the Board and the Bank, or any successor agreement, as the same may be amended, supplemented, restated or otherwise modified from time to time.

“*Daily LIBOR Rate*” means, for any day, the rate per annum determined by the Bank by dividing (i) the Published Rate by (ii) a number equal to 1.00 minus the Reserve Percentage.

“*Date of Issuance*” means the date of original, initial issuance and delivery of Initial Advance of the Notes hereunder.

“*Default Base Rate*” means, for any day, a fluctuating rate of interest per annum equal to the greatest of (i) the Prime Rate, (ii) the Federal Funds Open Rate plus _____%, (iii) the Daily LIBOR Rate plus _____%, and (iv) _____ percent (_____%).

“*Default Rate*” means the Default Base Rate + _____% for the first 60 days after an Event of Default hereunder has occurred, and thereafter shall be the Maximum Interest Rate provided such Default Rate may never exceed the Maximum Interest Rate.

“*Defeasance Obligations*” means Government Obligations which are not subject to redemption other than at the option of the holder thereof.

“*Designated Official*” means (i) the President of the Board, (ii) the Chief Financial Officer of the Board or (iii) any other officer of the Board authorized to perform specific acts and duties under this Indenture by a resolution of the Board.

“*Determination of Taxability*” means and shall be deemed to have occurred on the first to occur of the following:

(i) on that date when the Board files any statement, supplemental statement or other tax schedule, return or document which discloses that an Event of Taxability shall have in fact occurred;

(ii) on the date when the Board notifies any Noteholder or any former Noteholder that it has requested and received a written opinion by a nationally recognized attorney or firm of attorneys of substantial expertise on the subject of tax-exempt municipal finance to the effect that an Event of Taxability shall have occurred unless, within one hundred eighty (180) days after receipt by the Noteholder of such notification from the Board, the Board shall deliver to the Noteholder and any former Noteholder a ruling or determination letter issued to or on behalf of the Board by the Commissioner or any District Director of the Internal Revenue Service (or any other governmental official exercising the same or a substantially similar function from time to time) to the effect that, after taking into consideration such facts as form the basis for the opinion that an Event of Taxability has occurred, an Event of Taxability shall not have occurred;

(iii) on the date when the Board shall be advised in writing by the Commissioner or any District Director of the Internal Revenue Service (or any other government official or agent exercising the same or a substantially similar function from time to time) that, based upon filings of the Board, or upon any review or audit of the Board or upon any other ground whatsoever, an Event of Taxability shall have occurred; or

(iv) on that date when the Board shall receive notice from the Noteholder or any former Noteholder that the Internal Revenue Service (or any other government official or agency exercising the same or a substantially similar function from time to time) has assessed as includable in the gross income of such Noteholder or such former Noteholder the interest on the Notes due to the occurrence of an Event of Taxability;

provided, however, no Determination of Taxability shall occur under subparagraph (iii) or (iv) hereunder unless the Board has been afforded the opportunity, at its expense, to contest any such assessment, and, further, no Determination of Taxability shall occur until such contest, if made, has been finally determined; *provided further, however*, that upon demand from the Noteholder or former Noteholder, the Board shall promptly reimburse, but solely from payments made by

the Board, such Noteholder or former Noteholder for any payments, including any taxes, interest, penalties or other charges, such Noteholder (or former Noteholder) shall be obligated to make as a result of the Determination of Taxability.

“*Escrow Agent*” means [Zions First National Bank,] or its successor as escrow agent under the Tax Escrow Agreement.

“*Event of Default*” means any event so designated and specified in Section 7.1.

“*Event of Taxability*” means a (i) a change in law or judicial or administrative interpretation thereof, the occurrence or existence of any fact, event or circumstance (including, without limitation, the taking of any action by the Board, or the failure to take any action by the Board, or the making by the Board of any misrepresentation herein or in any certificate required to be given in connection with the issuance, sale or delivery of the Notes) which has the effect of causing interest paid or payable on the Notes to become includable, in whole or in part, in the gross income of the Noteholder or any former Noteholder for federal income tax purposes, whether as a result of a claim by the Internal Revenue Service that interest on the Notes is includable in the gross income of Noteholder or any former Noteholder for federal income tax purposes, or an opinion of note counsel, or (ii) the entry of any decree or judgment by a court of competent jurisdiction, or the taking of any official action by the Internal Revenue Service or the Department of the Treasury, which decree, judgment or action shall be final under applicable procedural law, in either case, which has the effect of causing interest paid or payable on the Notes to become includable, in whole or in part, in the gross income of the Noteholder or any former Noteholder for federal income tax purposes with respect to the Notes.

“*Federal Funds Open Rate*” means, for any day, the rate per annum equal to the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve System arranged by Federal funds brokers on such day, as published by the Federal Reserve Bank of New York on the Business Day next succeeding such day; *provided* that: (a) if such day is not a Business Day, then the Federal Funds Rate for such day shall be such rate on such transactions on the next preceding Business Day as so published on the next succeeding Business Day; and (b) if no such rate is so published on such next succeeding Business Day, then the Federal Funds Rate for such day shall be the average rate (rounded upward, if necessary, to a whole multiple of one-hundredth of one percent) charged to the Bank on such day on such transactions as determined by the Bank.

“*Fiduciary*” or “*Fiduciaries*” means the Trustee, the Registrar and the Paying Agent, or any or all of them, as may be appropriate.

“*Financing Documents*” means this Indenture, the Tax Escrow Agreement and the Credit Agreement.

“*Fitch*” means Fitch Ratings, its successors and assigns, and, if Fitch shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, “*Fitch*” shall be deemed to refer to any other nationally recognized securities rating agency designated by the Board by notice to the Trustee.

“*Forward Supply Contract*” means any contract entered into between the Board and a supplier of Investment Securities selected by or pursuant to the direction of the Board (a “*Counterparty*”) pursuant to which the Counterparty agrees to sell to the Board (or to the Trustee on behalf of the Board) and the Board (or the Trustee on behalf of the Board) agrees to purchase specified Investment Securities on specific dates at specific purchase prices, all as established at the time of the execution and delivery of such contract and as set forth in such contract. Any amounts due and owing from the Board to the Counterparty pursuant to any Forward Supply Contract (other than the specified purchase prices of the Investment Securities set forth therein) shall be treated as current operating expenses of the Board subject to annual appropriation, and shall not constitute indebtedness of the Board.

“*Government Obligations*” means (a) any direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America and (b) certificates of ownership of the principal of or interest on obligations of the type described in clause (a) of this definition, (i) which obligations are held in trust by a commercial bank which is a member of the Federal Reserve System in the capacity of a custodian, (ii) the owner of which certificate is the real party in interest and has the right to proceed directly and individually against the obligor of the underlying obligations, and (iii) for which the underlying obligations are held in safekeeping in a special account, segregated from the custodian’s general assets, and are not available to satisfy any claim of the custodian, any person claiming through the custodian, or any person to whom the custodian may be obligated.

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

“*Indenture*” means this Trust Indenture, dated as of _____ 1, 2015, by and between the Board and the Trustee, as from time to time amended and supplemented.

“*Index Floating Rate*” means (A) when a LIBOR Rate Loan is in effect under the Credit Agreement the lesser of (i) _____% of the Daily LIBOR Rate, plus the Applicable Spread and (ii) the Maximum Interest Rate or (B) when a Base Rate Loan is in effect under the Credit Agreement, the lesser of (i) _____% of the Base Rate, plus the Applicable Spread and (ii) the Maximum Interest Rate.

“*Initial Advance*” means the Advance of \$ _____ of proceeds made to the Board on the Date of Issuance pursuant to Section 2.1.

“*Interest Payment Date*” means each date that interest on the Notes is paid pursuant to Section 4.3(B), each redemption date with respect to the Notes redeemed and the Maturity Date.

“*Investment Policy*” means the Investment Policy approved by the Board, as currently in effect and as may be amended from time to time.

“*Investment Securities*” means any of the following securities authorized by law and the Investment Policy as permitted investments of Board funds at the time of purchase thereof:

- (a) Government Obligations;
- (b) Obligations of any of the following federal agencies which obligations represent the full faith and credit of the United States of America, including:
 - Export-Import Bank
 - Farm Credit System Financial Assistance Corporation
 - Farmers Home Administration
 - General Services Administration
 - U.S. Maritime Administration
 - Small Business Administration
 - Government National Mortgage Association (GNMA)
 - U.S. Department of Housing & Urban Development (PHA’s)
 - Federal Housing Administration;
- (c) Senior debt obligations issued by the Fannie Mae or the Federal Home Loan Mortgage Corporation and senior debt obligations of other government agencies which at the time of purchase are rated within the 4 highest general classifications established by a rating service of nationally recognized expertise or are expressly secured by the full faith and credit of the United States of America;
- (d) U.S. dollar denominated deposit accounts, certificates of deposit (including those placed by a third party pursuant to an agreement between the Trustee and the Board), demand deposits, including interest bearing money market accounts, trust deposits, time deposits, federal funds and banker’s acceptances with domestic commercial banks (including the Trustee and its affiliates) which on the date of purchase have any two of the following ratings on their short-term certificates of deposit: “*A-1*” or “*A-1+*” by S&P, “*P-1*” by Moody’s and “*F1*” or “*F1+*” by Fitch, and maturing no more than 360 days after the date of purchase. (Ratings on holding companies are not considered as the rating of the bank);
- (e) Commercial paper which at the time of purchase has any two of the following ratings: “*A-1*” or above by S&P, “*P-1*” by Moody’s and “*F1*” by Fitch, and which matures not more than 180 days after the date of purchase;
- (f) Investments in a money market fund which at the time of purchase is rated “*AAAm*” or “*AAAm-G*” or better by S&P, including those for which the Trustee or an affiliate performs services for a fee, whether as a custodian, transfer agent, investment advisor or otherwise;
- (g) Repurchase Agreements; and

(h) Forward Supply Contracts.

Ratings of Investment Securities referred to herein shall be determined at the time of purchase of such Investment Securities and without regard to ratings subcategories.

“*Investor Letter*” means a letter in the form attached hereto as Exhibit F or in a form otherwise approved by a Designated Official.

“*Maturity Date*” means the earlier of (A) _____, 2016 or (B) (i) October 1, 2016, if the Tax Penalty Date is on or prior to August 3, 2016 or (ii) the 60th day following the Tax Penalty Date if the Tax Penalty Date is later than August 3, 2016.

“*Maximum Interest Rate*” means, with respect to any of the Notes at any time, the Statutory Maximum Rate.

“*Moody’s*” means Moody’s Investors Service, its successors and assigns, and, if Moody’s shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, “*Moody’s*” shall be deemed to refer to any other nationally recognized securities rating agency designated by the Board by notice to the Trustee.

“*Note Resolution*” means Resolution No. 15-____-RS__, adopted by the Board on _____, 2015, authorizing the issuance of the Notes.

“*Notes*” means the Educational Purposes Tax Anticipation Notes, Series 2015A of the Board issued pursuant to Section 2.1 and any Notes issued hereunder in substitution or replacement therefor.

“*Opinion of Bond Counsel*” means a written opinion of Bond Counsel in form and substance acceptable to the Board and the Trustee, which opinion may be based on a ruling or rulings of the Internal Revenue Service.

“*Outstanding*” means, as of any date, all Notes theretofore or thereupon being authenticated and delivered under this Indenture except:

(i) Any Notes canceled by the Trustee at or prior to such date;

(ii) Notes (or portions of Notes) for the payment (including through Repaid Advances pursuant to Section 2.10) or redemption of which moneys and/or Defeasance Obligations, equal to the principal amount or Redemption Price thereof, as the case may be, with interest to the date of maturity or date fixed for redemption, are 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 Notes (or portions of Notes) are to be redeemed, notice of such redemption shall have been given as in Article III provided or provision satisfactory to the Trustee shall have been made for the giving of such notice;

(iii) Notes in lieu of or in substitution for which other Notes shall have been authenticated and delivered pursuant to Article II, Section 3.3 or Section 10.6; and

(iv) Notes deemed to have been paid as provided in Section 11.1(B).

“*Owner*” or “*Noteholder*” means any person who shall be the registered owner of any Note or Notes.

“*Paying Agent*” means the Trustee and any other bank, national banking association or trust company designated by a Designated Official pursuant to Section 8.2, respectively, hereof as a paying agent for the Notes, and any successor or successors appointed by a Designated Official or the Trustee under this Indenture.

“*Person*” means and includes an association, unincorporated organization, a limited liability company, a corporation, a partnership, a joint venture, a business trust, or a government or an agency or a political subdivision thereof, or any other public or private entity, or a natural person.

“*Pledged Tax Receipts*” means all of the money derived from the collection of the Pledged Taxes.

“*Pledged Taxes*” means the annual tax levied by the Board upon all taxable property located in the School District for educational purposes for the year 2015.

“*Prime Rate*” means for any day the rate of interest announced by the Bank from time to time as its prime commercial rate for U.S. dollar loans, or equivalent, as in effect on such day, with any change in the Prime Rate resulting from a change in said prime commercial rate to be effective as of the date of the relevant change in said prime commercial rate.

“*Principal Payment Date*” means each date that principal on the Notes is paid pursuant to Section 4.3(B), each redemption date with respect to the Notes redeemed and the Maturity Date.

“*Published Rate*” means the rate of interest published each Business Day in *The Wall Street Journal* “Money Rates” listing under the caption “London Interbank Offered Rates” for a one month period (or, if no such rate is published therein for any reason, then the Published Rate shall be the Eurodollar rate for a one month period as published in another publication selected by the Bank..

“*Rating Services*” means the nationally recognized rating services, or any of them, that shall have assigned ratings to any Notes Outstanding as requested by or on behalf of the Board, and which ratings are then currently in effect.

“*Record Date*” means, with respect to a Note, for payment of interest, the Business Day immediately preceding each Interest Payment Date for such Note and for payment of principal, the Business Day immediately preceding each Principal Payment Date.

“*Redemption Price*” means, with respect to any Note, the principal amount thereof plus the applicable premium, if any, payable upon the date fixed for redemption.

“*Registrar*” means the Trustee and any other bank, national banking association or trust company appointed by a Designated Official under this Indenture and designated as registrar for the Notes, and its successor or successors.

“*Repaid Advances*” means any Advance or portion thereof made hereunder in accordance with Section 2.12 which is paid back by the Board and deposited with the Trustee and transferred to the Owners on a pro rata basis.

“*Repurchase Agreements*” means repurchase agreements of government securities having the meaning set out in the Government Securities Act of 1986 subject to the provisions of said Act and the Regulations issued thereunder. The government securities that are the subject of such repurchase agreements, unless registered or inscribed in the name of the Board, shall be purchased through banks or trust companies authorized to do business in the State of Illinois.

“*Reserve Percentage*” means, for any day, the maximum reserve percentage, expressed as a decimal, at which reserves (including, without limitation any emergency, marginal, special and supplemental reserves) are imposed by the Board of Governors of the Federal Reserve System (or any successor thereto) for “Eurocurrency Liabilities” (as defined in Regulation D of the Federal Reserve Board, as amended, or any successor thereto), (subject to any amendments of such reserved requirement by such Board or its successor, taking into account any transitional adjustments thereto, without benefit or credit for any prorations, exemptions or offsets under Regulation D and adjusted automatically on and as of the effective date of any change in any such reserve percentage). The Reserve Percentage as of the date of this Indenture is 0.0%, but is subject to change.

“*School Code*” means the School Code, 105 Illinois Compiled Statutes 5.

“*School District*” means the school district constituted by the City of Chicago pursuant to Article 34 of the School Code, and governed by the Chicago Board of Education.

“*Series 2015B Notes*” means the Educational Purposes Tax Anticipation Notes, Series 2015B, of the Board.

“*SLGS*” means United States Treasury Certificates of Indebtedness, Notes and Bonds – State and Local Government Series.

“*S&P*” means Standard & Poor’s, a Division of The McGraw-Hill Companies, Inc., its successors and assigns, and, if S&P shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, “*S&P*” shall be deemed to refer to any other nationally recognized securities rating agency designated by the Board by notice to the Trustee.

“*State*” means the State of Illinois.

“*Statutory Maximum Rate*” means the maximum rate of interest permitted for the Notes from time to time pursuant to applicable law, including the Bond Authorization Act.

“*Supplemental Advance*” means any additional advance of the principal amount of the Notes outstanding subsequent to the Initial Advance pursuant to Section 2.1, each of which shall be in an amount not less than [\$5,000,000.]

“*Supplemental Indenture*” means any Supplemental Indenture between the Board and the Trustee authorized pursuant to Article IX.

“*Tax Agreement*” means the Tax Compliance Agreement, dated the date of issuance of the Notes, executed by the Board and the Trustee.

“*Tax Anticipation Notes*” means any one or more of the tax anticipation notes issued pursuant to the Act, including the Notes, the Series 2015B Notes and any Additional Notes.

“*Tax Escrow Agreement*” means the 2015 Tax Escrow Agreement dated as of _____, 2015 by and between the Board and [Zions First National Bank,] as Escrow Agent, as Trustee for the Notes and as trustee for the Series 2015B Notes.

“*Tax Penalty Date*” means the last day on which the second installment of the Pledged Taxes may be paid without penalty with respect to taxable property located in the County of Cook, Illinois.

“*Taxable Date*” means the date as of which interest on the Notes is first includable in the gross income of the Owner (including, without limitation, any previous Owner) thereof as a result of an Event of Taxability as such date is established pursuant to a Determination Taxability.

“*Taxable Rate*” means an interest rate per annum at all times equal to the product of the Index Floating Rate then in effect multiplied by the Taxable Rate Factor but in no case shall such rate exceed the Maximum Interest Rate.

“*Taxable Rate Factor*” means 1.54.

“*Trust Estate*” means the Pledged Tax Receipts and all other property pledged to the Trustee pursuant to the Granting Clauses of this Indenture.

“*Trustee*” means [Zions First National Bank] and any successor or successors appointed under this Indenture as hereinafter provided. The “*designated office*” of the Trustee means [111 West Washington Street, Suite 1860, Chicago, Illinois 60602,] or such other address as is provided by the Trustee.

“*Year*” or “*year*” means a calendar year.

Section 1.2. Miscellaneous Definitions. As used herein, and unless the context shall otherwise indicate, the words “*Note*,” “*Owner*,” and “*Person*” shall include the plural as well as the singular number.

As used herein, the terms “*herein*,” “*hereunder*,” “*hereby*,” “*hereto*,” “*hereof*” and any similar terms refer to this Indenture.

Unless the context shall otherwise indicate, references herein to articles, sections, subsections, clauses, paragraphs and other subdivisions refer to the designated articles, sections, subsections, clauses, paragraphs and other subdivisions of this Indenture as originally executed.

ARTICLE II

Authorization and Issuance of Notes

Section 2.1. Authorization and Issuance of Notes.

(A) The Board shall not issue any Notes under the provisions of this Indenture except in accordance with the provisions of this Article II. The total principal amount of Notes that may be Outstanding hereunder at any one time is expressly limited to \$_____,000,000. The Notes shall be issued in multiple Advances in one series. Each Advance evidences a borrowing by the Board and a loan by the Bank.

(B) The Notes shall be issued as a single Note in the amount of the Initial Advance on the Date of Issuance. From time to time after the Date of Issuance and the Initial Advance, the Board may increase the principal amount of Outstanding Notes in the aggregate amount of Supplemental Advances; *provided, however* that no Supplemental Advances shall be made (a) unless (i) the aggregate principal amount of all Outstanding Notes, including the increased principal amount of Notes in connection with such Supplemental Advance, does not exceed the Commitment and (ii) the aggregate principal amount of all Outstanding Tax Anticipation Notes, including the increased principal amount of Notes in connection with such Supplemental Advance, does not exceed _____ percent (_____%) of the remaining uncollected amount of the Pledged Taxes at the time of such Supplemental Advance; and (b) all conditions under the Credit Agreement, this Section and Section 2.8 hereof are satisfied. Each Advance referenced herein is intended to be treated as being part of a single issue of Notes for which the issue date is the Date of Issuance. The Trustee is hereby authorized to make the calculation required in (ii) above.

(C) The Notes shall be issuable as fully registered notes, without coupons, in Authorized Denominations, substantially in the form attached as Exhibit A hereto, with such appropriate variations, omissions and insertions as are permitted or required by this Indenture. Unless the Board shall otherwise direct, the Notes shall be lettered and numbered from R-1 and upwards. The Notes, as initially issued, shall be dated the date of issuance and shall mature on the Maturity Date, subject to optional redemption as provided in Article III. The Notes shall be held by the Trustee, as agent of the Owners. The Trustee, upon the written request of an Owner, shall deliver such Note to the Owner thereof; *provided, however*, that such Owner shall present such Note to the Trustee at the time of each Supplemental Advance and each Repaid Advance so that Exhibit A to the Note may be modified accordingly by the Trustee. Only the Trustee is authorized to modify Exhibit A to the Note.

(D) Each Note authenticated prior to the first Interest Payment Date thereon shall bear interest from its date of issue and thereafter interest shall accrue from the preceding Interest Payment Date except that if, as shown by the records of the Trustee, interest on such Note shall

be in default, any Note issued in exchange for or upon the registration of transfer of such Note shall bear interest from the date to which interest has been paid in full on such Note or, if no interest has been paid on such Note, its date of issue. After the Maturity Date, each Note shall bear interest on overdue principal and, to the extent permitted by law, and interest at the rate borne by such Note on the date on which such principal or interest came due and payable, or, if applicable and greater, the Default Rate.

(E) Interest on Notes shall be payable on each Interest Payment Date. The principal of the Notes shall be payable in applicable amounts on each Principal Payment Date.

(F) The principal and interest on the Notes shall be payable in any coin or currency of the United States of America which, at the respective dates of payment thereof, is legal tender for the payment of public and private debts.

(G) Payment of interest on Notes shall be paid on each Interest Payment Date to the person appearing on the note register as the Owner thereof as of the close of business of the Trustee on the Record Date (i) to the Bank by Automated Clearing House transfer and (ii) to any other Owner by wire transfer to such Owner to the wire transfer address within the United States to which such Owner wishes to have such wire directed, as most recently provided to the Trustee not later than the Business Day next preceding the Record Date. Payment of principal on any Note shall be made on the applicable Principal Payment Date, to the Owner as of the close of business of the Trustee on the Record Date, (i) to the Bank by Automated Clearing House transfer and (ii) to any other Owner by wire transfer to such Owner on the applicable Principal Payment Date at the wire transfer address within the United States as most recently provided to the Trustee not later than the Business Day next preceding the Record Date.

Section 2.2. Interest on Notes.

(A) The Notes shall bear interest from and including the Date of Issuance until payment of the principal or Redemption Price thereof shall have been made or provided for in accordance with the provisions hereof, whether at the Maturity Date, upon redemption, or otherwise. The Notes shall be issued in multiple Advances. The Notes shall bear interest at the Index Floating Rate except as otherwise provided in paragraphs (B) and (C) of this Section. Interest accrued on the Notes shall be paid in arrears on each Interest Payment Date. Interest on the Notes shall be computed upon the basis of a 360-day year and the actual number of days elapsed.

(B) From and after any Taxable Date, the interest rate on the Notes shall be established at the Taxable Rate.

(C) If an Event of Default shall occur and shall not have been remedied, then the Notes shall bear interest at the Default Rate.

(D) At any time that the Calculation Agent determines any interest rate with respect to the Notes is in excess of 9%, the Trustee or Calculation Agent, as the case may be, shall confirm that such rate is not in excess of the then applicable Maximum Interest Rate. The Trustee shall give Immediate Notice to the Board of any interest rate so determined in excess of 9%.

Section 2.3. Execution and Authentication.

(A) The Notes shall be executed in the name of the Board by the manual or facsimile signatures of its President (or in the event of a vacancy in the office of the President, the Vice President) and attested by the manual or facsimile signature of its Secretary. In case any one or more of the officers who shall have signed any of the Notes shall cease to be such officer before the Notes so signed shall have been authenticated and delivered by the Trustee, such Notes may, nevertheless, be authenticated and delivered as herein provided, and may be issued as if the persons who signed such Notes had not ceased to hold such offices. Any Note may be signed on behalf of the Board by such persons who at the time of the execution of such Note shall hold the proper office of the Board, although at the date of such Note such persons may not have been so authorized or have held such office.

(B) The Notes shall bear a certificate of authentication, in the form set forth in this Indenture, executed manually by the Trustee. Only such Notes as shall bear such certificate of authentication shall be entitled to any right or benefit under this Indenture, and no such Note 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 such Note executed on behalf of the Board shall be conclusive evidence that the Note 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 2.4. Interchangeability of Notes. Subject to the provisions of Section 2.5, any Note, upon surrender at the designated office of the Registrar with a written instrument of transfer satisfactory to the Registrar, duly executed by the Owner or its duly authorized attorney, may, at the option of the Owner and upon payment of any taxes, fees or charges as provided in Section 2.5, be exchanged for an equal aggregate principal amount of fully registered Notes having the same tenor and of any other Authorized Denominations.

Section 2.5. Negotiability, Transfer and Registration.

(A) Subject to the limitations contained in subsection (D) of this Section, upon surrender for registration of transfer of any Note at the designated office of the Trustee, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Trustee and duly executed by the Owner or such Owner's attorney duly authorized in writing, the Board shall execute, and the Trustee shall authenticate and deliver, in the name of the transferee or transferees a new Note or Notes of like date and tenor in Authorized Denominations for the aggregate principal amount which the Owner is entitled to receive bearing numbers not contemporaneously Outstanding. Subject to the limitations contained in subsection (D) of this Section, Notes may be exchanged at such times at such designated office of the Trustee upon surrender thereof together with an assignment duly executed by the Owner thereof or such Owner's attorney in such form and with guarantee of signature as shall be satisfactory to the Trustee for an equal aggregate principal amount of Notes of like date and tenor of any Authorized Denomination as the Notes surrendered for exchange bearing numbers not contemporaneously Outstanding. The execution by the Board of any Note of any Authorized Denomination shall constitute full and due authorization of such Authorized

Denomination, and the Trustee shall thereby be authorized to authenticate and deliver such registered Note.

(B) No service charge shall be imposed upon the Owners for any exchange or transfer of Notes. The Board and the Trustee may, however, require payment by the person requesting an exchange or transfer of Notes of a sum sufficient to cover any tax, fee or other governmental charge that may be imposed in relation thereto, except in the case of the issuance of a Note or Notes for the unredeemed portion of a Note surrendered for redemption in part.

(C) The Board, the Trustee and any Paying Agent may treat the Owner of any Note as the absolute owner thereof for all purposes, whether or not such Note shall be overdue, and shall not be bound by any notice to the contrary. All payments of or on account of the principal of, premium, if any, and interest on any such Note as herein provided shall be made only to or upon the written order of the Owner thereof or such Owner's legal representative, but such registration may be changed as herein provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

(D) Unless the Board directs the Trustee otherwise, Trustee shall not register the transfer of any Note in the name of a new Owner unless (i) it has received from such new Owner an executed copy of an Investor Letter of such new Owner substantially in the form attached hereto as Exhibit F or (ii) such new Owner is an affiliate of the Bank.

(E) Notes delivered upon any registration of transfer or exchange as provided herein or as provided in Section 2.6 shall be valid limited obligations of the Board, evidencing the same debt as the Notes surrendered, shall be secured by this Indenture and shall be entitled to all of the security and benefits hereof to the same extent as the Note surrendered.

Section 2.6. Notes Mutilated, Destroyed, Stolen or Lost. In case any Note shall become mutilated or be destroyed, stolen or lost, the Board shall execute, and thereupon the Trustee shall authenticate and deliver, a new Note of like tenor and principal amount, as the Notes so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Note, upon surrender and cancellation of such mutilated Note or in lieu of and substitution for the Note destroyed, stolen or lost, upon filing with the Trustee evidence satisfactory to the Board and the Trustee that such Note has been destroyed, stolen or lost and proof of ownership thereof, and upon furnishing the Board and the Trustee with indemnity satisfactory to them and complying with such other reasonable regulations as the Board or the Trustee may prescribe and paying such expenses as the Board and Trustee may incur. All Notes so surrendered to the Trustee shall be canceled by the Trustee in accordance with Section 11.5. Any such new Notes issued pursuant to this Section in substitution for Notes alleged to be destroyed, stolen or lost shall constitute original additional contractual obligations on the part of the Board, whether or not the Notes so alleged to be destroyed, stolen or lost shall be found at any time or be enforceable by anyone, shall be entitled to equal and proportionate benefits with all other Notes issued under this Indenture and shall be equally secured by the moneys or securities held by the Trustee for the benefit of the Owners.

Section 2.7. Required Information in Note Form. On each date on which the Trustee authenticates and delivers a Note, makes a Supplemental Advance or receives a Repaid

Advance, it shall complete the information required to be inserted by the Note form or Exhibit A thereto and shall keep a record of such information.

Section 2.8. Delivery of Notes.

(A) **Initial Advance.** Upon the written order of the Board, the Board shall execute and deliver to the Trustee and the Trustee shall authenticate the Notes to be issued in the aggregate principal amount of the Initial Advance and shall deliver them to or upon the order of the Board as hereinafter in this Section 2.8 provided.

Prior to the delivery by the Trustee of any of the Notes, representing the Initial Advance, there shall be filed with the Trustee:

- (1) A copy, duly certified by the Secretary of the Board, of (i) the Note Resolution (ii) incumbency certificate and (iii) the Investment Policy.
- (2) Original executed counterparts of this Indenture, the Credit Agreement, the Tax Escrow Agreement and the Tax Agreement.
- (3) An Opinion of Bond Counsel as to the validity and tax-exempt status of the Notes.
- (4) An Opinion of Counsel for the Board in form and substance satisfactory to Bond Counsel and the purchasers of the Notes.
- (5) A written direction from the Board to the Trustee requesting the Trustee to authenticate and deliver the Notes to the Bank in the aggregate principal amount of the initial advance upon payment to the Board of the proceeds from the sale of the Notes specified in such written direction.
- (6) Such other instruments, documents and showings as may be required by the Board, the Trustee or Bond Counsel in connection with the issuance of the Notes.

(B) **Supplemental Advances.** The ability of the Board to incur any Supplemental Advance hereunder and under the Credit Agreement is subject to the following conditions precedent in addition to Section 2.1: receipt by the Trustee and the Bank (with a copy to Bond Counsel) no later than 11:00 A.M. Chicago time, one Business Day prior to the date of any such Supplemental Advance, of (1) irrevocable Instructions From Board Regarding Supplemental Advance in substantially the form of Exhibit B hereto, with such changes as may be reasonable, necessary or appropriate, executed by the Board; and (2) an executed Certificate of the Board Regarding Supplemental Advance in substantially the form of Exhibit C hereto, with such changes, additions or modifications as may be reasonably acceptable to the Trustee and the Bank, with respect to such Supplemental Advance, upon which the Trustee and the Bank may conclusively rely in connection with any Supplemental Advance.

No later than 11:00 a.m., Chicago time on the Business Day of such Supplemental Advance, the Trustee shall deliver to the Bank and the Board an executed Certificate of Trustee

Regarding Supplemental Advance in substantially the form of Exhibit D hereto, with such changes, additions or modifications as are acceptable to the Board and the Bank; and

On the date of such Supplemental Advance, the Trustee shall enter the amount of such Supplemental Advance on Exhibit A of the Note held by the Trustee, as agent of the Owners, upon receipt by the Board of the proceeds of such Supplemental Advance from the Bank as evidenced by a written confirmation of such receipt by the Board delivered to the Trustee.

Section 2.9. Application of Proceeds of Advances. On the Date of Issuance, the Trustee shall pay to or upon the order of the Board all of the proceeds of the Initial Advance. On the date of issuance of each Supplemental Advance, the Bank shall pay to or upon the order of the Board all of the proceeds of the Supplemental Advance.

Section 2.10. Repayments of Principal Advances. In addition to principal repayments made from the Debt Service Fund pursuant to Section 4.3(B), the Board may make principal repayments to the Trustee at the option of the Board on any Business Day provided that the Board provide at least two Business Days' notice to the Trustee and the Bank of its intent to repay an Advance. Upon such payment to the Owners, the Trustee shall make a notation of such Repaid Advance on Exhibit A to the Note. All principal repayments shall be in a principal amount which is (i) an Authorized Denomination and (ii) not less than \$100,000. Any amounts representing a principal repayment deposited by the Board with the Trustee pursuant to this Section shall be accompanied by a Certificate and Direction Regarding Repaid Advances, in substantially the form set forth in Exhibit E hereto, which Certificate shall be delivered to the Trustee. Each such optional principal repayment shall be deposited into the Repaid Advance Fund and transferred to the Owners on a pro rata basis, as directed in such Certificate and Direction.

ARTICLE III

Redemption of Notes

Section 3.1. Optional Redemption. The Notes shall be subject to redemption prior to their Maturity Date at the option of the Board, in whole or in part (and, if in part, in an Authorized Denomination) on any Business Day, at a redemption price equal to 100 percent of the principal amount thereof plus accrued interest, if any, to the redemption date. Any redemption of less than all of the Notes outstanding shall be made in such a manner that all Notes outstanding after such redemption are in Authorized Denominations.

Notes may be called for redemption by the Trustee pursuant to Section 3.2, upon receipt by the Trustee at least 10 days prior to the redemption date (or such shorter period as shall be acceptable to the Trustee) of a written request of the Board requesting such redemption.

When a particular principal amount of Notes is redeemed pursuant to this Article III, the amount that the Board may borrow under the Credit Agreement shall be reduced by the same dollar amount and the authorized principal amount of Notes Outstanding subsequent to the redemption date shall not exceed the maximum principal amount specified in Section 2.1, less

the aggregate principal amount of Notes redeemed pursuant to this Article III on or prior to such redemption date.

Section 3.2. Notice of Redemption.

(A) Except as hereinafter provided, a copy of the notice of the call for any redemption identifying the Notes to be redeemed shall be given by first class mail, postage prepaid, not less than seven days prior to the date fixed for redemption and shall be given by first class mail, postage prepaid, or by facsimile transmission. Such notice shall specify the redemption date, the redemption price, the place and manner of payment, and that from the redemption date interest will cease to accrue on the Notes which are the subject of such notice, and shall include such other information as the Trustee shall deem appropriate or necessary at the time such notice is given to comply with any applicable law, regulation or industry standard.

(B) In addition to the requirements of Section 3.2(A), notice of the redemption of Notes or any portion thereof identifying the Notes or portions thereof to be redeemed shall specify (i) the series name and designation and certificate numbers of Notes being redeemed, (ii) the principal amount of Notes being redeemed and the redeemed amount for each certificate (for partial calls), (iii) the redemption date, and (iv) the redemption price.

(C) Failure to give notice in the manner prescribed in Section 3.2(A) and Section 3.2(B) with respect to any Note, or any defect in such notice, shall not affect the validity of the proceedings for redemption for any Note with respect to which notice was properly given.

(D) If any Note is transferred or exchanged on the note register after notice has been given calling such Note for redemption, the Trustee will attach a copy of such notice to the Note issued in connection with such transfer or exchange.

Section 3.3. Selection of Notes for Redemption. If less than all the Notes shall be called for redemption under any provision of this Indenture permitting or requiring such partial redemption, the particular Notes or portions thereof to be redeemed shall be selected in direct order of their date of issuance and, with respect to Notes having the same date of issuance, by lot in such manner as the Trustee may determine among such Notes, and the portion of any Note to be redeemed shall be in a principal amount equal to an Authorized Denomination. In selecting Notes for redemption, the Trustee shall treat each Note as representing that number of Notes which is obtained by dividing the principal amount of such Note by the minimum Authorized Denomination. If it is determined that one or more, but not all, of the integral multiples of the Authorized Denomination of principal amount represented by any Note is to be called for redemption, then, upon notice of intention to redeem such integral multiple of an Authorized Denomination, the Owner of such Note shall forthwith surrender such Note to the Trustee for (a) payment to such Owner of the redemption price of the integral multiple of the Authorized Denomination of principal amount called for redemption, and (b) delivery to such Owner of a new Note or Notes in the aggregate principal amount of the unredeemed balance of the principal amount of such Note. New Notes representing the unredeemed balance of the principal amount of such Note shall be issued to the Owner thereof without charge therefor.

Section 3.4. Deposit of Funds. For the redemption of any of the Notes, the Board shall cause to be deposited in the Redemption Fund or if determined by the Board to be necessary or appropriate, in a separate escrow account to be established by the Board with the Trustee, moneys sufficient to pay when due the principal of, and premium, if any, and interest on, the Notes to be redeemed on the applicable redemption date, which moneys shall be applied in accordance with the provisions hereof.

ARTICLE IV

Pledge of Trust Estate and Applications of Funds

Section 4.1. The Pledge Effected by this Indenture. There are hereby pledged for the payment of the principal of and interest on the Notes in accordance with their respective terms and the provisions of this Indenture, and a lien is hereby granted for such purpose, for the purposes and on the terms and conditions set forth in this Indenture, on the Trust Estate as described in the Granting Clauses hereto.

Pursuant to Section 13 of the Act, the moneys, securities and properties hereby pledged by the Board and received by the Escrow Agent as the agent of the Board shall immediately be subject to the lien and pledge hereof without any physical delivery or further act, and the lien and pledge hereof shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the Board, irrespective of whether such parties have notice hereof.

The Notes are limited obligations of the Board payable from the Pledged Tax Receipts and do not represent or constitute a debt of the Board within the meaning of any constitutional or any statutory limitation. Neither the full faith and credit nor the taxing power of the Board is pledged to the payment of the Notes.

Section 4.2. Establishment of Funds. The Debt Service Fund, the Repaid Advance Fund and the Redemption Fund are hereby established as special funds of the Board to be held by the Trustee. At the direction of a Designated Official, the Board may establish the Program Expense Fund as a special fund of the Board to be held by the Trustee. Within the Debt Service Fund are created the following trust accounts:

- (a) Principal and Interest Account;
- (b) Fee Account; and
- (c) Released Funds Account.

Section 4.3. Deposit and Application of Pledged Tax Receipts.

(A) All Pledged Tax Receipts shall be deposited with the Escrow Agent for application in accordance with the Tax Escrow Agreement. All Pledged Tax Receipts paid to the Trustee shall be deposited immediately into the Debt Service Fund.

(B) (i) On each Business Day prior to the Maturity Date on which the sum held in the Debt Service Fund is equal to or more than the sum of the interest accrued and unpaid on all Outstanding Notes and (ii) on the Maturity Date, the Trustee shall apply the moneys in the Debt Service Fund in the following order of priority:

First: to the Principal and Interest Account for immediate payment to the Noteholders, for the payment of the accrued and unpaid interest on their Notes.

Second: to the Principal and Interest Account for immediate payment to the Noteholders, for the prepayment of principal of their Notes in direct order of the date of issuance of their Notes and pro-rata among Notes having the same date of issuance when the sum available is not sufficient to retire all of such Notes having the same date of issuance, *provided, however* that the principal amount paid of any Note prepaid in part shall be in an amount equal to an Authorized Denomination.

Third: commencing on the 15th day prior the Tax Penalty Date, pursuant to the directions of a Designated Official, to the Fee Account for payment to the Bank in accordance with the Board's direction, the amount of any accrued and unpaid fees for the unutilized amount under the Credit Agreement.

Fourth: to the Released Funds Account for immediate payment to the Board, any amount remaining in the Debt Service Fund after the payment of all interest on and principal of the Notes as provided in Clause First, Clause Second and Clause Third of this paragraph.

(C) On any Business Day that no Notes are then Outstanding and no requested Advance is awaiting funding, any moneys held in the Debt Service Fund and any Pledged Tax Receipts received by the Trustee on that Business Day shall immediately be transferred to the Released Funds Account for immediate payment to the Board, free from the lien of this Indenture.

(D) On each Business Day on which money is paid to the Board pursuant to Section 4.3(B) or Section 4.3(C), the Trustee shall provide to the City Treasurer of the City of Chicago, as custodian of the Board's tax moneys, notice of the date and amount of such payment to the Board.

Section 4.4. Repaid Advance Fund. Amounts paid to the Trustee by the Board and accompanied by a Certificate and Direction Regarding Repaid Advances shall be deposited into the Repaid Advance Fund for transfer to the Bank, as directed in such Certificate and Direction.

Section 4.5. Redemption Fund. Amounts paid to the Trustee by the Board for the redemption of Notes shall be deposited into the Redemption Fund and applied on the applicable redemption date for the payment of the redemption price and accrued interest on the Notes to be redeemed pursuant to Section 3.1.

Section 4.6. Program Expense Fund. The Board may, at its option, deposit moneys in the Program Expense Fund from time to time. Any moneys on deposit in the Program

Expense Fund shall be paid out by the Trustee, at the direction of the Board, to pay cost of issuance of the Notes, and to pay the ongoing fees of the Bank, including fees for the unutilized amount under the Credit Agreement, and the Fiduciaries as and when such fees come due. Notwithstanding the foregoing, the Board may at any time direct the Trustee to withdraw any or all amounts on deposit in the Program Expense Fund and the Trustee shall promptly pay such amounts to the Board.

ARTICLE V

Investments of Funds

Section 5.1. Investment of Moneys.

(A) Moneys held in the Debt Service Fund, Repaid Advance Fund, Redemption Fund and Program Expense Fund shall be invested and reinvested by the Trustee at the written direction of a Designated Official in Investment Securities within the parameters of the Investment Policy which mature no later than necessary to provide moneys when needed for payments to be made from such Fund. The Trustee may conclusively rely upon such instructions as to both the suitability and legality of the directed investments. Nothing contained in this Indenture shall be construed to prevent such Designated Official from directing the Trustee to make any such investments or reinvestments through the use of a Forward Supply Contract, to the extent permitted by Illinois law and the Investment Policy, and the Trustee shall comply with the terms and provisions of any such Forward Supply Contract or Repurchase Agreement. The Trustee may make any and all such investments through its trust department or the note department of any bank or trust company under common control with the Trustee. The Board has provided a certified copy of the Investment Policy to the Trustee in connection with the initial delivery of the Notes and the Board covenants and agrees to provide to the Trustee in a timely fashion any amendments to or revisions of such Investment Policy. The Trustee shall be entitled to conclusively rely on the Investment Policy provided to it by the Board as the Investment Policy in effect at the time any investment is made. All investment income shall be retained in the Fund to which the investment is created from which such income is derived.

(B) The Board covenants and agrees that all investments made under this Indenture shall be consistent with the expectations expressed in the Tax Agreement.

(C) The Trustee may make any and all such investments through its own investment department or that of its affiliates or subsidiaries, and may charge its ordinary and customary fees for such trades, including cash sweep account fees. In the absence of investment instructions from the Board, the Trustee shall not be responsible or liable for keeping the moneys held by it hereunder fully invested in Investment Securities. The Trustee shall notify the Board in the event any moneys are being held uninvested pursuant hereto. The Trustee shall not be liable or responsible for the performance or adverse tax consequences of, or any losses on, any investment made pursuant to this Section. Although the Board recognizes that they may obtain a broker confirmation or written statement containing comparable information at no additional cost, the Board 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 if no activity occurred in such Fund during such month.

Section 5.2. Valuation and Sale of Investments.

(A) Investment Securities in any Fund created under the provisions of this Indenture shall be deemed at all times to be part of such Fund and any profit realized from the liquidation of such investment shall be credited to such Fund and any loss resulting from liquidation of such investment shall be charged to such Fund.

(B) Valuations of Investment Securities held in the Funds established hereunder shall be made by the Trustee as often as may be necessary or requested by the Board to determine the amounts held therein. In computing the amounts in such Funds, Investment Securities therein shall be valued as provided in Section 5.2(C).

(C) The value of Investment Securities shall mean the fair market value thereof, *provided, however*, that all SLGS shall be valued at par and those obligations which are redeemable at the option of the holder shall be valued at the price at which such obligations are then redeemable.

(D) Except as otherwise provided in this Indenture, the Trustee at the written direction of a Designated Official, shall sell at the best price reasonably obtainable, or present for redemption, any Investment Securities held in any Fund held by the Trustee whenever it shall be necessary to provide moneys to meet any payment or transfer from such Fund as the case may be.

ARTICLE VI

Particular Covenants and Representations of the Board

Section 6.1. Payment of Notes.

(A) The Board covenants and agrees that it will pay solely from the Pledged Tax Receipts the principal of every Outstanding Note and the interest thereon, at the places, on the dates and in the manner provided in this Indenture, the Credit Agreement and in the Notes.

(B) If the maturity of any Note or installment of interest shall be extended pursuant to the written consent of the Owner thereof, such Note or installment of interest shall not be entitled, in case of any default under this Indenture, to the benefit of this Indenture or to payment out of the Trust Estate (except moneys held in trust for the payment of such Note or installment of interest) until the prior payment of the principal of all Notes Outstanding the maturity of which has not been extended and of such portion of the accrued interest on the Notes as shall not be represented by such extended claims for interest.

Section 6.2. Further Assurance. At any and all times the Board shall, as far as it may be authorized by law, pass, make, do, execute, acknowledge and deliver, all and every such further indentures, 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, and the Pledged Tax Receipts and other moneys, securities and funds hereby pledged or assigned, or which the Board may become bound to pledge or assign.

Section 6.3. Power to Issue Notes and Pledge Trust Estate. The Board is duly authorized under all applicable laws to issue the Notes, to execute and deliver the Financing Documents, to pledge the Pledged Tax Receipts and to grant the lien granted by this Indenture thereon in the manner and to the extent provided in this Indenture. The Notes and the provisions of this Indenture are and will be valid and legally enforceable limited obligations of the Board in accordance with their terms and the terms of this Indenture, except to the extent enforceability may be limited by bankruptcy, insolvency and other laws affecting conditions, rights or remedies and the availability of equitable remedies generally. The Board covenants that upon the date of issuance of any of the Notes, all conditions, acts and things required by the Constitution and laws of the State of Illinois and this Indenture to exist, to have happened and to have been performed precedent to or in the issuance of such Notes shall exist, have happened and have been performed. The Board shall at all times, to the extent permitted by law, defend, preserve and protect the pledge of and lien on the Pledged Tax Receipts and all the rights of the Owners in and to such Pledged Tax Receipts against all claims and demands.

Section 6.4. Tax Anticipation Notes. The Board reserves the right to issue Series 2015B Notes and Additional Notes payable from all or any portion of the Pledged Taxes, and any such Series 2015B Notes and Additional Notes shall share ratably and equally in the Pledged Tax Receipts with the Notes; *provided, however*, that (i) no Tax Anticipation Notes shall be issued later than the 15th day next following the Tax Penalty Date and (ii) no Tax Anticipation Notes shall be issued if, as of the time immediately following the issuance of such Tax Anticipation Notes, the aggregate principal amount of outstanding Tax Anticipation Notes would exceed seventy two and one-half percent (72.5%) of the uncollected Pledged Taxes.

Section 6.5. Covenants Regarding Pledged Taxes. The Board has directed the County Collectors to deposit all collections of the Pledged Taxes directly with the Escrow Agent for application in accordance with the provisions of the Tax Escrow Agreement. As long as any of the Notes remain Outstanding, the Board will not modify or amend such direction or the terms of the Tax Escrow Agreement, except for such modifications or amendments as may be necessitated by changes in State law, procedures, rules or regulations thereunder with respect to the collection and distribution of ad valorem property taxes; *provided*, that no such modification or amendment shall provide for the deposit with the Escrow Agent of less than all of the Pledged Taxes. The Board shall notify the Bank of any such modification or amendment. As long as there are any Outstanding Notes, the Board and its officers will comply with all present and future applicable laws in order to assure that the Pledged Taxes may be collected, deposited and applied as described in the Indenture.

Section 6.6. Accounts and Reports. The Board shall keep and cause the Escrow Agent to keep 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 Pledged Tax Receipts, and which, together with all other books and financial records of the Board, shall at all reasonable times be available for the inspection of the Trustee and the Owners of not less

than twenty-five percent (25%) in aggregate principal amount of Outstanding Notes or their representatives duly authorized in writing.

Section 6.7. Arbitrage. The Board shall not at any time permit any of the proceeds of the Notes or any other funds of the Board to be used directly or indirectly to acquire any securities or obligations the acquisition of which would cause any Note to be an “*arbitrage bond*” as defined in Section 148 of the Internal Revenue Code of 1986, as amended.

ARTICLE VII

Defaults and Remedies

Section 7.1. Events of Default. Each of the following events is hereby declared to be an “*Event of Default*”:

(1) if a default shall occur in the due and punctual payment of interest on any Note when and as such interest shall become due and payable;

(2) if a default shall occur in the due and punctual payment of the principal or Redemption Price of any Note when and as the same shall become due and payable, whether at maturity or by call for redemption or otherwise not otherwise an Event of Default;

(3) if a default shall occur in the performance or observance by the Board of any other of the covenants, agreements or conditions in this Indenture or in the Notes contained, and such default shall continue for a period of sixty (60) days after written notice thereof to the Board by the Trustee or the Bank or after written notice thereof to the Board and to the Trustee by the Owners of not less than a majority in aggregate principal amount of the Outstanding Notes, provided that if the nature of the default is such that it cannot be cured within the initial 60-day cure period but can be cured within an additional period of not to exceed 60 days from the end of the initial 60-day cure period, no event of default shall occur if the Board institutes corrective action within the initial 60-day cure period and diligently pursues such action until the default is corrected (provided such default is corrected within the additional 60-day period described above);

(4) if the Board shall file a petition seeking a composition of indebtedness under the federal bankruptcy laws or under any other applicable law or statute of the United States of America or of the State of Illinois; or

(5) if, the Trustee receives a written notice from the Bank of the occurrence of an Event of Default under the Credit Agreement.

Section 7.2. Proceedings Brought by Trustee.

(A) If an Event of Default shall occur and shall not have been remedied, then and in every such case, the Trustee, by its agents and attorneys, may proceed, and upon identical written request of the Owners of not less than a majority in aggregate principal amount of the Notes

Outstanding and upon being indemnified to its satisfaction shall proceed, to protect and enforce its rights and the rights of the Owners of the Notes under the Notes or 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 for an accounting against the Board as if the Board 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 or enforce any of the rights or interests of the Owners of the Notes under the Notes or this Indenture. The Trustee shall proceed at the written direction of the Bank to protect and enforce its rights and such rights of the Bank after being furnished with reasonable security and indemnity.

(B) All rights of action (including without limitation, the right to file proof of claims) under this Indenture may be enforced by the Trustee without the possession of any of the Notes or the production thereof in any suit or other proceeding, and any such suit or other proceeding instituted by the Trustee shall be brought in its name.

(C) All actions against the Board under this Indenture shall be brought in a state or federal court located in the State.

(D) The Owners of not less than a majority in aggregate principal amount of the Notes at the time Outstanding may direct the time, method and place of conducting any proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture or for the enforcement of any remedy available to the Trustee, or for the exercise any trust or power conferred upon the Trustee, provided that the Trustee shall have the right to decline to follow any such direction if the Trustee shall be advised by counsel that the action or proceeding so directed may not lawfully be taken, or if the Trustee in good faith shall determine that the action or proceeding so directed would involve the Trustee in personal liability or be unjustly prejudicial to the Owners not parties to such direction.

(E) Upon commencing any suit at law or in equity or upon commencement of other 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.

(F) Regardless of the happening of an Event of Default, the Trustee shall have power, but unless requested in writing by the Owners of a majority in aggregate principal amount of the Notes then Outstanding and furnished with security or indemnity to its satisfaction, shall be under no obligation to institute and maintain such suits and proceedings as may be necessary or expedient to prevent any impairment of the security under this Indenture and to preserve or protect its interests and the interest of the Owners; *provided, however*, the Trustee shall act upon the direction of the Bank after being furnished with reasonable security and indemnity.

(G) During the continuance of an Event of Default, the Trustee shall apply all Pledged Tax Receipts paid to the Trustee and the income therefrom as follows and in the following order:

(1) to the payment of the reasonable and proper charges and expenses of the Trustee, including the reasonable fees and expenses of counsel employed by it; it being

understood that payment of such charges and expenses shall not be made from any moneys already held for the payments of the principal of, interest on and or purchase price of Notes that were not presented for payment when due.

(2) to the payment of the principal of, Redemption Price and interest on the Notes then due, as follows:

First: to the payment to the persons entitled thereto of all installments of interest then due on the Notes in the order of the maturity of such installments, together with accrued and unpaid interest on the Notes theretofore called for redemption, and, if the amount available shall not be sufficient to pay in full any installment or installments of interest 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 (*provided, however,* that no payment shall be made with respect to Notes owned by the Board); and

Second: to the payment to the persons entitled thereto of the unpaid principal or Redemption Price of any Notes 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 Notes 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; and

(H) If and whenever all overdue installments of principal and Redemption Price of and interest on, Notes, together with the reasonable and proper charges and expenses of the Trustee, and all other overdue sums payable by the Board under this Indenture, including the overdue principal and Redemption Price of and accrued unpaid interest on, all Notes held by or for the account of the Board, or provision satisfactory to the Trustee shall be made for such payments, all defaults under this Indenture or the Notes shall be made good or secured to the satisfaction of the Trustee or provision deemed by the Trustee to be adequate shall be made therefor, the Trustee shall pay over to the Board all moneys, securities and funds then remaining unexpended in the hands of the Trustee (except moneys, securities and funds deposited or pledged, or required by the terms of this Indenture to be deposited or pledged, with the Trustee), and thereupon the Board, the Trustee and the Owners shall be restored, respectively, to their former positions and rights under this Indenture. No such payment to the Board by the Trustee nor such restoration of the Board and the Trustee to their former positions and rights shall extend to or affect any subsequent default under this Indenture or impair any right consequent thereon.

(I) Whenever moneys are to be applied pursuant to the provisions of this Section, the Trustee may, in its discretion, establish and maintain a reserve for future fees and expenses, and may apply moneys to be distributed at such times, and from time to time, as the Trustee shall determine, having due regard for the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. Whenever the Trustee shall apply such funds, it shall fix a date upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such dates, and for which moneys are available, shall cease to accrue. The Trustee shall also select a Record Date for such

payment date. The Trustee shall give such notice as it may deem appropriate of the deposit with it of any moneys and of the fixing of any such Record Date and payment date, and shall not be required to make payment to the Owner of any Note until such Note shall be presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

(J) Under no circumstance may the Trustee declare the principal of or interest on the Notes to be due and payable prior to the Maturity Date following the occurrence of an Event of Default under this Indenture.

(K) If an Event of Default shall occur and shall not have been remedied, then the Notes shall bear interest at the Default Rate.

Section 7.3. Restriction on Owners' Actions.

(A) No Owner of any Note shall have any right to institute any suit or proceeding at law or in equity for the enforcement or violation 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 a majority in aggregate principal amount of the Notes 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 laws of Illinois or to institute such 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 or failed to comply with such request within sixty (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 Notes 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 herein 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 Notes.

(B) Nothing in this Indenture or in the Notes contained shall affect or impair the right of action of any Owner to enforce such payment of its Note from the sources provided herein.

Section 7.4. Remedies Not Exclusive. No remedy by the terms of this Indenture conferred upon or reserved to the Trustee or the Owners is intended to be exclusive of any other remedy, but each remedy shall be cumulative and shall be in addition to every other remedy given under this Indenture or existing at law or in equity or by statute on or after the date of the execution and delivery of this Indenture.

Section 7.5. Effect of Waiver and Other Circumstances. No delay or omission of the Trustee or any Owner 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. The Owners of not less than two-thirds in aggregate principal amount of the Notes at the time Outstanding, or their attorneys-in-fact duly authorized may on behalf of the Owners of all of the Notes waive any past default under this Indenture and

its consequences, except a default in the payment of interest on or principal or Redemption Price of any of the Notes when due. No such waiver shall extend to any subsequent or other default or impair any right consequent thereon.

ARTICLE VIII

Regarding the Fiduciaries

Section 8.1. Trustee Appointment and Acceptance of Duties. The Trustee hereby accepts and agrees to the trusts hereby created, but only upon the additional terms set forth in this Article, to all of which the Board agrees and the respective Owners of the Notes, by their purchase and acceptance thereof, agree. Except during the continuance of an Event of Default, the Trustee undertakes such duties and only such duties as are specifically set forth in this Indenture.

Section 8.2. Paying Agents; Appointment and Acceptance of Duties. The Trustee is hereby appointed Paying Agent for the Notes. The Board may at any time or from time to time appoint one or more other Paying Agents. Any Paying Agent shall be a bank with trust powers or a trust company organized under the laws of any state of the United States or a national banking association, having capital stock and surplus aggregating at least \$15,000,000, or shall be a wholly-owned subsidiary of such an entity, 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. The Trustee hereby accepts the duties and obligations imposed upon it as Paying Agent by this Indenture. Each other Paying Agent shall signify its acceptance of the duties and obligations imposed upon it by this Indenture by executing and delivering to the Board and to the Trustee a written acceptance thereof.

Section 8.3. Registrar; Appointment and Acceptance of Duties. The Trustee is hereby appointed Registrar for the Notes. The Board may at any time or from time to time appoint one or more other Registrars. Any Registrar shall be a bank, trust company or national banking association doing business and having an office in the United States, if there be such a bank, 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. The Trustee hereby accepts the duties and obligations imposed upon it as Registrar by this Indenture. Each other Registrar shall signify its acceptance of the duties and obligations imposed upon it by this Indenture by executing and delivering to the Board and to the Trustee a written acceptance thereof.

Section 8.4. Responsibilities of Fiduciaries.

(A) The recitals of fact herein and in the Notes contained shall be taken as the statements of the Board and no Fiduciary assumes any responsibility for the correctness of the same. No Fiduciary makes any representations as to the validity or sufficiency of this Indenture or of any Notes issued hereunder or as to the security afforded by this Indenture, and no Fiduciary shall incur any liability in respect thereof. The Trustee shall, however, be responsible for any representation contained in its certificate on the Notes. No Fiduciary shall be under any

responsibility or duty with respect to the application of any moneys paid to the Board or to any other Fiduciary. No Fiduciary shall be under any obligation or duty to perform any act which would involve it in expense or liability or to institute or defend any suit in respect hereof, or to advance any of its own moneys, unless properly indemnified to its reasonable satisfaction. Subject to the provisions of paragraph (B) of this Section, no Fiduciary shall be liable in connection with the performance of its duties hereunder except for its own negligence or willful misconduct.

(B) In case an Event of Default has occurred and has not been remedied, the Trustee shall exercise such of the rights and powers vested in it by this Indenture, and shall use the same degree of care and skill in their exercise as a prudent person would exercise or use under the circumstances in the conduct of his or her own affairs. Any provision of this Indenture relating to action taken or to be taken by the Trustee, any other capacity the Trustee may serve hereunder or to evidence upon which the Trustee may rely shall be subject to the provisions of this Section.

(C) The Trustee is under no obligation to exercise any of the rights or powers vested in it by this Indenture at the request or direction of any of the Owners of the Notes unless such Owners have offered to the Trustee security or indemnity satisfactory to the Trustee as to its terms, coverage, duration, amount and otherwise with respect to the costs, expenses and liabilities which may be incurred by it in compliance with such request or direction, and the provision of such indemnity shall be mandatory for any remedy taken upon direction of the Owners of 25% in aggregate principal amount of the Notes.

(D) The Trustee is not required to make any inquiry or investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, approval, note, debenture or other paper or document but the Trustee, in its discretion, may make such further inquiry or investigation into such facts or matters as it may see fit and, if the Trustee determines to make such further inquiry or investigation, it is entitled to examine the books, records and premises of the Board, in person or by agent or attorney.

(E) The Trustee may execute any of its trusts or powers or perform any duties under this Indenture either directly or by or through agents or attorneys, and may in all cases pay, subject to reimbursement as provided in this Indenture, such reasonable compensation as it deems proper to all such agents and attorneys reasonably employed or retained by it.

(F) Notwithstanding the effective date of this Indenture or anything to the contrary in this Indenture, the Trustee shall have no liability or responsibility for any act or event relating to this Indenture which occurs prior to the date the Trustee formally executes this Indenture and commences acting as Trustee hereunder.

(G) The Trustee shall have no responsibility with respect to any information, statement or recital in any official statement, offering memorandum or any other disclosure material prepared or distributed with respect to the Notes, except for any information provided by the Trustee, and shall have no responsibility for compliance with any state or federal securities laws in connection with the Notes. The Trustee shall not be liable or responsible in connection with the issuance of the Notes as obligations the interest on which is excludable from

gross income for Federal income tax purposes or for the subsequent maintenance of the tax-exempt status of such interest.

(H) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty.

Section 8.5. Evidence on Which Fiduciaries May Act.

(A) Each Fiduciary shall be protected in acting or refraining from acting upon any notice, resolution, request, consent, order, certificate, report, opinion (including a Counsel's Opinion), note or other paper or document furnished to it pursuant to and conforming to the requirements of this Indenture, and believed by it to be genuine and to have been signed or presented by the proper party or parties.

(B) Whenever any Fiduciary 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 this Indenture specifically requires other evidence thereof) may be deemed to be conclusively proved and established by a certificate of a Designated Official, but in its discretion the Fiduciary may in lieu thereof accept other evidence of such fact or matter or may require such further or additional evidence as it may deem reasonable.

(C) Except as otherwise expressly provided in this Indenture, any request, order, notice or other direction required or permitted to be furnished by the Board to any Fiduciary shall be sufficiently executed if signed by a Designated Official.

(D) The Trustee may consult with counsel and the written advice of such counsel or an Opinion of Counsel shall be full and complete authorization and protection for any action taken, suffered or omitted by it in good faith and in accordance with such advice or opinion.

(E) In the event the Trustee receives inconsistent or conflicting requests and indemnity from two or more groups of Owners of Notes, each representing less than a majority in aggregate principal amount of the Notes Outstanding, pursuant to the provision of this Indenture, the Trustee, in its sole discretion, may determine what actions, if any, shall be taken.

(F) The Trustee shall have the right to accept and act upon instructions or directions pursuant to this Indenture sent by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods, *provided, however*, that the Board shall provide to the Trustee an incumbency certificate listing designated persons with the authority to provide such instructions and containing specimen signatures of such designated persons, which incumbency certificate shall be amended whenever a person is to be added or deleted from the listing. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The Board agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties.

Section 8.6. Compensation. Unless otherwise determined by contract between the Board and each Fiduciary, the Board shall pay to each Fiduciary from time to time reasonable compensation as may be mutually agreed upon by the Board and the Fiduciary for all services rendered under this Indenture. The Board shall pay each Fiduciary for any extraordinary services or expenses performed or incurred by the Trustee in connection with its duties under this Indenture if, to the extent reasonably possible, notified in writing prior to the performance of those services or the incurring of those expenses so as to allow the Board to appropriate sufficient funds for their payment.

Section 8.7. Certain Permitted Acts. Any Fiduciary may become the Owner of any Notes, with the same rights it would have if it did not act in any capacity hereunder. To the extent permitted by law, any Fiduciary 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 Owners or to effect or aid in any reorganization growing out of the enforcement of the Notes or this Indenture, whether or not any such committee shall represent the Owners of a majority in aggregate principal amount of the Notes then Outstanding.

Section 8.8. Resignation of Trustee. The Trustee may at any time resign and be discharged of the duties and obligations imposed upon it by this Indenture by giving not less than sixty (60) days' written notice to the Board, all Owners of the Notes and the other Fiduciaries, and such resignation shall take effect upon the day specified in such notice but only if a successor shall have been appointed by the Board or the Owners as provided in Section 8.10 and shall have accepted such appointment, in which event such resignation shall take effect immediately on the acceptance of such appointment by such successor whether or not the date specified for such resignation to take effect has arrived. If a successor Trustee shall not have been appointed and accepted such appointment within a period of sixty (60) days following the giving of notice, then the Trustee, at the expense of the Board, shall be authorized to petition any court of competent jurisdiction to appoint a successor Trustee as provided in Section 8.10.

Section 8.9. Removal of Trustee; Consent of Owners. The Trustee may be removed at any time, with written notice to the Bank, by an instrument in writing approved by and executed in the name of the Board and delivered to the Trustee; *provided, however*, that if an Event of Default shall have occurred and be continuing, the Trustee may be so removed by the Board only with the written concurrence of the Owners of a majority in aggregate principal amount of Notes then Outstanding (excluding Notes held by or for the account of the Board). The Trustee may be removed at any time by the Owners of a majority in aggregate principal amount of the Notes then Outstanding, excluding any Notes held by or for the account of the Board, by an instrument or concurrent instruments in writing signed and duly acknowledged by such Owners or their attorneys-in-fact duly authorized, and delivered to the Board. Copies of each such instrument shall be delivered by the Board to each Fiduciary.

Section 8.10. Appointment of Successor Trustee.

(A) In case at any time the Trustee shall resign, be removed or 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 or court shall take charge or control of the Trustee, or of its property or affairs, the Board shall appoint a successor

Trustee. The Board shall cause notice of any such appointment made by it to be mailed to all Owners of the Notes.

(B) If no appointment of a Trustee shall be made by the Board within sixty (60) days following such resignation or removal pursuant to the foregoing provisions of this Section 8.10, the Trustee or the Owner of any Note Outstanding hereunder may apply to any court of competent jurisdiction to appoint a successor Trustee. Such court may thereupon, after such notice, if any, as such court may deem proper and prescribe, appoint a successor Trustee.

(C) Any Trustee appointed under the provisions of this Section in succession to the Trustee shall be a bank or trust company or national bank association, doing business and having a corporate trust office in the State of Illinois, and having capital stock and surplus aggregating at least \$15,000,000, or shall be a wholly-owned subsidiary of such an entity, if there be such a bank, trust company, national banking association or subsidiary 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.

(D) Notwithstanding any of the provisions of this Article VIII to the contrary concerning the resignation or removal of the Trustee or the appointment of a successor Trustee, no such resignation, removal or appointment shall be effective until the successor Trustee accepts its appointment.

Section 8.11. Transfer of Rights and Property to Successor Trustee. Any successor Trustee appointed under this Indenture shall execute, acknowledge and deliver to its predecessor Trustee, and also to the Board, an instrument accepting such appointment, and thereupon such successor Trustee, without any further act, deed or conveyance, shall become fully vested with all moneys, estates, properties, rights, powers, duties and obligations of such predecessor Trustee; but the predecessor Trustee shall nevertheless, on the written request of the Board or of the successor Trustee, execute, acknowledge and deliver such instruments of conveyance and further assurances and do such other things as may reasonably be required for more fully and certainly vesting and confirming in such successor Trustee all its right, title and interest 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 from the Board be required by such successor Trustee for more fully and certainly vesting in and confirming to such successor Trustee any such moneys, estates, properties, rights, powers and duties, such deed, conveyance or instrument shall be executed, acknowledged and delivered by the Board. Any such successor Trustee shall promptly notify any other Fiduciary of its appointment as Trustee.

Section 8.12. Merger or Consolidation. Any company into which any Fiduciary 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 all or substantially all of the corporate trust business of any Fiduciary may be sold or transferred, shall be the successor to such Fiduciary and be bound to the obligations and duties of such Fiduciary hereunder without the execution or filing of any paper or the performance of any further act, unless such successor delivers written notice of its resignation pursuant to the provisions of this Article; *provided, however*, that 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 the duties imposed upon it by this Indenture.

Section 8.13. Adoption of Authentication. In case any of the Notes shall have been authenticated but not delivered, any successor Trustee may adopt the certificate of authentication of any predecessor Trustee so authenticating such Notes and deliver such Notes so authenticated; and in case any of the said Notes shall not have been authenticated, any successor Trustee may authenticate such Notes in the name of the predecessor Trustee or in its own name.

Section 8.14. Trustee Not Deemed to Have Notice of Default. The Trustee shall not be deemed to have notice of any default hereunder except a default under Section 7.1(1), (2) or (3) unless any officer in its corporate trust office shall have actual knowledge thereof or the Trustee shall be specifically notified in writing of such default by the Board, or by the Owners of not less than a majority in principal amount of the Notes Outstanding; and all notices or other instruments required by this Indenture to be delivered to the Trustee must, in order to be effective, be delivered at the corporate trust office of the Trustee.

Section 8.15. Monthly Report by Trustee. Within twenty (20) days after the end of each calendar month, the Trustee shall prepare a written report for each Fund, Account and Sub-Account held by it pursuant to the provisions of this Indenture. Such report shall set out the receipts and disbursements, both principal and income, and shall list the Investment Securities held by the Trustee at the end of the month. A copy of each such report shall be furnished to the Board and any persons designated by the Board.

In addition, the Trustee shall, at any time when requested, furnish to the Board and any persons designated by the Board a report of the amount of moneys, including Investment Securities, held in each Fund by the Trustee. For purposes of this certification, the Investment Securities in each such Fund shall be treated as having a value equal to their aggregate market value as of the date of the request.

ARTICLE IX

Supplemental Indentures

Section 9.1. Supplemental Indentures Not Requiring Consent of Owners. The Board and the Trustee may without the consent of, or notice to, any of the Owners, enter into a Supplemental Indenture or Supplemental Indentures as shall not be inconsistent with the terms and provisions hereof for any one or more of the following purposes: (1) to impose additional covenants or agreements to be observed by the Board; (2) to impose other limitations or restrictions upon the Board; (3) to surrender any right, power or privilege reserved to or conferred upon the Board by this Indenture; and (4) to confirm, as further assurance, any pledge of or lien upon the Pledged Tax Receipts or any other moneys, securities or funds.

Section 9.2. Supplemental Indentures Effective Upon Consent of Owners. Any Supplemental Indenture not effective in accordance with Section 9.1 shall take effect only if permitted and approved and in the manner prescribed by Article X.

Section 9.3. Filing of Counsel's Opinion. Each Supplemental Indenture described in Section 9.1 shall be accompanied, when filed with the Trustee, by a Counsel's Opinion to the effect that such Supplemental Indenture has been duly authorized by the Board in accordance with the provisions of this Indenture, is authorized or permitted by this Indenture and, when executed and delivered, will be valid and binding upon the Board, the Owners and the Trustee.

ARTICLE X

Amendments

Section 10.1. Mailing. Any provision in this Article for the mailing of a notice or other information to Owners shall be fully complied with if it is mailed by first class mail, postage prepaid or delivered, to each Owner of Notes then Outstanding at its address, if any, appearing upon the registration books of the Board kept by the Trustee.

Section 10.2. Powers of Amendment. Exclusive of Supplemental Indentures covered by Section 9.1 and subject to the terms and provisions contained in this Section 10.2, and not otherwise, the Owners of not less than a majority in aggregate principal amount of the Notes then Outstanding shall each have the right, from time to time, to (i) consent to and approve the execution by the Board and the Trustee of such other indenture or indentures supplemental hereto as shall be deemed necessary and desirable by the Board for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Indenture or in any supplemental indenture, or (ii) waive or consent to the taking by the Board of any action prohibited, or the omission by the Board of the taking of any action required, by any of the provisions of this Indenture or of any indenture supplemental hereto; *provided, however*, that nothing in this Section 10.2 or in Section 9.1 contained shall permit or be construed as permitting, (a) an extension of the stated maturity or reduction in the principal amount or reduction in the rate or extension of the time of paying of interest on, or reduction of any premium payable on the payment or redemption of any Note, (b) except for the pledge of the Pledged Tax Receipts in connection with the issuance of Additional Notes, the creation of any lien prior to or on a parity with the lien of this Indenture, without the consent of the Owners of all the Notes at the time Outstanding, (c) a reduction in the aforesaid aggregate principal amount of Notes, the Owners of which are required to consent to any such waiver or Supplemental Indenture, without the consent of the Owners of all the Notes at the time Outstanding which would be affected by the action to be taken, or (d) a modification of the rights, duties or immunities of the Trustee, without the written consent of the Trustee, or (e) the loss of the exclusion from federal gross income of the Owners of the interest paid on the Notes held by a non-consenting Owner to the extent otherwise afforded under the Code and Regulations.

Section 10.3. Consent of Owners. The Board may at any time authorize the execution and delivery of a Supplemental Indenture making a modification or amendment permitted by the provisions of Section 10.2, to take effect when and as provided in this Section. Upon the authorization of such Supplemental Indenture, a copy thereof shall be delivered to and held by the Trustee for the inspection of the Owners. A copy of such Supplemental Indenture (or summary thereof or reference thereto in form approved by the Trustee) together with a request to

Owners for their consent thereto in form satisfactory to the Trustee, shall be mailed to the Owners, but failure to mail such copy and request shall not affect the validity of such Supplemental Indenture when consented to as in this Section provided. Such Supplemental Indenture shall not be effective unless and until, and shall take effect in accordance with its terms when (a) there shall have been filed with the Trustee (i) the written consents of the Owners of the required aggregate principal amount of Outstanding Notes, and (ii) a Counsel's Opinion stating that the execution and delivery of such Supplemental Indenture has been duly authorized by the Board in accordance with the provisions of this Indenture, is authorized or permitted by this Indenture and, when effective, will be valid and binding upon the Board and the Trustee, and (b) a notice shall have been mailed as hereinafter in this Section provided. A certificate or certificates by the Trustee delivered to the Board that consents have been given by the Owners of the Notes described in such certificate or certificates of the Trustee shall be conclusive. Any such consent shall be binding upon the Owner of the Notes giving such consent and upon any subsequent Owner of such Notes and of any Notes issued in exchange therefor or replacement thereto whether or not such subsequent Owner has notice thereof; *provided, however*, that any consent may be revoked by any Owner of such Notes by filing with the Trustee, prior to the time when the Trustee's written statement hereafter in this Section referred to is filed, a written revocation, with proof that such Notes are held by the signer of such revocation. The fact that a consent has not been revoked may be proved by a certificate of the Trustee to the effect that no revocation thereof is on file with it. Any consent, or revocation thereof, may be delivered or filed prior to any mailing or publication required by this Article and shall not be deemed ineffective by reason of such prior delivery or filing. Within thirty (30) days of any date on which the consents on file with the Trustee and not theretofore revoked shall be sufficient under this Section, the Trustee shall make and deliver to the Board a written statement that the consents of the Owners of the required aggregate principal amount of Outstanding Notes have been filed with the Trustee. Such written statement shall be conclusive that such consents have been so filed. Any time thereafter notice, stating in substance that the Supplemental Indenture has been consented to by the Owners of the required principal amount of Outstanding Notes and will be effective as provided in this Section, shall be given by mailing to the Owners (but failure to mail such notice or any defect therein shall not prevent such Supplemental Indenture from becoming effective and binding). The Trustee shall deliver to the Board proof of the mailing of such notice. A record, consisting of the information required or permitted by this Section to be delivered by or to the Trustee, shall be proof of the matters therein stated.

Section 10.4. Modifications by Unanimous Action. This Indenture and the rights and obligations of the Board and of the Owners of the Notes may be modified or amended in any respect by a Supplemental Indenture effecting such modification or amendment and with the consents of the Owners of all the Notes then Outstanding, each such consent to be accompanied by proof of the holding at the date of such consent of the Notes with respect to which such consent is given. Such Supplemental Indenture shall take effect upon the filing (a) with the Trustee of (i) a copy thereof, (ii) such consents and accompanying proofs and (iii) the Counsel's Opinion referred to in Section 10.3 and (b) with the Board of the Trustee's written statement that the consents of the Owners of all Outstanding Notes have been filed with it. No mailing of any Supplemental Indenture (or reference thereto or summary thereof) or of any request or notice shall be required. No such modification or amendment, however, shall change or modify any of the rights or obligations of any Fiduciary without its written consent thereto.

Section 10.5. Exclusion of Notes. Unless all Notes are owned or held by or for the account of the Board, Notes owned or held by or for the account of the Board shall not be deemed Outstanding and shall be excluded for the purpose of any calculation required by this Article. At the time of any consent or other action taken under this Article, the Board shall furnish the Trustee a certificate of a Designated Official, upon which the Trustee may rely, identifying all Notes so to be excluded.

Section 10.6. Notation on Notes. Notes authenticated and delivered after the effective date of any action taken in connection with a Supplemental Advance, Repaid Advance or as in Article IX or this Article provided may, and if the Trustee so determines shall, bear a notation by endorsement or otherwise in form approved by the Board and the Trustee as to such action, and upon demand of the Owner of any Note Outstanding at such effective date and presentation of its Note to the Trustee, suitable notation shall be made on such Note by the Trustee as to any such action. If the Board or the Trustee shall so determine, new Notes so modified which, in the opinion of the Trustee and the Board, conform to such action may be prepared, authenticated and delivered, and upon demand of the Owner of any Note then Outstanding shall be exchanged, without cost to such Owner, for such Note then Outstanding.

ARTICLE XI

Miscellaneous

Section 11.1. Defeasance.

(A) If the Board shall pay or cause to be paid or there shall otherwise be paid to the Owners of all Notes 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 under this Indenture and all covenants, agreements and other obligations of the Board to the Owners shall thereupon be discharged and satisfied. In such event, the Trustee, upon request of the Board, shall provide an accounting of the assets managed by the Trustee to be prepared and filed with the Board for any year or part thereof requested, and shall execute and deliver to the Board all such instruments as may be desirable to evidence such discharge and satisfaction, and the Fiduciaries shall pay over or deliver to the Board all moneys and securities held by them pursuant to this Indenture which are not required for the payment of Notes not previously surrendered for such payment or redemption. If the Board shall pay or cause to be paid, or there shall otherwise be paid, to the Owners of all Outstanding Notes of a particular maturity or portion of any maturity, the principal or Redemption Price, if applicable, thereof and interest due or to become due thereon, at the times and in the manner stipulated therein and in this Indenture, such Notes shall cease to be entitled to any lien, benefit or security under this Indenture, and all covenants, agreements and obligations of the Board to the Owners of such Notes and to the Trustee shall thereupon be discharged and satisfied.

(B) Notes or interest installments for the payment or redemption of which moneys shall have been set aside and held in trust by the Trustee at or prior to their maturity or redemption date shall be deemed to have been paid within the meaning of and with the effect expressed in this Section 11.1 if the Board shall have delivered to or deposited with the Trustee

(a) irrevocable instructions to pay or redeem all of said Notes in specified amounts no less than the respective amounts of, and on specified dates no later than the respective due dates of, their principal, (b) irrevocable instructions to mail the required notice of redemption of any Notes so to be redeemed, (c) either moneys in an amount which shall be sufficient, or Defeasance Obligations the principal of and the interest on which when due will provide moneys which shall be sufficient, in the opinion of a nationally recognized firm of independent public accountants, without further reinvestment, to pay when due the principal, Redemption Price, if applicable, and interest due and to become due on said Notes on and prior to each specified redemption date or maturity date thereof, as the case may be, and (d) if any of said Notes are not to be redeemed within the next succeeding sixty (60) days, irrevocable instructions to mail to all Owners of said Notes a notice that such deposit has been made with the Trustee and that said Notes are deemed to have been paid in accordance with this Section and stating the maturity or redemption date upon which moneys are to be available for the payment of the principal or Redemption Price, if applicable, of said Notes. The Defeasance Obligations and moneys deposited with the Trustee pursuant to this Section shall be held in trust for the payment of the principal or Redemption Price, if applicable, and interest on said Notes. No payments of principal of any such Defeasance Obligations or interest thereon shall be withdrawn or used for any purpose other than the payment of such principal or Redemption Price of, or interest on, unless after such withdrawal the amount held by the Trustee and interest to accrue on Defeasance Obligations so held shall be sufficient to provide fully for the payment of the principal of or Redemption Price and interest on said Notes, at maturity or upon redemption, as the case may be.

(C) Anything in this Indenture to the contrary notwithstanding, any moneys held by any Fiduciary in trust for the payment and discharge of any of the Notes which remain unclaimed for two years after the date when such Notes have become due and payable, either at their stated maturity dates or by call for earlier redemption, if such moneys were held by the Fiduciary at such date, or for two years after the date of deposit of such moneys if deposited with such Fiduciary after the said date when such Notes become due and payable, shall, at the written request of the Board, be repaid by the Fiduciary to the Board, as its absolute property and free from trust, and the Fiduciary shall thereupon be released and discharged with respect thereto and the Owners of such Notes shall look only to the Board for the payment of such Notes.

Section 11.2. Evidence of Signatures of Owners and Ownership of Notes.

(A) Any request, consent, revocation of consent or other instrument which this Indenture may require or permit to be signed and executed by the Owners may be in one or more instruments of similar tenor, and shall be signed or executed by such Owners in person or by their attorneys appointed in writing. Proof of (i) the execution of any such instrument, or of an instrument appointing any such attorney, or (ii) the holding by any Person of the Notes shall be sufficient for any purpose of this Indenture (except as otherwise herein 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:

(1) The fact and date of the execution by any Owner or its attorney of such instruments may be proved by a guarantee of the signature thereon by a bank, national banking association 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 instruments acknowledged to that person the execution thereof, or by an affidavit of witness of such execution, duly sworn to before such notary public or other officer. Where such execution is by an officer of a board or association or a member of a partnership, on behalf of such board, association or partnership, such signature guarantee, certificate or affidavit shall also constitute sufficient proof of authority.

(2) The ownership of Notes and the amount, numbers and other identification and date of holding the same shall be proved by the registration book maintained by the Trustee or any Registrar.

(B) Any request or consent by the Owner of any Note shall bind all future Owners of such Note in respect of anything done or suffered to be done by the Board or any Fiduciary in accordance therewith.

Section 11.3. Moneys Held for Particular Notes. The amounts held by any Fiduciary for the payment of interest, principal or Redemption Price due on any date with respect to particular Notes 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 Notes entitled thereto.

Section 11.4. Preservation and Inspection of Documents. All documents received by any Fiduciary 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 Board, any other Fiduciary, and any Owner and their agents and their representatives, any of whom may make copies thereof.

Section 11.5. Cancellation and Destruction of Notes. All Notes paid or redeemed, either at or before maturity, and all mutilated Notes surrendered pursuant to Section 2.6, shall be delivered to the Trustee when such payment or redemption is made or upon surrender, as the case may be, and such Notes, together with all Notes purchased by the Trustee, shall thereupon be promptly canceled. Notes so canceled 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 Notes so destroyed, and one executed certificate shall be delivered to the Board and the other retained by the Trustee.

Section 11.6. Parties' Interest Herein. Nothing in this Indenture expressed or implied is intended or shall be construed to confer upon, or to give to, any Person, other than the Board, the Fiduciaries and the Owners of the Notes, 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 Board shall be for the sole and exclusive benefit of the Board, the Fiduciaries and the Owners of the Notes.

Section 11.7. No Recourse on the Notes.

(A) No recourse shall be had for the payment of the principal or Redemption Price of or interest on the Notes or for any claim based thereon or on this Indenture against any past, present or future member, director, officer, employee or agent of the Board, or any successor, public body or any person executing the Notes, either directly or through the Board, under any

rule of law or equity, statute or constitution or otherwise, and all such liability of any such officers, directors, members, employees or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Indenture and the issuance of the Notes.

(B) No member, officer, director, agent or employee of the Board shall be individually or personally liable for the payment of the principal or Redemption Price of or interest on the Notes; but nothing herein contained shall relieve any such member, officer, director, agent or employee from the performance of any official duty provided by law.

(C) All covenants, stipulations, obligations and agreements of the Board contained in this Indenture shall be deemed to be covenants, stipulations, obligations and agreements of the Board to the full extent authorized and permitted by the Constitution and laws of the State of Illinois, and no covenants, stipulations, obligations or agreements contained herein shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, officer, director, agent or employee of the Board in his or her individual capacity, and no officer executing the Notes shall be liable personally on the Notes or be subject to any personal liability or accountability by reason of the issue thereof. No member, officer, director, agent or employee of the Board shall incur any personal liability in acting or proceeding or in not acting or not proceeding in accordance with the terms of this Indenture.

Section 11.8. Successors and Assigns. Whenever in this Indenture the Board is named or referred to, it shall be deemed to include its successors and assigns and all the covenants and agreements in this Indenture contained by or on behalf of the Board shall bind and inure to the benefit of its successors and assigns whether or not so expressed.

Section 11.9. Severability of Invalid Provisions. If any one or more of the covenants or agreements provided in this Indenture on the part of the Board or any Fiduciary 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 11.10. Notices. Any notice, demand, direction, request or other instruments authorized or required by this Indenture to be given to, delivered to or filed with the Board, the Trustee or the Bank shall be deemed to have been sufficiently given, delivered or filed for all purposes of the Indenture if and when sent by registered mail, postage prepaid, return-receipt requested:

To the Board, if addressed to:

Board of Education of the City of Chicago
42 West Madison Street
Second Floor
Chicago, Illinois 60602
Attention: Chief Financial Officer
Telephone: (773) 553-2790
Email: jjhuang1@cps.edu

or at such other address as may be designated in writing by the Board to the Trustee; and

To the Trustee, if addressed to:

[Zions First National Bank
111 West Washington Street, Suite 1860
Chicago, Illinois 60602
Attention: Daryl Pomykala
Telephone: (312) 489-9486
Email: Daryl.Pomykala@ZionsBank.com]

or at such other address as may be designated in writing by the Trustee to the Board.

To the Bank, if addressed to:

Attention: _____
Telephone: (312) _____
Email: _____

Section 11.11. Construction. This Indenture and all Supplemental Indentures shall be construed in accordance with, and governed by, the provisions of Illinois law irrespective of its conflict of laws principles.

Section 11.12. Headings Not a Part of This Indenture. Any headings preceding the texts of the several Articles and Sections hereof, and any Table of Contents appended to copies hereof, are solely for convenience of reference and do not constitute a part of this Indenture, nor do they affect its meaning, construction or effect.

Section 11.13. Multiple Counterparts. This Indenture may be executed in multiple counterparts, each of which shall be regarded for all purposes as an original; and all such counterparts shall constitute but one and the same instrument.

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the Board of Education of the City of Chicago, has caused this Indenture to be executed in its name and its behalf by its President and attested by its Secretary and [Zions First National Bank] has caused this Indenture to be executed in its behalf by an Authorized Officer and its corporate seal to be impressed hereon and attested by an Authorized Officer, all as of the day and year first above written.

BOARD OF EDUCATION OF THE CITY OF CHICAGO

By: _____
President, Board of Education of the City of
Chicago

Attest:

Secretary, Board of Education of the City of
Chicago

[ZIONS FIRST NATIONAL BANK,] as Trustee

By: _____
Authorized Officer

[SEAL]

Attest:

Authorized Officer

**EXHIBIT A
TO
TRUST INDENTURE**

FORM OF NOTE

No. R-1

NOT TO EXCEED
\$____,000,000

UNITED STATES OF AMERICA
STATE OF ILLINOIS
BOARD OF EDUCATION OF THE CITY OF CHICAGO
Educational Purposes Tax Anticipation Notes, Series 2015A

Original Issue Date: _____

Registered Owner: _____

Principal Amount: Not to exceed _____ Million Dollars (\$____,000,000),
but only so much as shall equal the sum of the Initial Advance and all
Supplemental Advances made in accordance with the hereinafter
described Indenture, less the aggregate amount of Repaid Advances, as
indicated on Exhibit A hereto.

The BOARD OF EDUCATION OF THE CITY OF CHICAGO (the “*Board*”), a school district organized and existing under the laws of the State of Illinois, for value received, hereby promises to pay (but only out of the sources hereinafter provided) to the registered owner identified above, or registered assigns, on the maturity date specified herein, unless this Note shall have been called for redemption and payment of the redemption price shall have been duly made or provided for, upon presentation and surrender hereof, the principal sum specified above, and to pay (but only out of the sources hereinafter provided) interest on the balance of said principal sum from time to time remaining unpaid from and including the original issue date specified above, or from and including the most recent Interest Payment Date (as defined in the hereinafter-defined Indenture) with respect to which interest has been paid or duly provided for, until payment of said principal sum has been made or duly provided for.

Reference is hereby made to the further provisions of this Note set forth below, and such further provisions shall for all purposes have the same effect as if set forth at this place.

It is hereby certified, recited and declared that this Note is issued in part pursuant to the Local Government Debt Reform Act and that all acts and conditions required to be done, exist and be performed precedent to and in the execution and delivery of the Indenture and the issuance of this Note have been performed in due time, form and manner as required by law; that the indebtedness of the Board, including the issue of Notes of which this is one, does not exceed any limitation imposed by law.

This Note shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Indenture until the Certificate of Authentication hereon shall have been duly executed by the Trustee.

IN WITNESS WHEREOF, the Board of Education of the City of Chicago has caused this Note to be signed in its name and on its behalf by the manual or duly authorized facsimile signature of its President and attested by the manual or duly authorized facsimile signature of its Secretary, all as of the Dated Date identified above.

BOARD OF EDUCATION OF THE CITY OF CHICAGO

By: _____
President, Board of Education of the City of
Chicago

Attest:

Secretary, Board of Education of the City of
Chicago

[Form of Certificate of Authentication]

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This Note is one of the Notes described in the within-mentioned Indenture.

Date of Authentication and Delivery: **[ZIONS FIRST NATIONAL BANK,]** as Trustee

_____, 20____

By: _____
Authorized Signatory

Payments. Interest on Notes shall be payable on each Interest Payment Date. The principal of the Notes shall be payable in applicable amounts on each Principal Payment Date.

The principal and interest on the Notes shall be payable in any coin or currency of the United States of America which, at the respective dates of payment thereof, is legal tender for the payment of public and private debts.

Payment of interest on Notes shall be paid on each Interest Payment Date to the person appearing on the note register as the Owner thereof as of the close of business of the Trustee on the Record Date (i) to the Bank by Automated Clearing House transfer and (ii) to any other Owner by wire transfer to such Owner to the wire transfer address within the United States to which such Owner wishes to have such wire directed, as most recently provided to the Trustee not later than the Business Day next preceding the Record Date. Payment of principal on any Note shall be made on the applicable Principal Payment Date, to the Owner as of the close of business of the Trustee on the Record Date, (i) to the Bank by Automated Clearing House transfer and (ii) to any other Owner by wire transfer to such Owner on the applicable Principal Payment Date at the wire transfer address within the United States as most recently provided to the Trustee not later than the Business Day next preceding the Record Date.

Interest accrued on the Notes shall be paid in arrears on each Interest Payment Date. Interest on the Notes shall be computed upon the basis of a 360-day year and the actual number of days elapsed.

General. This Note is one of a duly authorized issue of not to exceed \$_____,000,000 aggregate principal amount Educational Purposes Tax Anticipation Notes, Series 2015A, of the Board (the "Notes"). The Notes are issued pursuant to, under authority of and in full compliance with the Constitution and laws of the State of Illinois, including the School Code and the Local Government Debt Reform Act of the State of Illinois, as amended (the "Act") and a Trust Indenture dated as of _____ 1, 2015 (the "Indenture"), by and between the Board and the Trustee. The Notes are being issued in anticipation of property taxes levied by the Board for educational purposes for the 2015 Tax Levy year.

Limited Obligations. The Notes are limited obligations of the Board and are payable solely from Pledged Tax Receipts, as defined in the Indenture, provided that the pledge of Pledged Tax Receipts with respect to the Notes is on a parity with the pledge thereof as security for the payment of other tax anticipation notes of the Board. Neither the full faith and credit nor

the taxing power of the Board is pledged to the payment of the principal of or interest on the Notes.

Maturity Date. The maturity date of this Note is the earlier of (A) _____, 2016 or (B) (i) October 1, 2016, if the Tax Penalty Date is on or prior to August 3, 2016 or (ii) the 60th day following the Tax Penalty Date if the Tax Penalty Date is later than August 3, 2016.

Interest Rates. The Notes shall bear interest at an Index Floating Rate as provided in the Indenture. Under circumstances specified in the Indenture the Notes may bear interest at a Taxable Rate or a Default Rate.

Maximum Interest Rate. At no time shall the Notes bear interest at a rate higher than the Maximum Interest Rate.

Redemption and Prepayment. The Notes are subject to redemption at the option of the Board, prepayment at the option of the Board and mandatory prepayment by the application of Pledged Tax Receipts deposited into the Debt Service Fund prior to maturity, as a whole or in part, at any time at par and without premium upon the terms and conditions set forth in the Indenture.

Registration. This Note is transferable by the registered owner hereof in person or by such registered owner's attorney duly authorized in writing at the principal corporate trust office of the Trustee, but only in the manner and subject to the limitations provided in the Indenture.

Defeasance. Provision for payment of all or any portion of the Notes may be made, and the Indenture may be discharged, prior to payment of the Notes in the manner provided in the Indenture.

Miscellaneous. The registered owner of this Note 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.

Copies of the Indenture are on file at the designated office of the Trustee, and reference to the Indenture and any and all supplements thereto and modifications and amendments thereof is made for a description of the pledge and covenants securing the Notes, the nature, extent and manner of enforcement of such pledge, the rights and remedies of the registered owners of the Notes, and the limitations on such rights and remedies.

Terms used in this Note shall have the same meanings as set forth in the Indenture.

ASSIGNMENT

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

UNIF GIFT MIN ACT –

TEN COM	– as tenants in common		Custodian
TENANT	– as tenants by the entireties		
JT TEN	– as joint tenants with right of survivorship and not as tenants in common	(Cust)	(Minor)
		under Uniform Gifts to Minors Act	
			(State)

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

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and Address of Assignee)

this Note of the Board of Education of the City of Chicago and does hereby irrevocably constitute and appoint _____

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

Dated: _____

Signature:

Signature Guaranteed:

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

EXHIBIT A

**TO
NOT TO EXCEED \$____,000,000
BOARD OF EDUCATION OF THE CITY OF CHICAGO
EDUCATIONAL PURPOSES TAX ANTICIPATION NOTES, SERIES 2015A**

<u>Amount of Advance</u>	<u>Date of Advance</u>	<u>Principal Repaid</u>	<u>Outstanding Principal Balance</u>
\$ _____			\$ _____

**EXHIBIT B
TO
TRUST INDENTURE**

**FORM OF
INSTRUCTIONS FROM BOARD
REGARDING SUPPLEMENTAL ADVANCE**

[Zions First National Bank,] as Trustee
Chicago, Illinois

_____, as Bank
Chicago, Illinois

Re: Supplemental Advance under Board of Education of the City of Chicago
Educational Purposes Tax Anticipation Notes, Series 2015A

Reference is made to the Trust Indenture dated as of _____ 1, 2015 (the "Indenture") between the Board of Education of the City of Chicago (the "Board") and [Zions First National Bank,] as Trustee (the "Trustee"). Terms not otherwise defined herein shall have the meanings as set forth in the Indenture.

Pursuant to Section 2.8(B) of the Indenture, the Board hereby instructs the Trustee to undertake the following:

1. Issue \$ _____ principal amount of Notes (the "Supplemental Advance") on _____ (the "Supplemental Advance Date") by entering the principal amount of the Supplemental Advance on Exhibit A to the Note.
2. Execute and deliver the Certificate of Trustee Regarding Supplemental Advance related thereto in substantially the form of Exhibit E to the Indenture as required pursuant to Section 2.8(B) of the Indenture.
3. Pay the proceeds of such Supplemental Advance to the Board.

Pursuant to Section 1.2 of the Credit Agreement, the Board hereby requests the Bank to make a Loan in the form of a Supplemental Advance, in the amount set forth in paragraph 1 above on the Supplemental Advance Date. The following are wire instructions of where the Bank should send the Supplemental Advance.

Bank: _____
 ABA#: _____
 Credit A/C#: _____
 FFC Trust #: _____

Dated: _____
(at least 1 Business Day prior to
Date of Supplemental Advance)

BOARD OF EDUCATION OF THE CITY OF CHICAGO

By: _____
Authorized Officer

cc: Bond Counsel

**EXHIBIT C
TO
TRUST INDENTURE**

[Zions First National Bank,] as Trustee
Chicago, Illinois

_____, as Bank
Chicago, Illinois

**FORM OF
CERTIFICATE OF BOARD REGARDING SUPPLEMENTAL ADVANCE**

I am an Authorized Officer of the Board of Education of the City of Chicago (the "Board"), and, as such, I am familiar with the terms and provisions of the Trust Indenture dated as of _____ 1, 2015 (the "Indenture") between the Board and [Zions First National Bank,] as Trustee (the "Trustee") authorizing the issuance of the Board's Educational Purposes Tax Anticipation Notes, Series 2015A in the maximum aggregate principal amount of \$_____,000,000 in multiple Advances from time to time (the "Notes"). Capitalized terms used but not defined herein shall have the same meaning as in the Indenture. As Authorized Officer designated under the Indenture, I hereby certify as follows with respect to the Supplemental Advance described below on the Notes:

1. The Board has provided to the Trustee, pursuant to Section 2.8(B) of the Indenture, the Instructions From Board Regarding Supplemental Advance dated _____, 20__ regarding a Supplemental Advance in the amount of \$_____ ("Supplemental Advance") and instructing the Trustee to issue additional Notes such that the aggregate principal amount of \$_____, which represents the sum of the aggregate principal amount of Notes Outstanding of \$_____ and the Supplemental Advance of \$_____. Taking into account such Supplemental Advance, the aggregate amount of Advances (\$_____) less the aggregate amount of Repaid Advances on the Notes to date (\$_____) does not exceed the maximum aggregate principal amount of \$_____,000,000 less any amount redeemed pursuant to Section 3.1 of the Indenture.

2. Each of the representations and warranties of the Board contained in the Indenture and the Credit Agreement are true and correct as of the date hereof as if made on the date hereof.

3. Each of the Indenture, the Credit Agreement, the Tax Agreement, and any certificate executed and delivered by the Board in connection therewith, has not been amended or modified and is in full force and effect as of the date hereof. Each such agreement constitutes a legal, valid and binding obligation of the Board enforceable against the Board in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, arrangements, fraudulent conveyance,

moratorium, or other laws or equitable principles relating to or affecting the enforcement of creditors' rights generally, by application of equitable principles.

4. There is no litigation either pending or, to the best of the knowledge of the undersigned, threatened (a) to restrain or enjoin the issuance, sale or delivery of the Notes, (b) in any way contesting or affecting any authority for the issuance of the Notes or the validity of the Notes or the Indenture, or (c) in any way contesting the legal existence or the powers of the Board.

5. The Board has not been notified, either directly or indirectly, by _____, Bond Counsel, that its approving opinion dated _____, 2015 with respect to the validity of the Notes and the exclusion from gross income for federal income tax purposes of interest thereon has been withdrawn or may no longer be relied upon without the substitution of a revised Opinion of Bond Counsel acceptable to the Trustee, the Board and the Bank.

6. The request by the Board for a Supplemental Advance is being made in accordance with the terms of the Tax Agreement. The Supplemental Advance referenced herein is intended by the Board to be treated as being part of a single issue of Notes for which the issue date is _____, 2015, the date of the Initial Advance on the Notes. The treatment in this paragraph of the Notes, and all Advances thereto, reflects the economic substance of the transaction and does not avoid Section 103 or any of Sections 141 through 150 of the Internal Revenue Code of 1986, as amended, or the general purposes thereof.

7. The authorization for the issuance of Tax Anticipation Notes contained in the Note Resolution is available and sufficient to authorize and include such Supplemental Advance. The Note Resolution has not been amended, modified, withdrawn or rescinded. The attached Exhibit A sets forth the principal amounts of notes authorized under the Note Resolution, the principal amounts of notes issued thereunder, the amounts of Repaid Advances with respect to the Notes and the other Tax Anticipation Notes and the principal amount of Tax Anticipation Notes that have been retired by redemption or maturity.

8. There is no Event of Default or any event which with the passage of time or giving of notice would constitute an Event of Default under the Indenture or the Credit Agreement.

15-0624-RS11 FINAL

Dated: _____
(at least one Business Day prior to
Date of Supplemental Advance)

BOARD OF EDUCATION OF THE CITY OF CHICAGO

By: _____
Authorized Officer

cc: Bond Counsel

EXHIBIT A

	<u>Note Resolution</u>	<u>This Series</u>
Amount Authorized	\$	
Less Principal Amount Redeemed		
Series 2015A Notes		
Series 2015B Notes		
Less Principal Amount Issued and Not Redeemed		
Series 2015A Notes		
Series 2015B Notes		
Plus: Repaid Advances		
Series 2015A Notes		
Series 2015B Notes		
Principal Amount Available	\$	\$

**EXHIBIT D
TO
TRUST INDENTURE**

**FORM OF
CERTIFICATE OF TRUSTEE
REGARDING SUPPLEMENTAL ADVANCE**

_____, as Bank
Chicago, Illinois

Board of Education of the City of Chicago
Chicago, Illinois

The undersigned hereby certifies that he/she is the authorized representative of [Zions First National Bank,] as Trustee under a Trust Indenture dated as of _____ 1, 2015 (the "Indenture") between it and the Board of Education of the City of Chicago (the "Board"), pursuant to which the Board has issued its Educational Purposes Tax Anticipation Notes, Series 2015A (the "Notes"). This Certificate is delivered pursuant to Section 2.8(B) of the Indenture and Section 9.1 of the Credit Agreement and is delivered in connection with a Supplemental Advance to the Notes. Capitalized terms not otherwise defined herein shall have the meaning specified in the Indenture.

The undersigned hereby certifies as follows:

1. The Trustee has received, pursuant to Section 2.8(B) of the Indenture, executed Instructions From Board Regarding Supplemental Advance dated _____, requesting the Trustee and the Bank to undertake certain actions in connection with the Supplemental Advance described therein.
2. The Trustee has received no notice, either directly or indirectly, from the Board or the Bank of the early termination or early expiration of the Credit Agreement, nor has it received any notice, either directly or indirectly, from the Board or the Bank of an Event of Default or an event which with the passage of time or the giving of notice would constitute an Event of Default under the Indenture or the Credit Agreement.
3. The Trustee has received the executed Certificate of Board Regarding Supplemental Advance dated _____ pursuant to Section 2.8(B) of the Indenture, with respect to the current Supplemental Advance.
4. The Trustee has entered the principal amount of the Supplemental Advance on Exhibit A to Note No. R-___, the Notes are currently outstanding in the aggregate principal amount of \$ _____ and the Trustee holds such Note as agent of Bank.

5. Upon receipt of the net proceeds of the Supplemental Advance contemplated by the Instructions From Board to Note Trustee Regarding Supplemental Advance referenced above, the Note Trustee will deposit such net proceeds in accordance with such instructions.

6. The aggregate principal amount of all Outstanding Tax Anticipation Notes, including the increased principal amount of Notes in connection with this Supplemental Advance, and any supplemental advance with respect to other Tax Anticipation Notes being made simultaneously herewith, does not exceed the lesser of:
(i) _____% of the remaining uncollected amount of Pledged Taxes on this date, and
(ii) \$_____,000,000.

Dated: _____
(Date of Supplemental Advance)

[ZIONS FIRST NATIONAL BANK,]
as Trustee

By: _____
Title: _____

**EXHIBIT E
TO
TRUST INDENTURE**

**FORM OF
CERTIFICATE AND DIRECTION REGARDING REPAID ADVANCE**

I am the _____ of the Board of Education of the City of Chicago (the "Board"), and, as such, I am familiar with the terms and provisions of the Indenture dated as of _____ 1, 2015 (the "Indenture") between the Board and [Zions First National Bank,] as Trustee (the "Trustee") authorizing the issuance of the Board's Educational Purposes Tax Anticipation Notes, Series 2015A in the maximum aggregate principal amount of \$____,000,000 in multiple Advances from time to time (the "Notes"). Capitalized terms used but not defined herein shall have the same meaning as in the Indenture. As an Authorized Officer designated under the Indenture, I hereby certify as follows with respect to the Repaid Advance described below on the Notes:

1. On this date the Board has provided to the Trustee, pursuant to Section 2.1(B) of the Indenture the amount of \$_____, \$_____ of which represents the repayment of Advances (the "Repaid Advance") and \$_____ of which represents accrued interest on that portion of the Notes related to the Repaid Advance to the date hereof.
2. The Trustee is hereby instructed to deposit said amount into the Repaid Advance Fund in accordance with Section 4.4 of the Indenture.
3. The Trustee is hereby instructed to enter the amount of the Repaid Advance on Exhibit A to the Note.
4. The aggregate principal amount of Notes Outstanding upon such Repaid Advance is \$_____.

Dated: _____
(Date of Repaid Advance)

BOARD OF EDUCATION OF THE CITY OF CHICAGO

By: _____
Authorized Officer

**EXHIBIT F
TO
TRUST INDENTURE**

FORM OF INVESTOR LETTER

_____, 20__

Board of Education of the City of Chicago
Office of Chief Financial Officer
125 S. Clark Street
Chicago, IL 60603

Re: Not to exceed \$_____,000,000
Board of Education of the City of Chicago
Educational Purposes Tax Anticipation Notes, Series 2015A

Ladies and Gentlemen:

This letter is to provide you with certain representations and agreements with respect to our purchase of the above-referenced notes (the "*Notes*"), dated their date of issuance. The Notes are issued under and secured in the manner set forth pursuant to (i) a Trust Indenture dated as of _____ 1, 2015, between the Board of Education of the City of Chicago (the "*Issuer*") and [Zions First National Bank] (the "*Trustee*"), (the "*Indenture*"). _____ (the "*Bank*," the "*undersigned*," "*us*" or "*we*," as applicable) is purchasing the Notes pursuant to a Credit Agreement dated as of _____, 2015 (the "*Credit Agreement*"), between the Issuer and the Bank. We hereby represent and warrant to you and agree with you as follows:

1. We understand that the Notes have not been registered pursuant to the Securities Act of 1933, as amended (the "*1933 Act*"), the securities laws of any state, nor has the Indenture been qualified pursuant to the Trust Indenture Act of 1939, as amended, in reliance upon certain exemptions set forth therein. We acknowledge that the Notes (i) are not being registered or otherwise qualified for sale under the "blue sky" laws and regulations of any state, (ii) will not be listed on any securities exchange, (iii) will not carry a rating from any rating service, and (iv) will not be delivered in a form that is readily marketable.
2. We have not offered, offered to sell, offered for sale or sold any of the Notes by means of any form of general solicitation or general advertising, and we are not an underwriter of the Notes within the meaning of Section 2(11) of the 1933 Act.

3. We have sufficient knowledge and experience in financial and business matters, including purchase and ownership of municipal and other tax-exempt obligations, to be able to evaluate the risks and merits of the investment represented by the purchase of the Notes.
4. We have authority to purchase the Notes and to execute this letter and any other instruments and documents required to be executed by us in connection with the purchase of the Notes.
5. The undersigned is a duly appointed, qualified and acting representative of the Bank and is authorized to cause the Bank to make the certifications, representations and warranties contained herein by execution of this letter on behalf of the Bank.
6. The undersigned is either (a) a “qualified institutional buyer” as defined in Rule 144A promulgated under the 1933 Act (a “*QIB*”), or (b) an “accredited investor” as defined in Rule 501 of Regulation D under the 1933 Act (an “*Accredited Investor*”), and, as such, is able to bear the economic risks of such investment in the Notes. The Bank understands that, in certain circumstances, it may be required to hold the Notes until the maturity thereof.
7. The undersigned understands that no official statement, prospectus, offering circular, or other comprehensive offering statement is being provided with respect to the Notes. The undersigned has made its own inquiry and analysis with respect to the Issuer, the Notes and the security therefor, and other material factors affecting the security for and payment of the Notes.
8. We understand and acknowledge that the Notes are limited obligations of the Issuer payable solely from the tax revenue collected from the Issuer’s 2015 Tax Levy for educational purposes, and that neither the full faith and credit nor the taxing power of the Issuer is pledged to the payment of the principal of or interest on the Notes.
9. The undersigned acknowledges that it is familiar with the condition, financial or otherwise, of the Issuer and it has either been supplied with or been given access to information, including financial statements and other financial information, regarding the Issuer, to which a reasonable investor would attach significance in making investment decisions, and has had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the Issuer, the Notes and the security therefor, so that as a reasonable investor, it has been able to make its decision to purchase the Notes. The undersigned acknowledges that it does not require further information from the Board for purposes of purchasing the Notes.
10. The Bank has made its own inquiry and analysis with respect to the Notes and the security therefor, and other material factors affecting the security and payment of the Notes. The Bank has assumed responsibility for obtaining such information and making such review as the Bank deemed necessary or desirable in connection with its decision to purchase the Notes. The Bank is aware that the business of the Issuer involves certain economic variables and risks that could adversely affect the security for the Notes.
11. The Notes are being acquired by the Bank for investment for its own account and not with a present view toward resale or distribution and the Bank intends to hold the Notes for its own account; *provided, however*, that the Bank reserves the right to sell, transfer or redistribute

the Notes, subject to the provisions of the Credit Agreement and the Indenture, but agrees that any such sale, transfer or distribution by the Bank shall be in accordance with the Credit Agreement and the Indenture.

12. The Bank agrees to comply with any applicable state and federal securities laws then in effect with respect to any disposition of the Notes by it, and further acknowledges that any current exemption from registration of the Notes does not affect or diminish such requirements.
13. The Bank intends to treat its purchase of the Notes as a commercial lending transaction with the Issuer. The foregoing representations and warranties with respect to the Bank's compliance with certain federal and state securities laws in connection with its purchase of the Notes have been provided at the Issuer's request and shall not be construed as inconsistent with that intent.

Very truly yours,

By: _____
Name: _____
Title: _____