

18-0725-RS7

**RESOLUTION PROVIDING FOR THE ISSUE OF ONE OR MORE
SERIES OF DEDICATED CAPITAL IMPROVEMENT TAX BONDS OF
THE BOARD OF EDUCATION OF THE CITY OF CHICAGO IN AN**

ACCOUNT TO BE DEPOSITED IN A SEPARATE ACCOUNT TO BE MAINTAINED BY THE BOARD OF EDUCATION OF THE CITY OF CHICAGO

WHEREAS, pursuant to the provisions of Article 34 of the School Code, 105 Illinois Compiled Statutes 5 (the "**School Code**"), the City of Chicago (the "**City**"), having a population exceeding 500,000, 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" (the "**Board**"); and

WHEREAS, the Board is governed by the seven-member Chicago Board of Education, as successor to the Chicago School Reform Board of Trustees (the "**School Board**"); and

WHEREAS, pursuant to Section 34-53.5 of the School Code, the Board is authorized to levy, and commencing with the 2015 tax levy year has annually levied, a capital improvement tax for the funding of certain capital improvements, as set forth in said Section 34-53.5 (the "**Capital Improvement Tax**"); and

WHEREAS, pursuant to paragraph (f) of Section 34-53.5, the Board may finance the cost of such capital improvements by the issuance of bonds (the "**Dedicated Tax Bonds**") in accordance with the Local Government Debt Reform Act, 30 Illinois Compiled Statutes 350 (the

WHEREAS, pursuant to Section 204 of the Master Trust Indenture, the Board may issue one or more series of "Additional Bonds" (as defined in the Master Trust Indenture) for the

purpose of financing "Permitted Expenditures" (as defined in the Master Trust Indenture) of any capital improvement project or purpose of the Board permitted under Section 34-53.5 of the

School Code, to pay costs and expenses incident to the issuance of such series of Additional Bonds and to make deposits to funds, sub-funds, accounts and sub-accounts under the Master Trust Indenture or any Supplemental Indenture, and

WHEREAS, it is necessary for the Board to authorize the sale and issuance of the Bonds and to approve and to authorize and direct the sale of the Bonds pursuant to one or more of the methods described above, together with the execution of the Supplemental Indentures, the Purchase and Sale Agreements and certain other agreements and the performance of acts

necessary or convenient in connection with the implementation of this Resolution and the issuance of the Bonds:

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

Section 1. Incorporation of Preambles. The preambles of this Resolution are hereby incorporated into this text as if set out herein in full.

Section 2. Issuance of Bonds. (a) There shall be authorized the borrowing for and on

limitations set forth herein, shall be set forth in each Supplemental Indenture executed and delivered by a Designated Official as described herein.

(b) In order to secure the payment of the principal of, redemption price of, interest on and the Accreted Amount (as defined in the Master Trust Indenture) of each Series of the Bonds, the Board has heretofore and does hereby authorize the inclusion in the Master Trust Indenture

Any Bonds issued as Current Interest Bonds, Capital Appreciation Bonds or Capital
Appreciation and Income Bonds shall bear interest (computed upon the basis of a 360 day year

of twelve 30-day months) payable at a rate or rates not to exceed 9 percent per annum for any

Redemption of Bonds at 125 percent of face value. Redemption of Bonds

FOR THE LEVY YEAR	A TAX IN THE SUM OF:
2018	\$ 5,000,000
2019	5,000,000
2020	5,000,000
2021	5,000,000
2022	5,000,000
2023	5,000,000
2024	5,000,000
2025	5,000,000
2026	5,000,000
2027	5,000,000
2028	5,000,000
2029	5,000,000
2030	5,000,000
2031	15,000,000
2032	15,000,000
2033	15,000,000
2034	15,000,000
2035	15,000,000
2036	15,000,000
2037	15,000,000
2038	15,000,000
2039	15,000,000
2040	15,000,000
2041	15,000,000
2042	15,000,000
2043	15,000,000
2044	15,000,000
2045	110,000,000
2046	110,000,000
2047	110,000,000

(the taxes levied pursuant to this Section 3(a), being the "Pledged Capital Improvement

~~all other taxes and when collected, the taxes hereinafter levied shall be deposited with the Trustee~~

under the Master Trust Indenture.

(c) To the extent and in the manner permitted in the Master Trust Indenture and each Supplemental Indenture securing Bonds, the Board may direct the abatement of the Pledged Capital Improvement Taxes in whole or in part.

(d) The notification of sale of any Series of Bonds delivered by the Designated Officials pursuant to Section 4(e) hereof may provide for the allocation of all or a portion of the Pledged Capital Improvement Taxes levied for any year pursuant to this Resolution to the payment of the principal and redemption price of and interest on such Series of the Bonds.

Section 4. Sale of the Bonds, Purchase and Sale Agreements. (a) Each Series of the Bonds shall be sold and delivered to the Purchasers thereof, subject to the terms and conditions of the applicable Purchase and Sale Agreement; *provided*, (i) that the aggregate purchase price of any Current Interest Bonds paid by the Purchaser shall be not less than 97 percent of the principal amount thereof to be issued (less any original issue discount used in the marketing thereof) plus accrued interest from their date to the date of delivery thereof and (ii) that the aggregate purchase price of any Capital Appreciation Bonds or Capital Appreciation and Income

Official determines such bond insurance policy to be desirable in connection with the sale of such Series of Bonds, or with respect to specified or designated maturities of such Series of Bonds. Each Designated Official is also authorized to enter into such agreements and make such covenants with any Bond Insurer that such Designated Official deems necessary and that are not inconsistent with the terms and provisions of this Resolution and to pay upfront or annual fees to the Bond Insurer in connection therewith.

(c) In lieu of, or in addition to, the deposit of proceeds of the Bonds of any Series or other funds into the Consolidated Debt Service Reserve Fund maintained under the Master Trust Indenture and any other debt reserve fund as authorized in paragraph (g) of this Section, each of the Designated Officials is hereby authorized to obtain a debt reserve credit facility from such recognized provider as such Designated Official shall determine (the "**Debt Reserve Credit Facility Provider**") if such Designated Official determines such debt reserve credit facility to be desirable in providing for the funding of any required debt service reserve fund. Each Designated Official is also authorized to enter into such agreements and make such covenants with any provider of such debt reserve credit facility that such Designated Official deems necessary and that are not inconsistent with the terms and provisions of this Resolution and to pay upfront or annual fees to the provider of such debt reserve credit facility in connection therewith.

Provider Rate shall be less than the Maximum Credit Provider Rate; *provided*, that at no time shall the Credit Provider Rate per annum exceed the Maximum Credit Provider Rate

Designated Officials shall file in the office of the Secretary a notification of sale directed to the

Board setting forth (i) the aggregate original principal amount of, maturity schedule, redemption provisions and interest rates for the Bonds sold, (ii) a description of the specific Pledged Capital Improvement Taxes pledged to the payment of the principal of, redemption price of, interest on and the Accreted Amount of the Bonds of such Series, (iii) the principal amounts of the Bonds sold as Current Interest Bonds, Capital Appreciation Bonds and Capital Appreciation and

extended for collection by the County Clerks. Each of the Designated Officials is also authorized to file in the respective offices of the County Clerks certificates of tax abatement that reflect the refunding of any obligations of the Board. Any abatement or reduction of Pledged Capital Improvement Taxes shall not constitute a reduction in the annual amount of Capital

~~I. _____ That the Board is authorized to loan pursuant to Section 24.52.5 of the School~~

(f) The distribution of a Preliminary Official Statement, Private Placement Memorandum, Limited Offering Memorandum or Notice of Public Sale relating to each Series of ~~the Board (the "Disclosure Document") in substantially the respective forms delivered in~~

obligations under the applicable Continuing Disclosure Undertaking. Each Continuing Disclosure Undertaking shall be in substantially the form used in previous financings of the

Board, but with such changes therein as shall be approved by the Designated Official executing the same, with such execution to constitute conclusive evidence of such official's approval and this Board's approval of any changes or revisions therein from such form of Continuing Disclosure Undertaking.

Section 8. Further Acts. Each of the Designated Officials, officials or officers of the Board are hereby authorized to execute and deliver such other documents and agreements and

EXHIBIT A

Approved Projects

Project Name	Project Type	Project Description	Amount
Ude Park High School	Programmatic Investments	Interior renovations of existing building to support educational program investments	\$20,000,000

Perez

Programmatic Investments

Renovations consisting of targeted finish upgrades in the classrooms, toilet room modifications and new furniture

\$1,000,000

Rickover

Programmatic Investments

Renovation of existing building to accommodate relocation of Rickover Naval Academy

\$20,000,000

Form of Supplemental Indenture

THIRD SUPPLEMENTAL INDENTURE

by and between

BOARD OF EDUCATION OF THE CITY OF CHICAGO

and

AMALGAMATED BANK OF CHICAGO
as Trustee

Dated as of _____ 1, 2018

SECURING BOARD OF EDUCATION OF THE CITY OF CHICAGO
DEDICATED CAPITAL IMPROVEMENT TAX BONDS, SERIES 2018

TABLE OF CONTENTS

	<u>Page</u>
Parties	1
ARTICLE I Definitions and Construction	3
Section 101. Definitions.....	3
Section 102. Interpretations	4
ARTICLE II	5
Section 201. Authorization of Series 2018 Bonds	5
Section 202. General Provisions for Issuance	5
Section 203. Terms of Series 2018 Bonds	5
Section 204. Optional Redemption	6

Section 501. Trustee Acceptance of Duties 19

Section 502. Appointment of Fiduciaries 20

Section 503. Amendment or Modifications 20

Section 504. Defeasance 20

Section 505. Preservation and Inspection of Documents 20

Section 506. Parties Interested Herein 20

Section 507. Successors and Assigns..... 20

Section 508. Severability of Invalid Provisions..... 21

Section 509. Notices 21

Section 510. Construction 21

Section 511. Multiple Counterparts 21

THIS THIRD SUPPLEMENTAL INDENTURE dated as of _____ 1,

[REDACTED]

WHEREAS, Amalgamated Bank of Chicago, as Trustee under the Indenture has accepted its appointment as Trustee and does hereby acknowledge and accept the powers, duties and obligations of the Trustee under this Third Supplemental Indenture; and

WHEREAS, all things necessary to make the C. 2010 D. 1 1

(c) Any and all other moneys and securities 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 the Indenture or this Third Supplemental

Indenture.

THIS THIRD SUPPLEMENTAL INDENTURE FURTHER WITNESSETH that, in addition to the terms, conditions and covenants of the Indenture, the Board, the Trustee and the Owners of the Series 2018 Bonds, hereby agree to be bound by the terms

conditions and covenants of this Third Supplemental Indenture, as follows:

ARTICLE I

~~“DTC Definition” shall mean any securities broker or dealer bank trust~~

company, clearing corporation or other organization depositing Series 2018 Bonds with DTC.

“Indenture” means the Master Trust Indenture, dated as of December 1, 2016, by and between the Board and the Trustee, issuing Board of Education of the City of

As used herein, the terms "herein," "hereunder," "hereby," "hereto," "hereof" and

any similar terms refer to this Third Supplemental 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 Third~~

Supplemental Indenture as originally executed.

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 Third Supplemental Indenture, nor do they affect its~~

April 1, 2019 shall be dated the April 1 or October 1 preceding the date of their authentication and delivery to which interest has been paid or duly provided for amount

Series 2018 Bonds authenticated and delivered on a April 1 or October 1 to which interest has been paid or duly provided shall be dated that April 1 or October 1.

(B) Each Series 2018 Bond shall bear interest from its date, payable on each Interest Payment Date, and computed on the basis of a 360-day year consisting of twelve 30-day months.

(C) The Series 2018 Bonds shall mature on April 1 of each of the years and in the principal amounts and shall bear interest at the respective rates per annum set forth in the following table:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
20__	\$,000	
20__	,000	

(F) The \$ _____ net proceeds of the Series 2018 Bonds, upon receipt, shall be deposited as follows:

(i) \$ _____ shall be deposited into the Consolidated Debt Service Reserve Fund;

(ii) \$ _____ shall be deposited into 2018 Capitalized Interest Account; and

(iii) \$ _____ shall be deposited into the 2018 Project Account.

(G) The Series 2018 Bonds shall be initially issued in the form of a separate single fully registered Series 2018 Bond for each maturity. Upon initial issuance, the ownership of each such Series 2018 Bond shall be registered in the registration books kept by the Trustee in the name of Cade & Co. as nominee of DTC and

of the Board to make payments of Principal of and interest on the Series 2018 Bonds pursuant to the Indenture.

The Owners of the Series 2018 Bonds have no right to the appointment or retention of a depository for such Series 2018 Bonds. 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 Series 2018 Bond certificates to such successor securities depository or (ii) notify DTC of the availability through DTC of Series 2018 Bond certificates and transfer or cause the transfer of one or more separate Series 2018 Bond certificates to DTC Participants having Series 2018 Bonds credited to

being registered in the name of Cede & Co., as nominee of DTC, but may be registered in

Section 205. Mandatory Sinking Fund Redemption. The Series 2018 Bonds maturing on April 1, 20__ are Term Bonds subject to mandatory redemption at a Redemption Price of par, on April 1 of the following years and in the following principal amounts, each constituting a Sinking Fund Installment for the retirement of the Term Bonds as set forth in the following table, subject to adjustment pursuant to Section 206:

<u>Year</u>	<u>Principal Amount</u>
20__	\$,000
20__	,000
20__	,000
20__	,000

The final maturity amount of the Term Bonds due April 1 20__ is

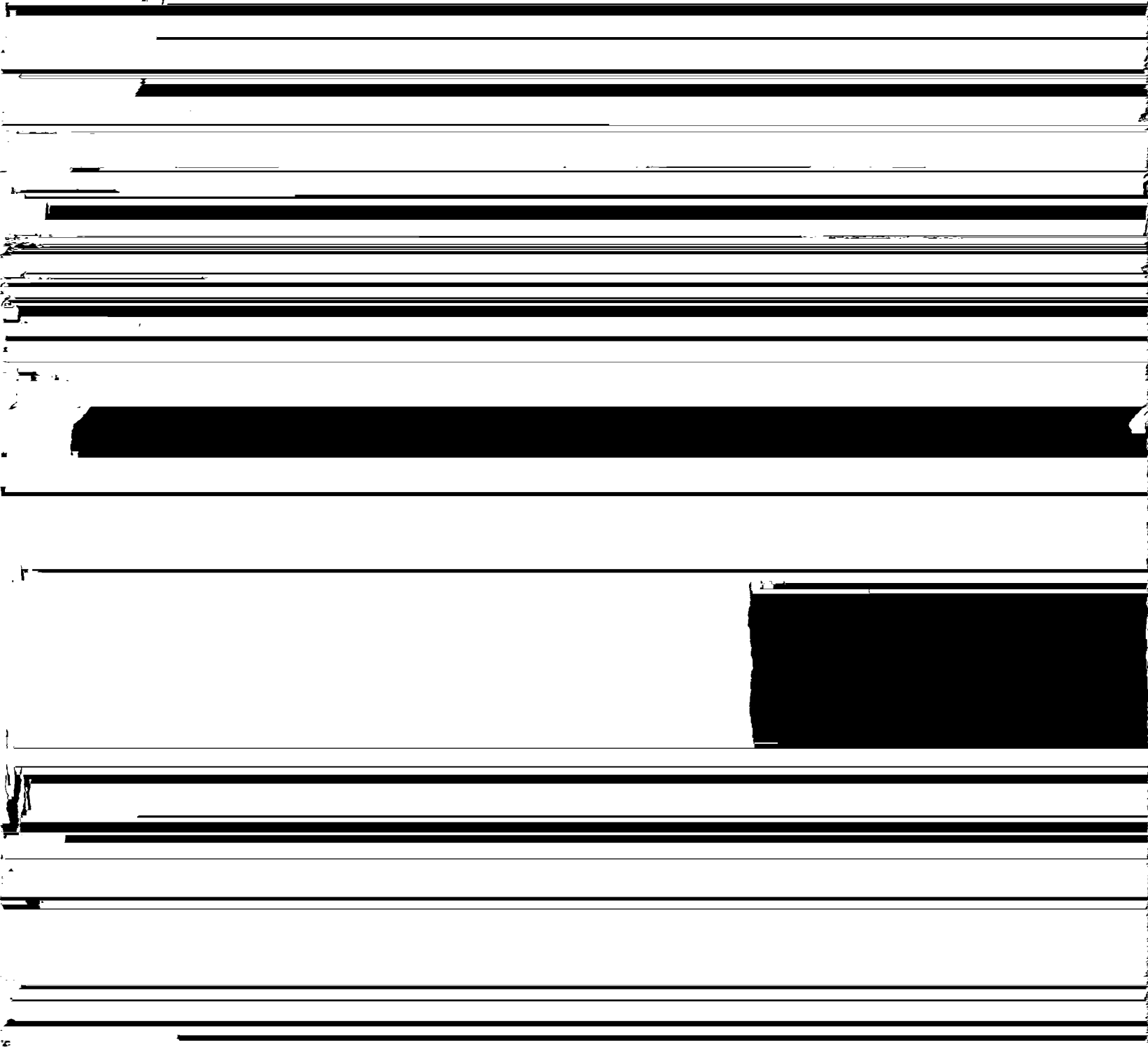
\$ _____.

The Series 2018 Bonds maturing on April 1, 20__ are Term Bonds subject to

mandatory redemption at a Redemption Price of par, on April 1 of the following years and in the following principal amounts, each constituting a Sinking Fund Installment for the retirement of the Term Bonds as set forth in the following table, subject to adjustment pursuant to Section 206:

<u>Year</u>	<u>Principal Amount</u>
20__	\$,000
20__	,000
20__	,000

2018 Bonds of each maturity to be redeemed. Such notice shall be given at least 35 days prior to the specified redemption date or such shorter period as shall be acceptable to the Trustee. In the event notice of redemption shall have been given as in Section 2.10



amount in cash or Government Obligations maturing on or before the specified redemption date which, together with other moneys, if any, available therefor held by the Trustee, will be sufficient to redeem all of the Series 2018 Bonds to be redeemed on the specified redemption date at their Redemption Price plus interest accrued and unpaid to the date fixed for redemption. Such amount and moneys shall be held in a separate

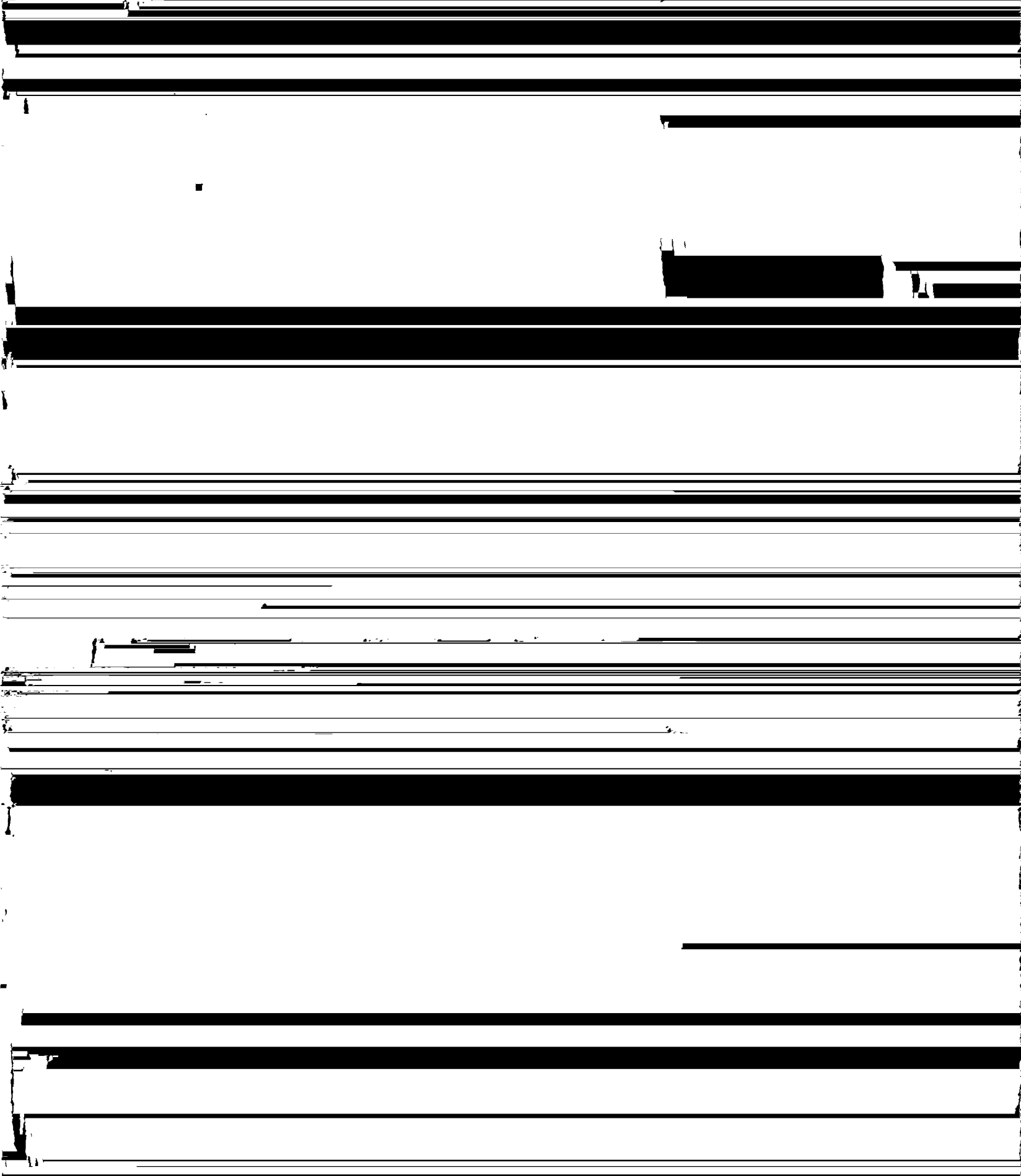
are to be redeemed, the letters and numbers or other distinguishing marks of such Series 2018 Bonds so to be redeemed, and, in the case of Series 2018 Bonds to be redeemed in part only, such notice shall also specify the respective portions of the principal amount thereof to be redeemed. Such notice shall further state that on such date there shall become due and payable the Redemption Price of each Series 2018 Bond to be redeemed, or the Redemption Price of the specified portions of the principal thereof in the case of Series 2018 Bonds to be redeemed in part only, together with interest accrued to the date fixed for redemption, and that from and after such date interest thereon shall cease to accrue and be payable. The Trustee shall mail copies of such notice by first-class mail, postage prepaid, not more than 60 days nor less than 20 days before the date fixed for

redemption, to the Owners of the Series 2018 Bonds to be redeemed at their addresses as shown on the registration books of the Board maintained by the Registrar. If the Trustee mails notices of redemption as herein provided, notice shall be conclusively presumed to have been given to all Owners.

With respect to an optional redemption of any Series 2018 Bonds, unless moneys sufficient to pay the Redemption Price of, and interest on the Series 2018 Bonds to be redeemed shall have been received by the Trustee prior to the giving of such notice of

18-0725-RS7

Filed for redemption - such Series 2019 Bonds on or before 4/15/2025 at 10:00 a.m.



(B) On each Deposit Date that moneys are available for deposit into the Series 2018 Dedicated Sub-Fund, the Trustee shall make the following deposits in the following order of priority and if the moneys deposited into the Series 2018 Dedicated Sub-Fund are insufficient to make any required deposit, the deposit shall be made up on the next Deposit Date after required deposits having a higher priority shall have been made in full:

First: for deposit into the 2018 Interest Account, an amount equal to the amount required so that the sum held in the 2018 Interest Account, when added to the interest payable from the 2018 Capitalized Interest Account on the applicable Interest Payment Dates will equal the sum of the unpaid interest due on the Series

2018 Bonds on the next ensuing Interest Payment Dates to and including the first day of April of the next calendar year; and

Second: commencing on February 1, 20__, for deposit into the 2018 Principal Account the amount required so that the sum then held in the 2018

Principal Account will equal the sum of the unpaid Principal due on the Series 2018 Bonds on the first day of April of the next calendar year.

(C) In addition to the Series 2018 Deposit Requirement, there shall be deposited into the Series 2018 Dedicated Sub-Fund any other moneys received by the

Section 305. 2018 Principal Account. (A) The Trustee shall withdraw from the 2018 Principal Account, prior to each Principal Payment Date, an amount equal to the Principal of the Series 2018 Bonds maturing or due on that date, and apply the same to the payment of such Principal when due.

(B) The Trustee shall establish and maintain in the 2018 Principal Account a separate Sub-Account for each maturity of the Term Bonds for which Sinking Fund Installments are established pursuant to Section 205. Moneys paid into the 2018 Principal Account in respect of Sinking Fund Installments in any Bond Year shall upon receipt be segregated and set aside in said Sub-Accounts in proportion to the respective amounts of the Sinking Fund Installment on the next ensuing Principal Payment Date with respect to the particular Term Bonds for which each such Sub-Account is maintained.

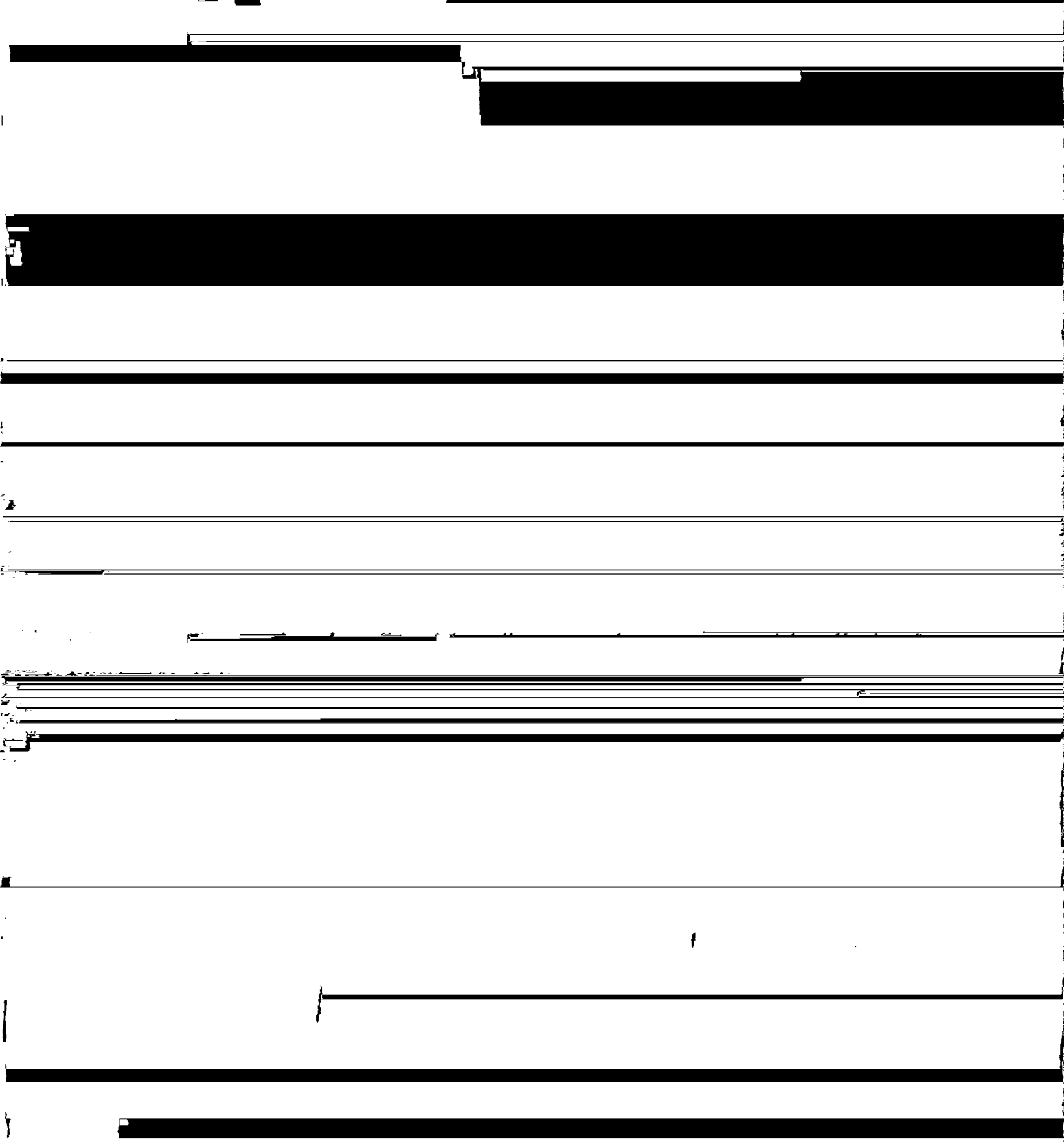
(C) The Trustee shall apply moneys in any Sub-Account established in the 2018 Principal Account as provided in subsection (B) of this Section to the redemption of the Term Bonds for which such Sub-Account is maintained in the manner provided in this Section and Article II or to the payment of the Principal thereof at maturity. If at any date there shall be moneys in any such Sub-Account and there shall be Outstanding none

(F) After giving effect to the Outstanding Term Bonds purchased by the Trustee and Outstanding Term Bonds surrendered by the Board as described in Subsections (C) and (D) of this Section, which shall be credited against the Sinking Fund

practicable after the 60th day next preceding the next Principal Payment Date on which a Sinking Fund Installment is due, the Trustee shall proceed to call for redemption on such Principal Payment Date Outstanding Term Bonds for which such Sinking Fund Installment was established in such amount as shall be necessary to complete the

(D) The Trustee shall, during construction of the 2018 Project, pay from the 2018 Project Account to the Board upon its requisitions therefor at one time or from

from the 2016 Project Account of the Series 2016 Dedicated Sub-Fund, the 2017 Project Account of the Series 2017 Dedicated Sub-Fund or from the Permitted
Trust Account (b) that there has not been filed with or served upon the



Section 309 Money to be Held in Trust. All moneys received to be deposited

with or paid to the Trustee for the account of any Fund, Sub-Fund, Account or Sub-Account referred to in any provision of this Third Supplemental Indenture, shall be held by the Trustee in trust as provided in Section 1203 of the Indenture, and shall, while held by the Trustee, constitute part of the Trust Estate and be subject to the lien or security interest created hereby.

Section 309. Consolidated Debt Service Reserve Fund. The Board hereby designates the Series 2018 Bonds as Consolidated Reserve Fund Bonds. The Board and the Trustee covenant and agree for the benefit of the Owners of the Series 2018 Bonds

that the Consolidated Debt Service Reserve Fund is to be administered in accordance with the Indenture.

ARTICLE IV

Particular Covenants and Elections of the Board

Sub-Fund and secured by a pledge of, lien on and security interest in the Trust Estate pledged for their payment in accordance with the Indenture and this Third Supplemental

Indenture. Neither the full faith and credit nor the general taxing power of the Board is pledged to, or otherwise available for, the payment of any Series 2018 Bond.

Section 404. Series Tax Levy and Deposit Direction. Pursuant to Section 3 of the Bond Resolution, the Board has levied the Bond Resolution Series Levy for the Series 2018 Bond. Pursuant to the authority granted in Section 10-60, Article 10, Chapter 106 of the Code of Ordinances of the City of Chicago, Illinois, the Board has directed the City Treasurer to deposit the proceeds of the Series 2018 Bond into the Series 2018 Bond Account.

the Series 2018 Bonds, 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 the Indenture and this Third Supplemental Indenture.

Section 502. Appointment of Fiduciaries. The Trustee is hereby appointed Paying Agent and Registrar for the Series 2018 Bonds. The Trustee accepts the duties and obligations imposed upon it as Paying Agent and Registrar by the Indenture and this Third Supplemental Indenture. The Board may at any time or from time to time appoint one or more other Paying Agents for the Series 2018 Bonds having the qualifications set forth in Section 914 of the Indenture for a successor Paying Agent.

Section 503. Amendment or Modification. This Third Supplemental

Indenture may be amended or modified in the same manner as the Indenture may be amended or modified in accordance with Article X and Article XI of the Indenture.

Section 504. Defeasance. If the Board shall pay to the Owners of the Series 2018 Bonds, or provide for the payment of the Principal, interest and Redemption Price, if any, to become due thereon, at the times and in the manner stipulated in Section 1201 of the Indenture, then this Third Supplemental Indenture shall be fully discharged and satisfied. Upon the satisfaction and discharge of this Third Supplemental Indenture, the Fiduciaries shall pay over and deliver to the Board, all Funds, Sub-Funds, Accounts, Sub-Accounts and other moneys and securities held by them pursuant to this Third Supplemental Indenture that are not required for the payment or redemption of the Series 2018 Bonds.

Section 505. Preservation and Inspection of Documents. All documents received by any Fiduciary under the provisions of this Third Supplemental Indenture, shall be retained in its possession and shall be subject at all reasonable times to the

contained by or on behalf of the Decedent shall bind and issue to the benefit of its successors

and assigns whether so expressed or not.

Section 508. Severability of Invalid Provisions. If any one or more of the covenants or agreements provided in this Third Supplemental 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 Third Supplemental Indenture.

Section 509. Notices. Any notice, demand, direction, request or other instruments authorized or required by this Third Supplemental 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 this Third Supplemental Indenture if and when sent by registered mail, return receipt requested:

IN WITNESS WHEREOF, the Board of Education of the City of Chicago has caused this Third Supplemental Indenture to be executed in its name and on its behalf by its Senior Vice President of Finance and attested by its Secretary and Amalgamated Bank of Chicago, as Trustee, has caused this Third Supplemental Indenture to be executed on its behalf and attested by its authorized officers, all as of the day and year first above

written.

**BOARD OF EDUCATION OF THE
CITY OF CHICAGO**

Senior Vice President of Finance

Attest:

Secretary

AMALGAMATED BANK OF CHICAGO

EXHIBIT A

[Redacted]

[Form of Bond-Front Side]

[Redacted]

[Redacted]

BOARD OF EDUCATION OF THE CITY OF CHICAGO
DEDICATED CAPITAL IMPROVEMENT TAX BOND, SERIES 2012

See Reverse Side for
Additional Provisions

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>DATED DATE</u>	<u>CUSIP</u>
%	April 1, 20__	_____, 2018	167510__

Registered Owner: Cede & Co.

Principal Amount:

Registrar (the “Registrar”) or, at the option of the Registered Owner, by wire transfer of immediately available funds to such bank in the continental United States as said Registered Owner shall request in writing to the Registrar.

Reference is hereby made to the further provisions of this Series 2018 Bond on the reverse hereof and such further provisions shall for all purposes have the same effect as if set forth at this place.

The Series 2018 Bonds are limited obligations of the Board secured by the pledge

of the Trust Estate pledged to the payment of the Series 2018 Bonds under the Master Trust Indenture (as hereinafter defined) and payable from the Series 2018 Dedicated Sub-Fund held under the Third Supplemental Indenture (as hereinafter defined). The Series 2018 Bonds are not, and shall not be or become, a general obligation of the Board and

IN WITNESS WHEREOF, the Board of Education of the City of Chicago has caused

~~_____~~

authorized facsimile signature of the President or Vice President of the Chicago Board of

~~_____~~

_____, 2018 (the "*Third Supplemental Indenture*"), each by and between the Board and the Trustee, for the purpose of financing capital improvements permitted under Section 34-53.5 of the School Code. The Series 2018 Bonds are Additional Bonds and Consolidated Reserve Fund Bonds, each as defined in the Master Trust Indenture. As provided in the Master Trust Indenture, the principal of and interest on the Series 2018 Bonds are secured by a pledge of, lien on and security interest in the Trust Estate as defined and described in the Indenture, including Capital Improvement Taxes as defined

Dedicated Capital Improvement Tax Bonds, Series 2016 (the "*Series 2016 Bonds*") and

authorized attorney) in exchange for an equal aggregate principal amount of Series 2018 Bonds of the same maturity and interest rate of any other authorized denominations.

The Series 2018 Bonds are subject to redemption prior to maturity at the option of the Board, as a whole, or in part by lot, and upon notice as herein provided, on April 1, 20__ and on any date thereafter, at a redemption price equal to the principal amount of the Series 2018 Bonds to be redeemed, plus accrued interest on the Series 2018 Bonds being redeemed to the date fixed for redemption.

The Series 2018 Bonds due April 1, 20__ are subject to mandatory redemption on April 1, 20__ and each April 1 thereafter at the redemption price of par by the application of annual sinking fund installments as provided in the Third Supplemental Indenture.

The Series 2018 Bonds due April 1, 20__ are subject to mandatory redemption on April 1, 20__ and each April 1 thereafter at the redemption price of par by the application of annual sinking fund installments as provided in the Third Supplemental Indenture.

Notice of the redemption of Series 2018 Bonds will be mailed not less than 30 days nor more than 60 days prior to the date fixed for such redemption to the Registered Owners of Series 2018 Bonds to be redeemed at their last addresses appearing on such registration books. The Series 2018 Bonds or portions thereof specified in said notice shall become due and payable at the applicable redemption price on the redemption date therein designated, and if, on the redemption date, moneys for payment of the redemption price of all the Series 2018 Bonds or portions thereof to be redeemed, together with interest to the redemption date, shall be available for such payment on said

18-0725-RS7

maturity date thereof, as the case may be. Defeasance Obligations and moneys so deposited with the Trustee shall be held in trust for the payment of the principal and

redemption price, if applicable, of and interest on said Bonds.

The Registered Owner of this Series 2018 Bond shall have no right to enforce the

ASSIGNMENT

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

(Name and Address of Assignee)

_____ the within bond and does hereby irrevocably constitute and appoint _____

_____, Attorney to transfer the said bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:
