
TRUST INDENTURE

by and between

COMMUNITY COLLEGE DISTRICT NUMBER 508
COUNTY OF COOK AND STATE OF ILLINOIS

and

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION
as Trustee

dated as of January 1, 2024

securing
\$186,565,000
Community College District Number 508
County of Cook and State of Illinois
Unlimited Tax General Obligation Refunding Bonds (Dedicated Revenues),
Series 2024

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Exhibit A—Form of Series 2024 Bond

Exhibit B—Notice Regarding Sufficiency of Pledged Revenues

THIS TRUST INDENTURE (this "Indenture") dated as of January 1, 2024, by and between COMMUNITY COLLEGE DISTRICT NUMBER 508, COUNTY OF COOK AND STATE OF ILLINOIS, a community college district organized and existing under the laws of the State of Illinois (the "State"), and established pursuant to the Public Community College Act of the State (the "Issuer" or the "District"), and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association organized and existing under the laws of the United States of America with its a corporate trust office located in Chicago, Illinois, as trustee (the "Trustee");

W I T N E S S E T H :

WHEREAS, pursuant to its powers under the Public Community College Act, 110 ILCS 805/1-1 et seq., including, without limitation, Section 7-1.1 (the "Act"), and the Local Government Debt Reform Act, 30 ILCS 350/1 et seq. (the "Debt Reform Act"), the Issuer is authorized to issue alternate bonds, being general obligation bonds payable from any revenue source as provided in the Debt Reform Act ("*Alternate Bonds*"); and

WHEREAS, in accordance with the provisions of the Debt Reform Act, the Board of Trustees (the "*Board*") of the Issuer, on the 15th day of September, 2023, adopted Board Report No. 34885 (the "*2023 Authorizing Resolution*") authorizing the issuance of Alternate Bonds, in an amount not to exceed \$235,000,000 (the "*2023 Authorization*"), for the purposes of refunding all or a portion of the Issuer's \$250,000,000 original aggregate principal amount of Unlimited Tax General Obligation Bonds (Dedicated Revenues), Series 2013 (the "*Series 2013 Bonds*") in order to realize certain interest cost savings (the "*Refunding*") and the Board has determined that the term of the proposed bonds to refund the Series 2013 Bonds is not longer than the term of the Series 2013 Bonds and that the debt service payable in any year on the proposed bonds does not exceed the debt service payable in such year on the Series 2013 Bonds; and

WHEREAS, pursuant to the 2023 Authorization, the Board adopted Board Report No. 34918 on October 5, 2023 (the "*Bond Resolution*") authorizing the issuance, from time to time, of Unlimited Tax General Obligation Refunding Bonds (Dedicated Revenues) of the Issuer in an aggregate principal amount not to exceed \$186,565,000 for the Refunding; and

WHEREAS, pursuant to the authority granted to the Designated Officials (as defined in the Bond Resolution) in the Bond Resolution, the Board has appointed U.S. Bank Trust Company, National Association to act as Trustee under this Indenture; and

WHEREAS, pursuant to the Bond Resolution, the Board has duly authorized the issuance of Unlimited Tax General Obligation Refunding Bonds (Dedicated Revenues), Series 2024 of the Issuer (the "*Bonds*"), for the purpose of providing funds to be used for (i) the Refunding, (ii) any capitalized interest on the Bonds (but only as and to the extent permitted by applicable law) and (iii) costs of issuance of the Bonds, including, if applicable, the cost of bond insurance; and

WHEREAS, the Bonds are secured by and will be payable from a pledge of the Pledged Revenues and the Pledged Taxes (each as hereinafter defined) and will be further secured by the other moneys, securities and funds pledged under this Indenture; and

WHEREAS, no bonds have heretofore been issued pursuant to the 2023 Authorizing Resolution; and

WHEREAS, other than the Issuer's \$78,065,000 original aggregate principal amount of Unlimited Tax General Obligation Bonds (Dedicated Revenues), Series 2017 (the "*Series 2017 Bonds*") and any Series 2013 Bonds remaining outstanding after the Refunding (the "*Unrefunded Series 2013 Bonds*"), no other bonds have heretofore been issued which are secured by the Pledged Revenues; and

WHEREAS, the Board has determined that the Pledged Revenues will provide in each year an amount not less than 1.25 times the annual debt service on the Bonds, any Unrefunded Series 2013 Bonds and the Series 2017 Bonds, which determination is supported by the most recent audit of the Issuer, prepared by RSM US LLP, which audit is for the fiscal year ended June 30, 2023, being the most recent audit available and being for a fiscal year ending not earlier than 18 months previous to the time of issuance of the Bonds; and

WHEREAS, all things necessary to make the Bonds, when authenticated by the Trustee and issued as in this Indenture provided, the valid, binding and legal obligations of the Issuer according to the import thereof, and to constitute this Indenture a valid pledge of and lien on each of the Pledged Revenues and the Pledged Taxes to secure the payment of the principal of, premium, if any, and interest on the Bonds 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 Bonds, 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 Bonds issued hereunder, according to the import thereof, and the performance and observance of each and every covenant and condition herein and in the Bonds contained, and for and in consideration of the premises and of the acceptance by the Trustee of the trusts hereby created, and of the purchase and acceptance of the Bonds 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 Bonds shall be issued, authenticated, delivered, secured and accepted by all Persons (as hereinafter defined) who shall from time to time be or become Owners thereof, the Issuer 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 Revenues and the Pledged Taxes; provided that the pledge of the Pledged Revenues to the payment of the Bonds is on a parity with the pledge of such revenues to the payment of the Series 2017 Bonds, any Unrefunded Series 2013 Bonds and any Additional Bonds (as hereinafter defined) that may be hereafter issued;

(b) All moneys and securities and earnings thereon in all funds, accounts and sub-accounts established pursuant to this Indenture; and

(c) Any and all other moneys, securities and property furnished from time to time to the Trustee by the Issuer or on behalf of the Issuer 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 Bonds 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 Bond over any other or from the others by reason of priority in the issue or negotiation thereof, or for any other reason whatsoever, so that each and all of the Bonds 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 Issuer has reserved the right, upon compliance with the provisions of Section 7.4(B) hereof to issue Additional Bonds (as hereinafter defined): on a parity with and sharing ratably and equally in the Pledged Revenues with the Bonds, any Unrefunded Series 2013 Bonds and the Series 2017 Bonds.

PROVIDED FURTHER, HOWEVER, that these presents are upon the condition that, if the Issuer, or its successors, shall well and truly pay or cause to be paid, or provide for the payment of all principal, premium, if any, and interest on the Bonds due or to become due thereon, 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 Issuer, the Trustee and the Owners of the Bonds from time to time, that the terms and conditions upon which the Bonds 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 Public Community College Act of the State, as amended.

“*Additional Bonds*” means any Alternate Bonds issued in the future in accordance with the provisions of the Debt Reform Act on a parity with and sharing ratably and equally in all or any portion of the Pledged Revenues with the Bonds, any Unrefunded Series 2013 Bonds and the Series 2017 Bonds as authorized by Section 7.4(B) hereof.

“*Alternate Bonds*” means general obligation bonds payable from any revenue source as provided by the Debt Reform Act, particularly Section 15 thereof.

“*Annual Debt Service Requirement*” means, for any Bond Year, the sum of the interest on and principal of the Bonds that will become due and payable, whether at maturity or upon mandatory sinking fund redemption, during such Bond Year.

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

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

“*BAM*” means Build America Mutual Assurance Company, or any successor thereto.

“*Board*” means the Board of Trustees of the Issuer.

“*Bond Counsel*” means any nationally recognized firm(s) of municipal bond attorneys approved by the Issuer.

“*Bond Payment Account*” means the Bond Payment Account established in Section 5.3 hereof.

“*Bond Resolution*” means Board Report No. 34918, adopted by the Board on October 5, 2023, authorizing the issuance of the Bonds.

“*Bond Year*” means each annual period beginning on December 2nd of a calendar year to and including December 1st of the next succeeding calendar year.

“*Bonds*” means the \$186,565,000 Community College District Number 508, County of Cook and State of Illinois Unlimited Tax General Obligation Refunding Bonds (Dedicated Revenues), Series 2024 of the Issuer, issued pursuant to this Indenture.

"Business Day" means any day which is not a Saturday, a Sunday, a legal holiday or a day on which banking institutions in the city where the designated corporate trust office of any Fiduciary is located are authorized by law or executive order to close (and such Fiduciary is in fact closed).

"Capitalized Interest Sub-Account" means the Sub-Account of that name in the Pledged State Aid Revenue Account established in Section 5.4(C) hereof.

"Chief Financial Officer" means the Chief Financial Officer (including any interim Chief Financial Officer) of the Issuer.

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

"Code and Regulations" means the Code and the regulations promulgated or proposed pursuant thereto as the same may be in effect from time to time.

"Costs of Issuance Fund" means the account of that name established in Section 5.6 hereof.

"Counsel's Opinion" means any Opinion of Counsel or any Opinion of Bond Counsel.

"County Clerks" means, collectively, the County Clerks of The Counties of Cook and DuPage, Illinois.

"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.

"Debt Reform Act" means the Local Government Debt Reform Act of the State, as amended.

"Debt Service Fund" means the Debt Service Fund established in Section 5.3 hereof.

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

"Defeasance Obligations" means (i) Defeasance Government Obligations and (ii) Pre-refunded Municipal Obligations.

"Deposit Date" means February 15 of each year or such earlier date as may be necessary to permit the Issuer to lawfully make the abatement of taxes described in Sections 5.4(A) and 7.6(B) hereof.

“Designated Official” means (i) the Chancellor of the Issuer, (ii) the Chief Financial Officer or (iii) any other officer of the Issuer authorized to perform specific acts and duties hereunder by resolution duly adopted by the Board.

“DTC” means The Depository Trust Company, New York, New York, as securities depository for the Bonds.

“DTC Participant” means any securities broker or dealer, bank, trust company, clearing corporation or other organization depositing Bonds with DTC pursuant to the book-entry only system described in Section 2.2(G) hereof.

“Event of Default” means any event so designated and specified in Section 8.1 hereof.

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

“Forward Supply Contract” means any contract entered into between the Issuer and a supplier of Investment Securities selected by or pursuant to the direction of the Issuer (a *“Counterparty”*) pursuant to which the Counterparty agrees to sell to the Issuer (or to the Trustee on behalf of the Issuer) and the Issuer (or the Trustee on behalf of the Issuer) 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 Issuer 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 Issuer subject to annual appropriation, and shall not constitute indebtedness of the Issuer.

“Government Obligations” means any direct obligations of or obligations guaranteed by the United States of America, including but not limited to: Treasury bills, bonds, notes, and STRIPS and U.S. Treasury Certificates, Bills, Notes and Bonds (including State and Local Government Series – (SLGs); Resolution Funding Corporation (*“REFCORP”*) Interest STRIPS; and United States Agency for International Development (*“US AID”*) guaranteed notes (including stripped securities) provided that any US AID security shall mature at least 5 business days prior to any cash flow or escrow requirement.

“Indenture” means this Trust Indenture, dated as of January 1, 2024, by and between the Issuer and the Trustee, as from time to time amended and supplemented.

“Interest Payment Date” means each June 1st and December 1st, commencing June 1, 2024.

“Interest Sub-Account” means the sub-account of that name in the Bond Payment Account established in Section 5.3 hereof.

“Investment Policy” means the investment policy of the District 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 by the Investment Policy as permitted investments of District funds at the time of purchase thereof:

- (i) Government Obligations;
- (ii) 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
 - Tennessee Valley Authority
 - United States Postal Service
 - Private Export Funding Corporation;
- (iii) Non-callable senior debt obligations, participations, or other instruments issued or fully guaranteed by any U.S. Federal agency, instrumentality, corporation, or government-sponsored enterprise (GSE), including but not limited to: Fannie Mae, Freddie Mac, the Federal Home Loan Banks, the Federal Farm Credit System, Tennessee Valley Authority, and Resolution Funding Corporation (collectively, “Federal Agency Obligations”). Interest and principal strips are eligible investments provided that the securities are stripped from non-callable senior debt obligations, participations, or other instruments as described above in this section;
- (iv) U.S. dollar denominated deposit accounts, federal funds and banker’s acceptances with domestic commercial banks (including the Trustee and its affiliates) rated in the highest short term rating category, without respect to modifier, by a Rating Agency at the time of purchase 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);
- (v) Commercial paper which is rated in the highest short term rating category, without respect to modifier, by a Rating Agency at the time of purchase and which matures not more than 270 days after the date of purchase;
- (vi) Investments in a money market fund which at the time of purchase is rated in the second highest rating category or higher, without respect to modifier, by a Rating Agency at the time of purchase, including those for which the Trustee or an affiliate performs services for a fee, whether as a custodian, transfer agent, investment advisor or otherwise;

(vii) Investments in the Public Treasurers' Investment Pool created under Section 17 of the State Treasurer Act;

(viii) 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 Issuer, shall be purchased through banks or trust companies authorized to do business in the State of Illinois;

(ix) Pre-refunded Municipal Obligations; and

(x) Any Forward Supply Contract.

“*Issuer*” or “*District*” means Community College District Number 508, County of Cook and State of Illinois, a community college district established pursuant to the Act.

“*Letter of Representations*” means the Blanket Issuer Letter of Representations dated January 9, 2024, between the Issuer and DTC, relating to the book-entry only system for the Bonds described in Section 2.2(G) hereof.

“*Opinion of Bond Counsel*” means a written opinion of Bond Counsel, the scope, form, substance and other aspects of which are described in the applicable article or section requiring the delivery of such opinion, which opinion may be based on a ruling or rulings of the Internal Revenue Service.

“*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, selected by the Issuer, who may be counsel to the Issuer (including the General Counsel to the Issuer).

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

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

(ii) Bonds (or portions of Bonds) 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 Bonds (or portions of Bonds) are to be redeemed, notice of such redemption shall have been given as in Article IV provided or provision satisfactory to the Trustee shall have been made for the giving of such notice;

(iii) Bonds in lieu of or in substitution for which other Bonds shall have been authenticated and delivered pursuant to Article II, Section 4.5 or Section 11.6 hereof; and

(iv) Bonds deemed to have been paid as provided in Section 12.1(B) hereof.

"Owner" means any Person who shall be the registered owner of any Bond or Bonds.

"Paying Agent" means the Trustee and any other bank, national banking association or trust company designated by a Designated Official as paying agent for the Bonds, and any successor or successors appointed by a Designated Official under this Indenture.

"Person" means and includes an association, unincorporated organization, a corporation, a limited liability company, 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 Revenues" means State Grant Revenues and Tuition and Fee Revenues in amounts each year the Bonds are Outstanding as shall provide for the payment of 1.25 times annual debt service on the Bonds, any Unrefunded Series 2013 Bonds and the Series 2017 Bonds in such years.

"Pledged Revenues Account" means the account of that name in the Debt Service Fund established in Section 5.3 hereof.

"Pledged Taxes" means the ad valorem taxes levied against all of the taxable property in the District without limitation as to rate or amount and pledged under this Indenture as security for the Bonds.

"Pledged Taxes Account" means the account of that name in the Debt Service Fund established in Section 5.3 hereof.

"Policy" means the Municipal Bond Insurance Policy issued by BAM that guarantees the scheduled payment of principal of and interest on the Bonds when due.

"Pre-refunded Municipal Obligations" means any bonds or other obligations of any state of the United States of America or of any agency, instrumentality or local governmental unit of any such state which are not callable at the option of the obligor prior to maturity or as to which irrevocable instructions have been given by the obligor to call on the date specified in the notice, and

(A) are rated by at least one Rating Agency at the time of purchase, the rating afforded to the United States of America; and

(B) (i) which are fully secured as to principal and interest and redemption premium, if any, by an escrow consisting only of cash or Government Obligations, which escrow may be applied only to the payment of such principal of and interest and redemption premium, if any, on such bonds or other obligations on the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable instructions, as appropriate, and (ii) which escrow is sufficient, as verified by a nationally recognized independent certified public accountant, to pay principal of and interest and redemption

premium, if any, on the bonds or other obligations described in this paragraph on the maturity date or dates specified in the irrevocable instructions referred to above, as appropriate.

"Principal Sub-Account" means the sub-account of that name in the Bond Payment Account established in Section 5.3 hereof.

"Project Fund" means the fund of that name established in Section 5.2 hereof.

"Rating Agencies" means Kroll Bond Rating Agency, Fitch Ratings, Inc., Moody's Investors Service, Inc. and Standard & Poor's Ratings Services and each of their successors or assigns.

"Record Date" means, with respect to any Interest Payment Date for the Bonds, the 15th day (whether or not a Business Day) of the calendar month next preceding such Interest Payment Date.

"Redemption Price" means, with respect to any Bond, the amount 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 Bonds, and its successor or successors.

"Series 2017 Bonds" means the \$78,065,000 Community College District Number 508, County of Cook and State of Illinois Unlimited Tax General Obligation Bonds (Dedicated Revenues), Series 2017 of the Issuer.

"SLGS" means United States Treasury Certificates of Indebtedness, Notes and Bonds—State and Local Government Series.

"State" means the State of Illinois.

"State Grant Revenues" means any grants and other revenues received by the Issuer from the Illinois Community College Board pursuant to the Act.

"Subordinate Obligations" has the meaning set forth in Section 7.4(C) hereof.

"Supplemental Indenture" means any Supplemental Indenture between the Issuer and the Trustee authorized pursuant to Article X hereof.

"Tax Agreement" means the Tax Exemption Certificate and Agreement of the Issuer relating to the Bonds.

"Term Bonds" has the meaning set forth in Section 4.2(A) hereof.

“*Trustee*” means U.S. Bank Trust Company, National Association, Chicago, Illinois, and any successor or successors appointed under this Indenture as hereinafter provided. The “designated corporate trust office” of the Trustee means 190 S. LaSalle, Chicago, IL 60603 or such other address as is provided by the Trustee; provided, however, that with respect to payments on the Bonds and any exchange, transfer, or other surrender of the Bonds, the Trustee’s “designated corporate trust office” shall mean the corporate trust operations office of the Trustee in St. Paul, Minnesota or such other office or location designated by the Trustee by written notice.

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

“*Tuition and Fee Revenues*” means student tuition and fees, net of scholarship allowances, imposed and collected pursuant to the Act.

“*Unrefunded Series 2013 Bonds*” means any Series 2013 Bonds remaining Outstanding upon issuance of the Bonds, which will be no Series 2013 Bonds.

“*2023 Authorization*” means the authorization adopted by the Board pursuant to Board Report No. 34885 on September 15, 2023, authorizing the issuance of alternate bonds pursuant to the Debt Reform Act in an amount not to exceed \$235,000,000.

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

Section 1.2. Miscellaneous Definitions. As used herein, and unless the context shall otherwise indicate, the words “Bond,” “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.

Section 1.3. Authority of Officers. Under this Indenture, the Vice Chair of the Board of the Issuer may exercise all of the powers and perform all of the duties of the Chair of the Board of the Issuer in the case of the absence or disability of the Chair or if there be a vacancy in the office of the Chair. The Assistant Secretary of the Board may perform the duties of the Secretary of the Board under this Indenture in the case of the Secretary’s absence or inability to act.

Section 1.4. Authority for Indenture. This Indenture is executed and delivered by the District by virtue of and pursuant to the Act and the Debt Reform Act. The District has ascertained and hereby determines and declares that the execution and delivery of this Indenture is necessary to meet the public purposes and obligations of the District, that each and every act, matter, thing or course of conduct as to which provision is made herein is necessary or convenient in order to carry out and effectuate such purposes of the District and to carry out its powers and is in

furtherance of the public benefit and welfare and that each and every covenant or agreement herein contained and made is necessary, useful or convenient in order to better secure the Bonds and are contracts or agreements necessary, useful or convenient to carry out and effectuate the corporate purposes of the District.

Section 1.5. Indenture to Constitute Contract. In consideration of the purchase and acceptance of Bonds by those who shall hold the same from time to time, the provisions of this Indenture and any Supplemental Indenture shall be a part of the contract of the District with the Owners of Bonds and shall be deemed to be and shall constitute a contract between the District, the Trustee and the Owners from time to time of the Bonds. The District covenants and agrees with the Owners of Bonds and the Trustee that it will faithfully perform all of the covenants and agreements contained in this Indenture and in the Bonds.

ARTICLE II

AUTHORIZATION AND ISSUANCE OF BONDS

Section 2.1. Authorization of Bonds. The Issuer shall not issue any Bonds under the provisions of this Indenture except in accordance with the provisions of this Article II. The total principal amount of Bonds that may be issued hereunder is expressly limited to \$186,565,000 (other than Bonds issued in lieu of or in substitution for which other Bonds shall have been authenticated and delivered pursuant to this Article II, Section 4.5 hereof or Section 11.6 hereof).

Section 2.2. Issuance of Bonds.

(A) The Bonds authorized to be issued in the aggregate principal amount of \$186,565,000, which shall be designated as "Community College District Number 508, County of Cook and State of Illinois Unlimited Tax General Obligation Refunding Bonds (Dedicated Revenues), Series 2024," and entitled to the benefit, protection and security of this Indenture are hereby authorized and shall be issued pursuant to the authority of the Act, the Debt Reform Act, the 2023 Authorization and the Bond Resolution.

(B) The Bonds shall be issued only in fully registered form without coupons and shall be dated the date of issuance thereof. Each Bond shall bear interest from the Interest Payment Date to which interest has been paid as of the date on which it is authenticated or if it is authenticated prior to the first date on which interest is to be paid, from its dated date, which interest shall be payable on June 1st and December 1st of each year, commencing June 1, 2024, computed on the basis of a 360-day year consisting of twelve 30-day months.

(C) The Bonds shall mature on December 1st of each of the years and in the principal amounts set forth in the following table, and the Bonds maturing in each such year shall bear interest at the rate per annum set forth opposite each such year in the following table:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
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2027	\$ 2,960,000	5.000%
2028	7,760,000	5.000
2029	8,150,000	5.000
2030	8,560,000	5.000
2031	8,980,000	5.000
2032	9,435,000	5.000
2033	9,905,000	5.000
2034	10,400,000	5.000
2035	10,920,000	5.000
2036	11,470,000	5.000
2037	12,040,000	5.000
2038	12,640,000	5.000
2039	13,275,000	5.000
2040	13,940,000	5.000
2041	14,630,000	5.000
2042	15,365,000	5.000
2043	16,135,000	5.000

(D) The Bonds shall be issued in Authorized Denominations (provided that no individual Bond may be issued for more than one maturity) and shall be numbered consecutively, but need not be authenticated or delivered in consecutive order. The Bonds and the Trustee's Certificate of Authentication shall be in substantially the form set forth in Exhibit A attached hereto and by reference made a part hereof with such variations, omissions or insertions as are required or permitted by this Indenture.

(E) The principal and Redemption Price of the Bonds shall be payable at the designated corporate trust office of the Trustee, as Paying Agent, and at such offices of any co-Paying Agent or successor Paying Agent or Paying Agents appointed pursuant to this Indenture for the Bonds. Interest on the Bonds shall be payable by check or bank draft mailed or delivered by the Trustee to the Owners as the same appear on the registration books of the Issuer maintained by the Registrar as of the Record Date or, at the option of any Owner of \$1,000,000 or more in aggregate principal amount of Bonds, by wire transfer of immediately available funds to such bank in the continental United States as said Owner shall request in writing to the Registrar prior to the Record Date. The Bonds shall be payable, with respect to interest, principal and redemption premium (if any) in any coin, or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. Notwithstanding the provisions hereinabove contained, while DTC's nominee is the Owner of the Bonds, payments of principal and Redemption Price of the Bonds shall be made in accordance with existing arrangements between the Trustee and DTC.

(F) The net proceeds of the Bonds, upon receipt, shall be applied as provided in Article III hereof.

(G) The Bonds shall be initially issued in the form of a single fully registered Bond for each maturity that bears the same interest rate. Upon initial issuance, the ownership of each Bond 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 Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the Issuer 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 Bonds. Without limiting the immediately preceding sentence, the Issuer 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 Bond, (ii) the delivery to any DTC Participant or any other Person, other than the Owner of any Bond, of any notice with respect to such Bond, including without limitation any notice of redemption or (iii) the payment to any DTC Participant or any other Person, other than the Owner of any Bond, of any amount with respect to the principal or Redemption Price of, or interest on, such Bond. Notwithstanding any other provision of this Indenture to the contrary, the Issuer, the Trustee and each other Paying Agent, if any, shall be entitled to treat and consider the Person in whose name each Bond is registered as the absolute owner of such Bond for the purpose of payment of the principal or Redemption Price of and interest with respect to such Bond, for the purpose of giving notices of redemption, for the purpose of registering transfers with respect to such Bond and for all other purposes whatsoever. The Trustee and each other Paying Agent, if any, shall pay all principal or Redemption Price of and interest on the Bonds 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 Issuer's obligations with respect to payment of the principal or Redemption Price of and interest on the Bonds to the extent of the sum or sums so paid. No Person other than an Owner of a Bond shall receive a Bond certificate evidencing the obligation of the Issuer to make payments of the principal or Redemption Price of and interest on the Bonds pursuant to this Indenture.

The Owners of the Bonds have no right to the appointment or retention of a depository for the Bonds. DTC may resign or be removed as securities depository in accordance with its customary procedures. In the event of any such resignation or removal, the Issuer 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 and the Trustee in writing of the appointment of such successor securities depository and transfer or cause the transfer of one or more separate Bond certificates to such successor securities depository or (ii) notify DTC of the availability through the Trustee of Bond certificates and transfer or cause the transfer of one or more separate Bond certificates to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds 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 Bonds shall designate, in accordance with the provisions of this Indenture.

The Issuer and DTC have executed the Letter of Representations. Notwithstanding any other provision of this Indenture, so long as DTC, or its designee, is the Owner of all Bonds, the arrangements referred to in the Letter of Representations shall apply to the redemption of any Bonds and to the payment of the principal or Redemption Price of and interest on the Bonds, including without limitation, that: (a) presentation of Bonds to the Trustee upon redemption or at

maturity shall be deemed made to the Trustee when the right to exercise ownership rights in the Bonds through DTC or DTC's Participants is transferred by DTC on its books; and (b) DTC may present notices, approvals, waivers or other communications required or permitted to be made by Owners of Bonds under this Indenture on a fractionalized basis on behalf of some or all of those Persons entitled to exercise ownership rights in the Bonds through DTC or DTC's Participants.

So long as the Bonds are registered in the name of Cede & Co., as nominee of DTC, the Trustee agrees to comply with the terms and provisions referred to in the Letter of Representations. References to Cede & Co. mean and include any other nominee required by DTC.

Section 2.3. Execution and Authentication. (A) The Bonds shall be executed in the name of the Issuer by the manual or facsimile signatures of the Chair and the Secretary or Assistant Secretary of the Board. In case any one or more of the officers who shall have signed any of the Bonds shall cease to be such officer before the Bonds so signed shall have been authenticated and delivered by the Trustee, such Bonds may, nevertheless, be authenticated and delivered as herein provided, and may be issued as if the Persons who signed such Bonds had not ceased to hold such offices. Any Bond may be signed on behalf of the Issuer by such persons who at the time of the execution of such Bond shall hold the proper office of the Issuer, although at the date of such Bond such persons may not have been so authorized or have held such office.

(B) The Bonds shall bear a certificate of authentication, in the form set forth in Exhibit A attached hereto, executed manually by the Trustee. Only such Bonds as shall bear such certificate of authentication shall be entitled to any right or benefit under this Indenture, and no such Bond shall be valid or obligatory for any purpose until such certificate of authentication shall have been duly executed by the Trustee. Such certificate of the Trustee upon any such Bond executed on behalf of the Issuer shall be conclusive evidence that the Bond so authenticated has been duly authenticated and delivered under this Indenture and that the Owner thereof is entitled to the benefits of this Indenture.

Section 2.4. Exchangeability of Bonds. Subject to the provisions of Section 2.6 hereof, any Bond, upon surrender at the principal 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 2.6, be exchanged for an equal aggregate principal amount of fully registered Bonds of like maturity and interest rate of any other Authorized Denominations.

Section 2.5. Negotiability, Transfer and Registration. (A) Each Bond shall be transferable only upon the registration books of the Issuer, which shall be kept for that purpose by the Registrar, by the Owner in person or by its attorney duly authorized in writing, upon surrender thereof with a written instrument of transfer satisfactory to the Registrar, duly executed by the Owner or its duly authorized attorney. Upon the transfer of any such Bond, the Issuer shall issue in the name of the transferee a new Bond or Bonds in Authorized Denominations of like maturity, aggregate principal amount and interest rate.

(B) The Issuer and each Fiduciary may deem and treat the person in whose name any Bond shall be registered upon the registration books of the Issuer as the absolute owner of such

Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal and Redemption Price, if any, of and interest on, such Bond and for all other purposes, and all such payments so made to any such Owner or upon its order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the Issuer nor any Fiduciary shall be affected by any notice to the contrary.

Section 2.6. Provisions with Respect to Exchanges and Transfers. In all cases in which the privilege of transferring or exchanging Bonds is exercised, the Issuer shall execute and the Trustee shall authenticate and deliver Bonds in accordance with the provisions of this Indenture. All Bonds surrendered in any such exchanges shall forthwith be canceled by the Trustee. For any exchange or transfer of Bonds, whether temporary or definitive, the Issuer, the Trustee or the Registrar may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid. Neither the Trustee nor any Registrar shall be required to make any registration, transfer or exchange of any Bond after such Bond has been called for redemption or, in the case of any proposed redemption of Bonds, during the 15 days next preceding the date of first giving notice of such redemption.

Section 2.7. Bonds Mutilated, Destroyed, Stolen or Lost. In case any Bond shall become mutilated or be destroyed, stolen or lost, the Issuer shall execute, and thereupon the Trustee shall authenticate and deliver, a new Bond of like maturity, interest rate and principal amount as the Bonds so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Bond, upon surrender and cancellation of such mutilated Bond or in lieu of and substitution for the Bond destroyed, stolen or lost, upon filing with the Trustee evidence satisfactory to the Issuer and the Trustee that such Bond has been destroyed, stolen or lost and proof of ownership thereof, and upon furnishing the Issuer and the Trustee with indemnity satisfactory to them and complying with such other reasonable regulations as the Issuer or the Trustee may prescribe and paying such expenses as the Issuer and Trustee may incur. All Bonds so surrendered to the Trustee shall be canceled by the Trustee in accordance with Section 13.4 hereof. Any such new Bonds issued pursuant to this Section in substitution for Bonds alleged to be destroyed, stolen or lost shall constitute original additional contractual obligations on the part of the Issuer, whether or not the Bonds 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 Bonds 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 2.8. Temporary Bonds. (A) Until the definitive Bonds are prepared, the Issuer may execute, in the same manner as is provided in Section 2.3, and, upon the request of the Issuer, the Trustee shall authenticate and deliver, in lieu of definitive Bonds, but subject to the same provisions, limitations and conditions as the definitive Bonds except as to exchangeability, one or more temporary Bonds substantially of the tenor of the definitive Bonds in lieu of which such temporary Bond or Bonds are issued, in Authorized Denominations, and with such omissions, insertions and variations as may be appropriate to temporary Bonds. The Issuer shall prepare and execute and, upon the surrender of such temporary Bonds, the Trustee shall authenticate and, without charge to the Owner thereof, deliver in exchange therefor, definitive Bonds of like interest rate, maturity and aggregate principal amount as the temporary Bonds surrendered in Authorized

Denominations. Until so exchanged, the temporary Bonds shall in all respects be entitled to the same benefits and security as definitive Bonds authenticated and issued pursuant to this Indenture.

(B) The Owner of any temporary Bond or Bonds may, at its option, surrender the same to the Trustee in exchange for another temporary Bond or Bonds of like maturity, aggregate principal amount and interest rate of any Authorized Denominations, and thereupon the Issuer shall execute and the Trustee shall authenticate and, in exchange for the temporary Bond or Bonds so surrendered and upon payment of the taxes, fees and charges provided for in Section 2.6, shall deliver a temporary Bond or Bonds of like interest rate, maturity and aggregate principal amount in such other Authorized Denominations as shall be requested by such Owner.

(C) All temporary Bonds surrendered in exchange either for another temporary Bond or Bonds or for a definitive Bond or Bonds shall be forthwith canceled by the Trustee.

Section 2.9. Delivery of Bonds. Upon the execution and delivery of this Indenture, the Issuer shall execute and deliver to the Trustee and the Trustee shall authenticate the Bonds to be issued in the aggregate principal amount of \$186,565,000 and shall deliver them to or upon the order of the Issuer as hereinafter provided in this Section 2.9.

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

(i) copies, duly certified by the Secretary of the Board, of (1) the 2023 Authorization and (2) the Bond Resolution;

(ii) original executed counterparts of this Indenture and the Tax Agreement;

(iii) an Opinion of Bond Counsel as to the validity and the tax-exempt status of the interest on the Bonds;

(iv) an Opinion of Counsel for the Issuer in form and substance satisfactory to Bond Counsel and the initial purchasers of the Bonds (delivery of the Opinion of Bond Counsel required under (iii) above and the purchase price shall evidence that such Opinion of Counsel is satisfactory to Bond Counsel and the initial purchasers, respectively);

(v) a written direction from the Issuer to the Trustee requesting the Trustee to authenticate and deliver the Bonds upon payment to the Issuer of the sum specified in such written direction; and

(vi) such other instruments, documents and showings as may be required by the Issuer, the Trustee or Bond Counsel in connection with the issuance of the Bonds, which instruments, documents and showings shall be identified to the Trustee as required to be received by the Trustee prior to delivery of the Bonds.

The proceeds of sale of the Bonds shall be paid over to the Trustee and deposited to the credit of various funds as hereinafter provided under Article III hereof.

ARTICLE III

APPLICATION OF BOND PROCEEDS

The Issuer shall cause the deposit with the Trustee of \$207,159,059.62 of the proceeds of sale of the Bonds (reflecting the principal amount of \$186,565,000 plus net original issue premium received on the sale of the Bonds of \$22,303,798.50 and net of (i) the underwriters' discount of \$934,843.44, and (ii) the premium for the municipal bond insurance policy of \$774,895.44), together with \$1,405,553.59 from amounts in the bond fund for the Series 2013 Bonds, and the Trustee shall deposit such monies as follows:

- (i) \$208,035,270.35 to the credit of the Project Fund to be used by the Trustee to redeem all or a portion of the Series 2013 Bonds on April 23, 2024, which use shall include the purchase of Government Securities, as directed by the Issuer, to be held in the Project Fund and used by the Trustee, together with any amounts remaining in the Project Fund after such purchase, to pay the redemption price of such Series 2013 Bonds as provided in Section 5.2 hereof.
- (ii) \$529,342.86 to the credit of the Costs of Issuance Fund.

ARTICLE IV

REDEMPTION OF BONDS

Section 4.1. Optional Redemption of Bonds. The Bonds maturing on or after December 1, 2034 are subject to prior redemption at the option of the Issuer, in whole or in part, in such maturities, interest rates and principal amounts as the Issuer shall determine, in Authorized Denominations on any date on or after December 1, 2033, at the Redemption Price of par plus accrued and unpaid interest thereon to the date fixed for redemption.

Section 4.2. Intentionally Deleted.

Section 4.3. Redemption Procedures. (A) In the case of any redemption of Bonds at the option of the Issuer, the Issuer shall give written notice to the Trustee of its election or direction so to redeem, of the date fixed for redemption, and of the principal amount, maturity date and interest rate of the Bonds 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 4.4 provided, (i) there shall be paid on or prior to the specified redemption date to the Trustee an amount in cash and/or Government Obligations maturing on or before the specified redemption date that, together with other moneys, if any, available therefor held by the Trustee, will be sufficient to redeem all of the 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, segregated account for the benefit of the Owners of the Bonds so called for redemption, or (ii) such redemption notice given under Section 4.4 may state that any redemption is conditional on such

funds being deposited on the redemption date, and that failure to deposit such funds shall not constitute an Event of Default under this Indenture.

(B) *Intentionally Deleted.*

(C) Whenever less than all of the Bonds of like maturity and interest rate are redeemed, whether pursuant to mandatory sinking fund redemption, or optional redemption, the particular Bonds or portion thereof to be redeemed shall be selected as follows: (i) any Bond of a denomination of more than \$5,000 shall be in the principal amount of an Authorized Denomination and (ii) in selecting portions of such Bonds for redemption, the Trustee shall treat each such Bond as representing that number of Bonds of denominations of \$5,000 which is obtained by dividing the principal amount of such Bond to be redeemed, in part by \$5,000. If all Bonds are held in book-entry only form, the particular Bonds or portions thereof to be redeemed shall be selected by the securities depository for the Bonds in such manner as such securities depository shall determine.

Section 4.4. Notice of Redemption. When the Trustee shall receive notice from the Issuer of its election to redeem Bonds pursuant to Section 4.1, the Trustee shall give notice, in the name of the Issuer, of the redemption of such Bonds, which notice shall specify the maturities and interest rates to be redeemed, the date fixed for redemption and the place or places where amounts due upon such date fixed for redemption will be payable and, if less than all of the Bonds of like maturity and interest rate are to be redeemed, the letters and numbers or other distinguishing marks of such Bonds so to be redeemed, and, in the case of 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 whether the redemption is conditioned upon sufficient moneys being available on the redemption date, or any other conditions. Such notice shall further state that on such date there shall become due and payable the Redemption Price of each Bond to be redeemed, or the Redemption Price of the specified portions of the principal thereof in the case of Bonds to be redeemed in part only, together with interest accrued to the 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 less than 30 days and not more than 60 days before the date fixed for redemption to the Owners of the Bonds to be redeemed at their addresses as shown on the registration books of the Issuer maintained by the Registrar; *provided*, that if all Bonds are held in book-entry only form, such notice may be given pursuant to the then-existing agreement with the securities depository for the Bonds. The failure of the Trustee to give notice to an Owner of any Bond or any defect in such notice shall not affect the validity of the redemption of any other Bonds as to which proper notice was given.

Section 4.5. Payment of Redeemed Bonds. Notice having been given in the manner provided in Section 4.4, the Bonds or portions thereof so called for redemption shall become due and payable on the date fixed for redemption at the Redemption Price therein specified and, upon presentation and surrender thereof at any place specified in such notice, such Bonds, or portions thereof, shall be paid at said Redemption Price, plus interest accrued and unpaid to such date. If there shall be called for redemption less than all of a Bond, the Issuer shall execute and the Trustee shall authenticate and deliver, upon the surrender of such Bond, without charge to the Owner thereof, for the unredeemed balance of the principal amount of the Bond so surrendered, fully

registered Bonds of like maturity and interest rate in any Authorized Denominations; *provided*, that such exchange need not be made with respect to any Bonds in book-entry only form held by the Trustee pursuant to an agreement with the securities depository for the Bonds. If, on the date fixed for redemption, moneys for the redemption of all of the Bonds, or portions thereof, of any like maturity and interest rate to be redeemed, together with interest to such date, shall be held by the Trustee so as to be available therefor on said date and if notice of redemption shall have been given as aforesaid, then, from and after the date fixed for redemption, interest on such Bonds or portions thereof called for redemption shall cease to accrue and become payable. If said moneys shall not be so available on the date fixed for redemption, such Bonds or portions thereof shall continue to bear interest until paid at the same rate as they would have borne had they not been called for redemption.

ARTICLE V

REVENUES AND ESTABLISHMENT OF FUNDS AND APPLICATIONS THEREOF

Section 5.1. The Pledge Effected by this Indenture. (A) There are hereby pledged for the payment of the principal and Redemption Price of, and interest on, the Bonds in accordance with their 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.

(B) Pursuant to Section 13 of the Debt Reform Act, the moneys, securities and properties hereby pledged and received by the Issuer, 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 Issuer, irrespective of whether such parties have notice hereof.

(C) The Bonds do not represent or constitute a debt of the Issuer within the meaning of any constitutional or any statutory limitation unless the Pledged Taxes shall have been extended for collection, in which case the Outstanding Bonds shall to the extent required by law be included in the computation of indebtedness of the Issuer for purposes of all statutory provisions or limitations until such time as an audit of the Issuer shows that the Bonds have been paid from the Pledged Revenues for a complete fiscal year of the Issuer.

Section 5.2. Establishment of Project Fund. (A) The Project Fund is hereby established with the Trustee to be held and applied in accordance with the terms and provisions of this Indenture for the purpose of redeeming the Series 2013 Bonds maturing on the dates and in the principal amounts described in paragraph (B) below. There shall be paid into the Project Fund the amount required to be so paid by the provisions of Article III of this Indenture.

(B) Moneys on deposit in the Project Fund will be used by the Trustee, in connection with the Refunding, to purchase Government Obligations (at the direction of the Issuer) to be held

therein and, upon maturity, used, together with any remaining moneys on deposit therein, to pay the redemption price of the following Series 2013 Bonds, on April 23, 2024:

<u>Maturity Date</u>	<u>Principal Amount</u>
12/1/2024	\$ 6,095,000
12/1/2025	6,400,000
12/1/2026	6,735,000
12/1/2027	7,090,000
12/1/2028	7,465,000
12/1/2029	7,855,000
12/1/2030	8,270,000
12/1/2031	8,700,000
12/1/2032	9,160,000
12/1/2033	9,640,000
12/1/2038	26,290,000
12/1/2038	30,000,000
12/1/2043	72,855,000

Section 5.3. Establishment of Debt Service Fund and Accounts. The Debt Service Fund and the following Accounts within the Debt Service Fund are hereby established with the Trustee to be held and applied in accordance with the provisions of this Indenture:

- (i) Pledged Revenues Account;
- (ii) Pledged Taxes Account; and
- (iii) Bond Payment Account, consisting of (1) the Interest Sub-Account, (2) the Capitalized Interest Sub-Account and (3) the Principal Sub-Account.

Section 5.4. Debt Service Fund.

(A) *Pledged Revenues Account.* The Trustee shall deposit to the credit of the Pledged Revenues Account any amounts paid by the Issuer to the Trustee from time to time with written instructions for such deposit.

On or prior to each Deposit Date, the Issuer shall deposit to the credit of the Pledged Revenues Account such amounts derived from Pledged Revenues as shall be necessary and sufficient to cause the amount on deposit in said Account to equal, when combined with amounts then on deposit in the Pledged Revenues Account, the Annual Debt Service Requirement for such Bond Year. The Issuer shall make the deposits required pursuant to this paragraph on such earlier date as may be necessary in the future to permit the Issuer to make the abatement of taxes described in the preceding sentence.

On or before February 16th of each year, whenever funds are on deposit in the Pledged Revenues Account in an amount sufficient to meet the requirement of the preceding paragraph, the Trustee shall deliver to the Issuer a notice evidencing the sufficiency of such deposit for said

purpose and directing the Issuer to take such actions as are necessary to abate the Pledged Taxes with respect to the Bonds in the form attached hereto as Exhibit B entitled "Notice Regarding Sufficiency of Pledged Revenues." The Issuer shall, pursuant to Section 7.6(B) hereof, take such actions as are necessary to abate in full the Pledged Taxes levied for the calendar year next preceding the calendar year of such Deposit Date.

In the event that on any Deposit Date there is not on deposit to the credit of the Pledged Revenues Account an amount sufficient to satisfy the Annual Debt Service Requirement, the Issuer shall, pursuant to Section 7.6(D) hereof, take such actions as are necessary to cause the extension of the Pledged Taxes levied for the calendar year next preceding the calendar year of such Deposit Date in an amount sufficient, when added to the amount then on deposit in the Pledged Revenues Account, to provide funds sufficient to satisfy the Annual Debt Service Requirement for such Bond Year.

All amounts on deposit in the Pledged Revenues Account on December 2nd of each Year, following the transfers required to be made to the Bond Payment Account pursuant to paragraph (C) of this Section, shall be withdrawn from such Account and paid to the Issuer free and clear of the lien of this Indenture without further written direction.

(B) *Pledged Taxes Account.* As described in Section 7.6(A) hereof, the Issuer has directed the County Collectors to deposit all collections of the Pledged Taxes, if and when extended for collection, directly with the Trustee for application in accordance with the provisions of this Indenture. All Pledged Taxes received by the Trustee shall be (i) deposited promptly upon receipt into the Pledged Taxes Account and (ii) applied to the payment of the interest on and principal of the Bonds due during the Year in which said Pledged Taxes are collected. All amounts remaining in the Pledged Taxes Account on December 2nd of any Year shall be transferred to the Issuer and the Issuer shall deposit such moneys into the Education Fund of the Issuer or such other fund of the Issuer supported by a tax levy as directed by the Chief Financial Officer and apply such moneys to the abatement of the first tax levy supporting such fund for which the County Clerks will accept an abatement.

(C) *Bond Payment Account.* The Trustee shall deposit to the credit of the Interest Sub-Account and the Principal Sub-Account any amounts directed in writing by the District to be deposited into either such Sub-Account. The Trustee shall also transfer, from time to time, to the credit of the Interest Sub-Account and the Principal Sub-Account all other amounts so directed in writing by the District to be transferred into either such Sub-Account.

There shall be transferred *first* from moneys on deposit in the Pledged Taxes Account, and *second* from moneys on deposit in Pledged Revenues Account: (i) first, to the Interest Sub-Account on or before each Interest Payment Date for any of the Outstanding Bonds, the amount required for the interest payable on such date, less the amount then on deposit in the Interest Sub-Account and available for such payment; and then (ii) pro rata, to the Principal Sub-Account on or before each December 1st an amount equal to the principal amount of the Outstanding Bonds that mature on such date, in each case less the amount then on deposit in the Principal Sub-Account and available for such payments.

The Trustee shall pay to the respective Paying Agents in immediately available funds on or before each date on which interest or principal is due on the Bonds the respective amounts on deposit in the Interest Sub-Account and the Principal Sub-Account described in clauses (i) and (ii) above necessary to pay such debt service. Such amounts shall be paid to the Owners of the Outstanding Bonds by the Paying Agents for the aforesaid purposes on the due dates thereof.

(D) *Intentionally Deleted.*

(E) *Issuer Payments to Cure Deficiencies.* If on any Interest Payment Date the amount held in the Interest Sub-Account is less than the interest payable on the Outstanding Bonds on such Interest Payment Date, then the Issuer shall immediately pay over to the Trustee for deposit to the credit of the Interest Sub-Account, the sum required to cure such deficiency. If on any December 1st, the amount held in the Principal Sub-Account is less than the sum of the principal amount of the Outstanding Bonds that mature on such December 1st and the amount required to pay the Redemption Price of Outstanding Bonds required to be redeemed on that December 1st by the application of sinking fund installments pursuant to Section 4.2 hereof, then the Issuer shall immediately pay over to the Trustee for deposit to the credit of the Principal Sub-Account, the sum required to cure such deficiency.

Section 5.5. Purchase of Term Bonds for Cancellation. On or before the 60th day next preceding any mandatory sinking fund redemption date for Term Bonds, at the written direction of the Chief Financial Officer, moneys held in the Pledged Revenues Account or the Pledged Taxes Account for the mandatory sinking fund redemption of Term Bonds on such date may be applied to the purchase of Term Bonds subject to mandatory sinking fund redemption on such date in a principal amount not exceeding the principal amount of Term Bonds subject to mandatory redemption on such date. Term Bonds so purchased shall be delivered to the Trustee and canceled. Each such Term Bond or portion thereof so purchased, delivered and canceled shall be credited against the mandatory sinking fund redemption obligation of the Issuer on such date.

The purchase price paid by the Trustee (excluding accrued but unpaid interest but including any brokerage or other charges) for any Term Bond shall not exceed the principal amount of the Term Bond and shall be paid first from the Pledged Taxes Account, to the extent of any amount then held therein, and then from the Pledged Revenues Account.

Subject to the limitations set forth in this Section, the provisions of any Forward Supply Contract relating to the investment of moneys in the Debt Service Fund, and to the further requirement that no Term Bond may be purchased during any period in which the aggregate sum held in the Debt Service Fund is less than the principal of and interest on the Term Bonds to become due on or prior to the next December 1st, the Trustee shall purchase Term Bonds at such times, for such prices, in such amounts and in such manner (whether after advertisement for tenders or otherwise) as directed in writing by the Chief Financial Officer of the Issuer.

Accrued but unpaid interest on the Term Bonds purchased pursuant to this Section shall be paid first from the Pledged Taxes Account, to the extent of any amount then held therein, and then from the Pledged Revenues Account.

Section 5.6. Establishment of Costs of Issuance Fund. The Costs of Issuance Fund is hereby established with the Trustee to be held and applied in accordance with the terms and provisions of this Indenture. There shall be paid into the Costs of Issuance Fund the amount required to be so paid by the provisions of Article III and such funds as may be deposited therein from time to time by the Board at its option.

Moneys on deposit in the Costs of Issuance Fund will be paid out from time to time by the Trustee to or upon the order of the Issue in order to provide for the payment or to reimburse the Board for the payment of costs of issuance of the Bonds. 120 days after the date of issuance, the balance in the Costs of Issuance Fund shall be deposited into such accounts of the Debt Service Fund as shall be directed by the Issuer.

The Trustee shall rely fully on any certificate of an Authorized Officer of the Issuer as to the application of moneys held in the Costs of Issuance Fund and shall not be required to make any investigation in connection therewith.

ARTICLE VI

INVESTMENT OF FUNDS

Section 6.1. Investment of Moneys. (A) Moneys held in the several Accounts and Sub-Accounts of the Debt Service Fund shall be invested and reinvested by the Trustee at the written direction of a Designated Official in Investment Securities within the parameters of this Indenture that mature no later than necessary to provide moneys when needed for payments to be made from such Fund or Account. If the Issuer fails to provide written direction concerning the investment of moneys in any of the funds and accounts of the Debt Service Fund, the Trustee shall hold such moneys as uninvested cash. The Trustee shall not be under any liability for interest on any moneys held uninvested in accordance with the preceding sentence. 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 Trustee shall comply with the terms and provisions of any such Forward Supply Contract in reliance upon the written authorization of the Issuer to enter into or comply with any such Forward Supply Contract. The Trustee shall have no duty or obligation to confirm that any such forward supply contract meets the requirements of the definition of Forward Supply Contract in Article I hereof. The Trustee may make any and all such investments through its trust department or the bond department of any bank (including the Trustee) or trust company under common control with the Trustee. All investment income shall be retained in the Fund or Account to which the investment is credited from which such income is derived.

(B) The Issuer acknowledges that all investment directions provided to the Trustee by the Designated Official are required to be consistent with the expectations expressed in the Tax Agreement.

(C) The Trustee may trade with itself in the purchase and sale of securities for such investment. The Trustee shall not be liable or responsible for the performance or adverse consequences of any investment made pursuant to this Section. Although the Issuer recognizes

that it may obtain a broker confirmation or written statement containing comparable information at no additional cost, the Issuer hereby agrees that confirmations of Investment Securities are not required to be issued by the Trustee for each month in which a monthly statement is rendered. No statement need be rendered for any fund or account if no activity occurred in such fund or account during such month.

(D) The Trustee may conclusively rely upon the Designated Official's written instructions as to investments in Investment Securities. Ratings of Investment Securities shall be determined at the time of initial purchase of such Investment Securities and the Trustee shall have no responsibility to monitor the ratings of Investment Securities after the initial purchase of such Investment Securities.

(E) The Trustee may elect, but shall not be obligated, to credit the funds and accounts held by it with moneys representing income or principal payments due on, or sales proceeds due in respect of, Investment Securities in such funds and accounts, or to credit to Investment Securities intended to be purchased with such moneys, in each case before actually receiving the requisite moneys from the payment source, or to otherwise advance funds for account transactions. The Issuer acknowledges that the legal obligation to pay the purchase price of any Investment Securities arises immediately at the time of the purchase. Any such crediting of funds or assets shall be provisional in nature, and the Trustee shall be authorized to reverse any such transactions or advances of funds in the event that it does not receive good funds with respect thereto, and nothing in this Indenture shall constitute a waiver of any of the Trustee's rights as a securities intermediary under Uniform Commercial Code §9-206.

Section 6.2. Valuation and Sale of Investments. (A) Investment Securities in any Fund, Account or Sub-Account created under the provisions of this Indenture shall be deemed at all times to be part of such Fund, Account or Sub-Account and any profit realized from the liquidation of such investment shall be credited to such Fund, Account or Sub-Account and any loss resulting from liquidation of such investment shall be charged to such Fund, Account or Sub-Account.

(B) Valuations of Investment Securities held in the Funds, Accounts and Sub-Accounts established hereunder shall be made by the Trustee when required pursuant to the terms of this Indenture or as requested by the Issuer to determine the amounts held therein; provided the Issuer shall request any such valuations no more than monthly. In computing the amounts in such Funds, Accounts and Sub-Accounts, Investment Securities therein shall be valued as provided in paragraph (C) of this Section 6.2.

(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; provided that the Issuer acknowledges and agrees that the Trustee shall (i) only be required to report the value of any assets on statements, books, and records according to the price provided by pricing services and sources relied upon by the Trustee, and (ii) not have any duty to independently value any asset or an obligation to report a value other than the price provided by pricing services and sources relied upon by Trustee.

(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, Account or Sub-Account held by the Trustee whenever it shall be necessary to provide moneys to meet any payment or transfer from such Fund, Account or Sub-Account as the case may be.

ARTICLE VII

PARTICULAR COVENANTS AND REPRESENTATIONS OF THE ISSUER

Section 7.1. Payment of Bonds. (A) The Issuer covenants and agrees that it will pay or cause payment to be made of the principal of every Outstanding Bond and the interest thereon, at the places, on the dates and in the manner provided in this Indenture and in the Bonds.

(B) Once issued, the Bonds shall be at all times an Outstanding general obligation of the Issuer, for the payment of which its full faith and credit are pledged, and shall be payable from, in addition to the Pledged Revenues, the Pledged Taxes, as described herein.

(C) If the maturity of any Bond or installment of interest shall be extended pursuant to the written consent of the Owner thereof, such Bond 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 Bond or installment of interest) until the prior payment of the principal of all Bonds Outstanding the maturity of which has not been extended and of such portion of the accrued but unpaid interest on the Bonds as shall not be represented by such extended claims for interest.

Section 7.2. Further Assurance. The Issuer covenants that it will, 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 Revenues, the Pledged Taxes and other moneys, securities and funds hereby pledged or assigned, or which the Issuer may become bound to pledge or assign.

Section 7.3. Power to Issue Bonds and Pledge Trust Estate. The Issuer hereby represents that it is duly authorized under all applicable laws to issue the Bonds, to execute and deliver this Indenture, to pledge the Pledged Revenues, the Pledged Taxes and other moneys, securities and funds pledged by this Indenture and to grant the lien granted by this Indenture thereon in the manner and to the extent provided in this Indenture. Except for the pledge of and lien on the Pledged Revenues securing the Bonds, any Unrefunded Series 2013 Bonds and the Series 2017 Bonds and except as provided in Section 7.4(B) hereof with respect to future parity pledges of the Pledged Revenues, the Pledged Taxes and other moneys, securities and funds so pledged, and subject to such liens, the Issuer represents and covenants that such Pledged Revenues, the Pledged Taxes and other moneys, securities and funds are and will be free and clear of any pledge, lien, charge or encumbrance thereon or with respect thereto prior to, or of equal rank with, the pledge and lien created by this Indenture, and all action on the part of the Issuer to that end has been and will be duly and validly taken. The Bonds and the provisions of this Indenture are and will be

valid and legally enforceable obligations of the Issuer 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 Issuer covenants that upon the date of issuance of any of the Bonds, 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 Bonds shall exist, have happened and have been performed. The Issuer covenants that it will at all times, to the extent permitted by law, defend, preserve and protect the pledge of and lien on the Pledged Revenues, Pledged Taxes and other moneys, securities and funds pledged under this Indenture and all the rights of the Owners in and to such Pledged Revenues, the Pledged Taxes and other moneys, securities and funds pledged under this Indenture against all claims and demands.

Section 7.4. Indebtedness and Liens. (A) The Issuer covenants that, except as provided in paragraphs (B) and (C) of this Section 7.4, it will not hereafter issue any bonds or other evidences of indebtedness, other than the Bonds, which are secured by a pledge of or lien on the Pledged Revenues, the Pledged Taxes or the moneys, securities or funds held or set aside by the Issuer or by the Trustee under this Indenture, and shall not, except as expressly authorized in this Indenture, create or cause to be created any lien or charge on the Pledged Revenues, the Pledged Taxes or such moneys, securities or funds.

(B) The Issuer reserves the right to issue Additional Bonds from time to time payable from all or any portion of the Pledged Revenues in addition to any other source of revenues that may be pledged under the Debt Reform Act, and any such Additional Bonds shall share ratably and equally in such Pledged Revenues with the Bonds, any Unrefunded Series 2013 Bonds and the Series 2017 Bonds; *provided, however*, that no Additional Bonds shall be issued except in accordance with the provisions of the Debt Reform Act as in existence on the date of issuance of the Additional Bonds.

(C) The Issuer reserves the right to issue bonds or other evidences of indebtedness payable from all or a portion of the Pledged Revenues subordinate to the Bonds and any Additional Bonds ("*Subordinate Obligations*"). Such Subordinate Obligations will be paid from such Pledged Revenues available to the Issuer in each year in excess of those required to be deposited in the Pledged Revenues Account hereunder during such Year.

Section 7.5. Covenants Regarding Pledged Revenues. Pursuant to Section 15(e) of the Debt Reform Act, the Issuer hereby covenants, so long as there are any Outstanding Bonds, to provide for, collect and apply the Pledged Revenues sufficient for the payment of the Bonds, any Unrefunded Series 2013 Bonds and the Series 2017 Bonds and the provision of not less than an additional .25 times annual debt service on the Bonds, any Unrefunded Series 2013 Bonds and the Series 2017 Bonds and further to establish annually a schedule of Tuition and Fee Revenues sufficient, together with State Grant Revenues, for the payment of the Bonds, any Unrefunded Series 2013 Bonds and the Series 2017 Bonds and the provision of not less than an additional .25 times annual debt service on the Bonds, any Unrefunded Series 2013 Bonds and the Series 2017 Bonds. The Issuer also covenants that the Issuer and its officers will comply with all present and future applicable laws in order to assure that the Pledged Revenues may be received, allocated and paid to the Issuer for application as herein provided.

Section 7.6. Covenants Regarding Pledged Taxes. (A) The Issuer hereby represents that it has directed the County Collectors to deposit all collections of the Pledged Taxes, if and when extended for collection, directly with the Trustee for application in accordance with the provisions of this Indenture. The Issuer covenants that, as long as any of the Bonds remain Outstanding, it will not modify or amend such direction, 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 Trustee of less than all of the Pledged Taxes to be collected in any Year.

(B) As described in Section 5.4(A) hereof, the Issuer shall direct such abatement of the Pledged Taxes in whole or in part only as shall be required by said Section, and proper notification of any such abatement shall be filed with (i) the County Clerks, in a timely manner to effect such abatement, and (ii) the County Collectors, so as to advise such officers of the amount of the Pledged Taxes to be extended for the relevant levy year.

(C) The Issuer hereby covenants that, as long as there are any Outstanding Bonds, the Issuer and its officers will comply with all present and future applicable laws in order to ensure that the Pledged Taxes may be levied and extended and collected and deposited to the Pledged Taxes Account as described herein.

(D) In furtherance of the general obligation, full faith and credit promise of the Issuer to pay the principal and Redemption Price of and interest on the Bonds, as described in Section 7.1(A) and (B) hereof, the Issuer hereby covenants that it will take all actions necessary to (i) cause the levy and extension of Pledged Taxes, including any Pledged Taxes required to be levied in excess of those levied pursuant to the Bond Resolution, for collection on a timely basis to make all such payments and (ii) to cause such Pledged Taxes when extended for collection to be deposited directly with the Trustee for application pursuant to this Indenture.

Section 7.7. Accounts and Reports. The Issuer hereby covenants that it will 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 Revenues, the Pledged Taxes and the Funds, Accounts and Sub-Accounts established by this Indenture, and which, together with all other books and financial records of the Issuer, shall at all reasonable times be available for the inspection of the Trustee and the Owners of not less than twenty-five percent in aggregate principal amount of Outstanding Bonds or their representatives duly authorized in writing.

Section 7.8. Tax Covenants. The Issuer hereby covenants that it will not take, or omit to take, any action lawful and within its power to take, which action or omission would cause interest on any Bond to become subject to federal income taxes in addition to federal income taxes to which interest on such Bond is subject on the date of original issuance thereof.

The Issuer shall not permit any of the proceeds of the Bonds, or any facilities financed with such proceeds, to be used in any manner that would cause any Bond to constitute a "private activity bond" within the meaning of Section 141 of the Code. The Issuer shall not permit any of the

proceeds of the Bonds or other moneys to be invested in any manner that would cause any Bond to constitute an “arbitrage bond” within the meaning of Section 148 of the Code or a “hedge bond” within the meaning of Section 149(g) of the Code. The Issuer shall comply with the provisions of Section 148(f) of the Code relating to the rebate of certain investment earnings at periodic intervals to the United States of America.

ARTICLE VIII

DEFAULTS AND REMEDIES OF OWNERS

Section 8.1. Events of Default. Each of the following events is hereby declared to be an “Event of Default”:

(A) If a default shall occur in the due and punctual payment of interest on any Bond when and as such interest shall become due and payable;

(B) If a default shall occur in the due and punctual payment of the principal or Redemption Price of any Bond when and as the same shall become due and payable, whether at maturity or by call for redemption or otherwise;

(C) If a default shall occur in the performance or observance by the Issuer of any other of the covenants, agreements or conditions in this Indenture or in the Bonds contained, and such default shall continue for a period of 60 days after written notice thereof to the Issuer by the Trustee or after written notice thereof to the Issuer and to the Trustee by the Owners of not less than 25% in aggregate principal amount of the Outstanding Bonds, *provided* that if the nature of the default is such that it cannot be cured within the 60-day period but can be cured within a longer period, no event of default shall occur if the Issuer institutes corrective action within the 60-day period and diligently pursues such action until the default is corrected (*provided* such default is correctable) and provides the Trustee with a certification to that effect; or

(D) If the Issuer 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.

Section 8.2. Proceedings Brought by Trustee. (A) If an Event of Default shall happen and shall not have been remedied, then and in every such case, the Trustee, by its agents and attorneys, may proceed, and upon identical written request of the Owners of not less than 25% in aggregate principal amount of the Bonds Outstanding and upon being indemnified to its satisfaction shall proceed, to protect and enforce its rights and the rights of the Owners of the Bonds under the Bonds on 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 Issuer as if the Issuer 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 enforcing any of the rights on interests of the Owner of the Bonds under the Bonds on this Indenture.

(B) All rights of action under this Indenture may be enforced by the Trustee without the possession of any of the Bonds or the production thereof 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 Issuer 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 Bonds 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 of 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 25% in aggregate principal amount of the Bonds then Outstanding and furnished with reasonable security and indemnity, 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 moneys, securities, funds, Pledged Revenues and Pledged Taxes and the income therefrom (other than any amounts not constituting part of the Trust Estate) as follows and in the following order:

(i) 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 and the creation of a reasonable reserve for anticipated fees, costs and expenses; and

(ii) To the payment of the principal of, Redemption Price and interest on the Bonds then due, as follows:

First: to the payment to the Persons entitled thereto of all installments of interest then due on the Bonds in the order of the maturity of such installments, together with accrued and unpaid interest on the Bonds theretofore called for

redemption, and, if the amount available shall not be sufficient to pay in full any installment or installments 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; and

Second: to the payment to the Persons entitled thereto of the unpaid principal or Redemption Price of any Bonds which shall have become due, whether at maturity or by call for redemption and, if the amount available shall not be sufficient to pay in full all the Bonds due on any date, then to the payment thereof ratably, according to the amounts of principal or Redemption Price due on such date, to the Persons entitled thereto, without any discrimination or preference.

(H) If and whenever all overdue installments of principal and Redemption Price of and interest on all Bonds, together with the reasonable and proper charges and expenses of the Trustee, and all other overdue sums payable by the Issuer under this Indenture, including the overdue principal and Redemption Price of and accrued unpaid interest on all Bonds held by or for the account of the Issuer, or provision satisfactory to the Trustee shall be made for such payment, and all defaults under this Indenture or the Bonds 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 Issuer 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 Issuer, the Trustee and the Owners shall be restored, respectively, to their former positions and rights under this Indenture. No such payment to the Issuer by the Trustee nor such restoration of the Issuer 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 holder of any Bond until such Bond shall be presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

Section 8.3. Restriction on Owners' Actions. (A) No Owner of any Bond 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 25% in aggregate principal amount of the Bonds then Outstanding shall have filed a written request

with the Trustee, and shall have offered it reasonable opportunity either to exercise the powers granted in this Indenture or by the laws of the State 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 60 days after receipt by it of such notice, request and offer of indemnity, it being understood and intended that no one or more Owners of Bonds shall have any right in any manner whatever by its or their action to affect, disturb or prejudice the pledge created by this Indenture or to enforce any right under this Indenture, except in the manner 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 Bonds.

(B) Nothing in this Indenture or in the Bonds contained shall affect or impair the general obligation of the Issuer to pay at the respective dates of maturity and places therein expressed the principal of and interest on the Bonds to the respective Owners thereof, or affect or impair the right of action of any Owner to enforce such payment of its Bond from the sources provided herein.

Section 8.4. Remedies Conferred By the Debt Reform Act. The Issuer and the Trustee each acknowledge that Section 15(e) of the Debt Reform Act provides that all covenants of the Issuer relating to the issuance of the Bonds as Alternate Bonds pursuant to Section 15 of the Debt Reform Act and the conditions and obligations imposed by said Section 15 are enforceable by any Owner of the Bonds, any taxpayer of the Issuer and the people of the State acting through the Attorney General of the State or any designee, and in the event that any such action results in an order finding that the Issuer has not properly collected and applied the Pledged Revenues or Pledged Taxes as required by the Debt Reform Act, the plaintiff in any such action shall be awarded reasonable attorneys' fees.

Section 8.5. 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 8.6. Effect of Waiver and Other Circumstances. (A) 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.

(B) The Owners of not less than a majority in aggregate principal amount of the Bonds at the time Outstanding, or their attorneys-in-fact duly authorized, may, on behalf of the Owners of all of the Bonds, waive any past default under this Indenture and its consequences, except a default in the payment of interest on or principal or Redemption Price of any of the Bonds when due. No such waiver shall extend to any subsequent or other default or impair any right consequent thereon.

ARTICLE IX

REGARDING THE FIDUCIARIES

Section 9.1. 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 Issuer agrees and the respective Owners of the 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 this Indenture and no implied covenants or obligations shall be read into this Indenture against the Trustee.

Section 9.2. Paying Agents; Appointment and Acceptance of Duties. (A) The Trustee is hereby appointed Paying Agent for the Bonds. The Issuer may at any time or from time to time appoint one or more other Paying Agents having the qualifications set forth in Section 9.14 for a successor Paying Agent.

(B) 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 Issuer and to the Trustee a written acceptance thereof.

(C) Unless otherwise provided, the principal or corporate trust offices of the Paying Agents are designated as the respective offices or agencies of the Issuer for the payment of the principal or Redemption Price of the Bonds.

Section 9.3. Registrar; Appointment and Acceptance of Duties. (A) The Trustee is hereby appointed Registrar for the Bonds. The Issuer may at any time or from time to time appoint one or more other Registrars having the qualifications set forth in Section 9.15 for a successor Registrar.

(B) 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 Issuer and to the Trustee a written acceptance thereof.

Section 9.4. Responsibilities of Fiduciaries. (A) The recitals of fact herein and in the Bonds contained shall be taken as the statements of the Issuer 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 Bonds 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 authentication certificate on the Bonds. No Fiduciary shall be under any responsibility or duty with respect to the application of any moneys paid to the Issuer 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. 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 gross 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 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 Bonds 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 holders of 25% in aggregate principal amount of the Bonds.

(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, bond, 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 Issuer, 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 Section 9.6, such reasonable compensation as it deems proper to all such agents and attorneys reasonably employed or retained by it, and the Trustee shall not be responsible for any misconduct or negligence of any agent or attorney appointed with due care by it.

Section 9.5. Evidence on Which Fiduciaries May Act. (A) Each Fiduciary shall be protected in acting or the refraining from acting upon any notice, resolution, request, consent, order, certificate, report, opinion (including a Counsel's Opinion), bond 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 Issuer 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 Bonds, each representing less than a majority in aggregate principal amount of the Bonds 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, including funds transfer instructions, pursuant to this Indenture sent by Electronic Means; provided, however, that the Issuer shall provide to the Trustee an incumbency certificate listing designated persons authorized to provide such instructions ("*Authorized Officers*"), which incumbency certificate shall be amended whenever a person is to be added or deleted from the listing. As used in this paragraph, "*Electronic Means*" means a portable document format ("*pdf*") or other replicating image attached to an unsecured email, facsimile transmission, secure electronic transmission (containing applicable authorization codes, passwords and/or authentication keys issued by the Trustee), or another method or system specified by the Trustee as available for use in connection with its services hereunder. If the Issuer elects to give the Trustee instructions by Electronic Means and the Trustee in its discretion elects to act upon such instructions, the Trustee's understanding of such instructions shall be deemed controlling. The Issuer agrees that the Trustee cannot determine the identity of the actual sender of such instructions and that the Trustee shall conclusively presume that instructions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Trustee have been sent by such Authorized Officer. The Issuer shall be responsible for ensuring that only Authorized Officers transmit such instructions to the Trustee, and the Issuer and the Authorized Officers are responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and authentication keys provided by the Trustee, if any. 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 delivered by other means. The Issuer agrees (i) to assume all risks arising out of the use of such Electronic Means to submit instructions and direction 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; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting instructions to the Trustee and that there may be more secure methods of transmitting instructions than the use of Electronic Means; (iii) that the security procedures (if any) to be followed in connection with its transmission of instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) that it will notify the Trustee immediately upon learning of any compromise or unauthorized use of the security procedures.

Section 9.6. Compensation. Unless otherwise determined by contract between the Issuer and each Fiduciary, the Issuer shall pay to each Fiduciary from time to time reasonable compensation as may be mutually agreed upon by the Issuer and the Fiduciary for all services rendered under this Indenture.

Section 9.7. Certain Permitted Acts. Any Fiduciary may become the Owner of any Bonds, with the same rights it would have if it were not a Fiduciary. 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 Bonds or this Indenture, whether or not any such committee shall represent the Owners of a majority in aggregate principal amount of the Bonds then Outstanding.

Section 9.8. 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 60 days written notice to the Issuer, all Owners of the Bonds 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 Issuer or the Owners as provided in Section 9.10 and 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 60 days following the giving of notice, then the Trustee shall be authorized to petition any court of competent jurisdiction, at the expense of the Issuer, to appoint a successor Trustee as provided in Section 9.10 hereof.

Section 9.9. 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 Issuer 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 Issuer only with the written concurrence of the Owners of a majority in aggregate principal amount of Bonds then Outstanding (excluding any Bonds held by or for the account of the Issuer). The Trustee may be removed at any time by the Owners of a majority in aggregate principal amount of the Bonds then Outstanding, excluding any Bonds held by or for the account of the Issuer, 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 Issuer. Copies of each such instrument shall be delivered by the Issuer to each Fiduciary.

Section 9.10. 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 Issuer shall appoint a successor Trustee. The Issuer shall cause notice of any such appointment made by it to be mailed to all Owners of the Bonds.

(B) If no appointment of a Trustee shall be made by the Issuer within 60 days following such resignation or removal pursuant to the foregoing provisions of this Section 9.10, the Trustee

or the Owner of any Bond Outstanding hereunder may apply to any court of competent jurisdiction, at the expense of the Issuer, 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, trust company or national banking association, doing business and having a corporate trust office in the United States of America, 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.

Section 9.11. 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 Issuer, 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 Issuer 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 Issuer 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 Issuer. Any such successor Trustee shall promptly notify any other Paying Agent or Registrar of its appointment as Trustee.

Section 9.12. 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 9.13. Adoption of Authentication. In case any of the Bonds shall have been authenticated but not delivered, any successor Trustee may adopt the certificate of authentication of any predecessor Trustee so authenticating such Bonds and deliver such Bonds so authenticated; and in case any of the said Bonds shall not have been authenticated, any successor Trustee may authenticate such Bonds in the name of the predecessor Trustee or in its own name.

Section 9.14. Resignation or Removal of Paying Agent and Appointment of Successor.

(A) Any Paying Agent may at any time resign and be discharged of the duties and obligations imposed upon it by this Indenture by giving at least 60 days written notice to the Issuer and the other Fiduciaries. Any Paying Agent may be removed at any time by an instrument signed by a Designated Official and filed with such Paying Agent and the Trustee. Any successor Paying Agent shall be appointed by the Issuer and shall be a bank or trust company organized under the laws of any state of the United States or a national banking association, having capital stock 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.

(B) In the event of the resignation or removal of any Paying Agent, such Paying Agent shall pay over, assign and deliver any moneys held by it as Paying Agent to its successor, or if there be no successor, to the Trustee and shall be subject to audit of all of its books, records and accounts with respect to the Bonds. In the event that for any reason there shall be a vacancy in the office of any Paying Agent, the Trustee shall act as such Paying Agent.

Section 9.15. Resignation or Removal of Registrar and Appointment of Successor.

(A) Any Registrar may at any time resign and be discharged of the duties and obligations imposed upon it by this Indenture by giving at least 60 days written notice to the Issuer and the other Fiduciaries. Any Registrar may be removed at any time by an instrument signed by a Designated Official and filed with such Registrar and the Trustee. Any successor Registrar shall be appointed by the Issuer and shall be a bank, trust company or national banking association doing business and having an office in the United States of America, 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.

(B) In the event of the resignation or removal of any Registrar, such Registrar shall deliver all books, records and other property including the bond register of the Issuer to its successor, or if there be no successor, to the Trustee. In the event that for any reason there shall be a vacancy in the office of any Registrar, the Trustee shall act as such Registrar.

Section 9.16. 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 Sections 8.1(A) or (B) hereof or caused by the failure of the Issuer to file with the Trustee any document required by this Indenture, unless any officer in the designated corporate trust office shall have actual knowledge thereof or the Trustee shall be specifically notified in writing of such default by the Issuer or by the Owners of not less than 25% in aggregate principal amount of the Bonds 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 designated corporate trust office of the Trustee.

Section 9.17. Monthly Report by Trustee. Within twenty 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 Issuer and any Persons designated in writing by the Issuer.

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

Section 9.18. Interest Reporting. On behalf of the District, the Trustee shall file such forms and reports concerning the payment of interest on Bonds as are required under Section 6049 of the Code, including "Form 1099-INT, Interest Income."

ARTICLE X

SUPPLEMENTAL INDENTURES

Section 10.1. Supplemental Indentures Not Requiring Consent of Owners. The Issuer 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:

- (i) To impose additional covenants or agreements to be, observed by the Issuer;
- (ii) To impose other limitations or restrictions upon the Issuer;
- (iii) To surrender any right, power or privilege reserved to or conferred upon the Issuer by this Indenture;
- (iv) To confirm, as further assurance, any pledge of or lien upon the Pledged Revenues, the Pledged Taxes or any other moneys, securities or funds;
- (v) To supplement this Indenture in connection with the issuance of Additional Bonds as authorized herein;
- (vi) To supplement this Indenture in connection with the issuance of Subordinate Obligations as authorized herein;
- (vii) To cure any ambiguity, omission or defect in this Indenture;
- (viii) To provide for the appointment of a successor securities depository;
- (ix) To provide for the appointment of any successor Fiduciary; and
- (x) To make any other change which does not materially adversely affect the rights of the Trustee or the Owners.

Section 10.2. Supplemental Indentures Effective Upon Consent of Owners. Any Supplemental Indenture not effective in accordance with Section 10.1 shall take effect only if permitted and approved and in the manner prescribed by Article XI.

Section 10.3. Filing of Counsel's Opinion. Each Supplemental Indenture described in Section 10.1 shall be accompanied, when filed with the Trustee, by (i) a Counsel's Opinion to the effect that such Supplemental Indenture has been duly authorized by the Issuer 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 Issuer, the Owners and the Trustee and (ii) an Opinion of Bond Counsel to the effect that such Supplemental Indenture will not adversely affect any exemption from federal income tax of the interest paid on the Bonds to which such Bonds are otherwise entitled.

ARTICLE XI

AMENDMENTS

Section 11.1. Mailing. Any provision in this Article for the mailing of a notice or other information to Owners shall be fully complied with (i) if it is mailed by first class mail, postage prepaid or delivered to each Owner of Bonds then Outstanding at its address, if any, appearing upon the registration books of the Issuer kept by the Trustee or (ii) if all of the Bonds are at the time held in book-entry only form, if such notice or other information is delivered in accordance with the agreement with the securities depository for the Bonds.

Section 11.2. Powers of Amendment. Exclusive of Supplemental Indentures covered by Section 10.1 hereof and subject to the terms and provisions contained in this Section 11.2, and not otherwise, the Owners of not less than a majority in aggregate principal amount of the Bonds then Outstanding shall have the right, from time to time, anything contained in this Indenture to the contrary notwithstanding, to (i) consent to and approve the execution by the Issuer and the Trustee of such other indenture or indentures supplemental hereto as shall be deemed necessary and desirable by the Issuer 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 Issuer of any action prohibited, or the omission by the Issuer 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 11.2 or in Section 10.1 hereof contained shall permit or be construed as permitting, (a) an extension of the stated maturity or reduction in the principal amount of, 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 Bond, without the consent of the Owner of such Bond, (b) except for the pledge of the Pledged Revenues in connection with the issuance of Additional Bonds, 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 Bonds at the time Outstanding, (c) a reduction in the aforesaid aggregate principal amount of Bonds, the Owners of which are required to consent to any such waiver or Supplemental Indenture, without the consent of the Owners of all the Bonds at the time Outstanding that would be affected by the action to be taken, (d) a modification of the rights, duties or immunities of the Trustee, without the written consent of the Trustee, or (e) with respect to the Bonds, the loss of the

exclusion from federal gross income of the Owners of the interest paid on such Bonds held by a non-consenting Owner to the extent otherwise afforded under the Code and Regulations.

Section 11.3. Consent of Owners. The Issuer may at any time authorize the execution and delivery of a Supplemental Indenture making a modification or amendment permitted by the provisions of Section 11.2, 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 prepared by the Issuer) 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 Bonds, and (ii) a Counsel's Opinion stating that the execution and delivery of such Supplemental Indenture has been duly authorized by the Issuer 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 Issuer and the Trustee, (b) an Opinion of Bond Counsel to the effect that the Supplemental Indenture will not adversely affect any exemption from federal income tax of the interest paid on the Bonds to which such Bonds are otherwise entitled and (c) a notice shall have been delivered as hereinafter in this Section provided. A certificate or certificates by the Trustee delivered to the Issuer that consents have been given by the Owners of the Bonds described in such certificate or certificates of the Trustee shall be conclusive. Any such consent shall be binding upon the Owner of the Bonds giving such consent and upon any subsequent Owner of such Bonds and of any Bonds issued in exchange therefor or replacement thereof whether or not such subsequent Owner has notice thereof; *provided, however*, that any consent may be revoked by any Owner of such Bonds 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 Bonds 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 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 Issuer a written statement that the consents of the Owners of the required aggregate principal amount of Outstanding Bonds 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 Bonds 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 Issuer 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 11.4. Modifications by Unanimous Action. The Indenture and the rights and obligations of the Issuer and of the Owners of the Bonds 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 Bonds then Outstanding, each such consent to be accompanied by proof of the holding at the date of such consent of the Bonds 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 11.3 and (b) with the Issuer of the Trustee's written statement that the consents of the Owners of all Outstanding Bonds have been filed with it. No mailing or publication 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 11.5. Exclusion of Bonds. Unless all Bonds are owned or held by or for the account of the Issuer, Bonds owned or held by or for, the account of the Issuer 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 Issuer shall furnish the Trustee a certificate of a Designated Official, upon which the Trustee may rely, identifying all Bonds so to be excluded. Notwithstanding the foregoing, for purposes of this Indenture and the making of any supplements or amendments hereto, an underwriter or remarketing agent of Bonds who lawfully owns all or a portion of a Series of Bonds is hereby expressly permitted to consent as the holder of the aggregate principal amount of Bonds then owned by such underwriter or remarketing agent, notwithstanding that the underwriter or remarketing agent intends to resell such Bonds immediately after taking ownership of such Bonds.

Section 11.6. Notation on Bonds. Bonds authenticated and delivered after the effective date of any action taken as in Article X or this Article provided may, and if the Trustee so determines shall, bear a notation by endorsement or otherwise in form approved by the Issuer and the Trustee as to such action, and upon demand of the Owner of any Bond Outstanding at such effective date and presentation of its Bond to the Trustee, suitable notation shall be made on such Bond by the Trustee as to any such action. If the Issuer or the Trustee shall so determine, new Bonds so modified which, in the opinion of the Trustee and the Issuer, conform to such action may be prepared, authenticated and delivered, and upon demand of the Owner of any Bond then Outstanding shall be exchanged, without cost to such Owner, for such Bond then Outstanding.

ARTICLE XII

DEFEASANCE

Section 12.1. Defeasance. (A) If the Issuer shall pay or cause to be paid or there shall otherwise be paid to the Owners of all Bonds the principal or Redemption Price, if applicable, and interest due or to become due thereon, at the times and in the manner stipulated therein and in this Indenture, then the pledge of the Trust Estate under this Indenture and all covenants, agreements and other obligations of the Issuer to the Owners shall thereupon be discharged and satisfied. In such event, the Trustee, upon request of the Issuer, shall provide an accounting of the assets managed by the Trustee to be prepared and filed with the Issuer for any year or part thereof

requested, and shall execute and deliver to the Issuer all such instruments as may be desirable to evidence such discharge and satisfaction, and the Paying Agent shall pay over or deliver to the Issuer all moneys and securities held by it pursuant to this Indenture which are not required for the payment of Bonds not previously surrendered for such payment or redemption. If the Issuer shall pay or cause to be paid, or there shall otherwise be paid, to the Owners of all or a portion of the Outstanding Bonds of a particular maturity and interest rate (and if only a portion of such particular maturity and interest rate, such portion shall be selected by lot by the Trustee in the manner provided in Section 4.3(C) hereof for the selection of Bonds to be redeemed in part), 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 Bonds shall cease to be entitled to any lien, benefit or security under this Indenture, and all covenants, agreements and obligations of the Issuer to the Owners of such Bonds and to the Trustee shall thereupon be discharged and satisfied.

(B) Bonds or interest installments on the Bonds 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 12.1 if the Issuer shall have delivered to or deposited with the Trustee (a) irrevocable instructions to pay or redeem all of said Bonds or interest installments, as applicable, in specified amounts no less than the respective amounts of their principal or interest, as applicable, and on specified dates no later than the respective due dates thereof, (b) irrevocable instructions to mail the required notice of redemption of any Bonds or interest installments, as applicable 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, without further reinvestment, to pay when due the principal or Redemption Price, if applicable, and interest due and to become due on said Bonds on and prior to each specified redemption date or maturity date thereof, as the case may be, and (d) if any of said Bonds or interest installments, as applicable, are not to be redeemed within the next succeeding 60 days, irrevocable instructions to mail to all Owners of said Bonds a notice that such deposit has been made with the Trustee and that said Bonds 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 Bonds. 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 Bonds. 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 said Bonds, 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 Bonds, at maturity or upon redemption, as the case may be.

(C) The Defeasance Obligations (or any portion thereof) held for the payment of the principal and Redemption Price of and interest on said Bonds pursuant to paragraph (B) of this Section may not be sold, redeemed, invested, reinvested or removed from the lien of this Indenture in any manner or other Defeasance Obligations substituted therefor (any such direction to sell, redeem, invest, reinvest, remove or substitute to be referred to as a "Subsequent Action") unless

prior to the taking of such Subsequent Action, the Trustee shall have received the following: (i) either (a) a certified copy of the proceedings of the Issuer authorizing the Subsequent Action, or (b) an Opinion of Counsel for the Issuer to the effect that such Subsequent Action has been duly authorized by all necessary action on the part of the Issuer; (ii) an opinion from a nationally recognized firm of independent public accountants to the effect that the Defeasance Obligations and cash available or to be available for payment of the Bonds after the taking of the Subsequent Action will remain sufficient to pay, without any further reinvestment thereof, the principal and Redemption Price of and interest on said Bonds, at or prior to their maturity in the manner provided in paragraph (B) of this Section; (iii) an Opinion of Bond Counsel to the effect that the Subsequent Action will not adversely affect any exemption from federal income tax of the interest paid on the Bonds to which such Bonds are otherwise entitled; and (iv) such other documents and showings as the Trustee may reasonably require. The Trustee shall give notice to the Owners of any Subsequent Action in the same manner as notices of redemption are required to be sent pursuant to Section 4.4 of this Indenture.

(D) Amounts deposited with the Trustee for the payment of the principal of and interest on any Bonds deemed to be paid pursuant to this Section 12.1, if so directed by the Issuer, shall be applied by the Trustee to the purchase of such Bonds in accordance with this subsection. Bonds for which a redemption date has been established may be purchased on or prior to the 60th day preceding the redemption date. The principal amount of Bonds to be redeemed shall be reduced by the principal amount of Bonds so purchased. Bonds which mature on a single future date may be purchased at any time prior to the maturity date. All such purchases shall be made at prices not exceeding the applicable principal amount or Redemption Price established pursuant to paragraph (B) of this Section 12.1, plus accrued but unpaid interest, and such purchases shall be made in such manner as the Trustee shall determine. No purchase shall be made by the Trustee pursuant to this subsection if such purchase would result in the Trustee holding less than the moneys and Defeasance Obligations required to be held for the payment of all other Bonds deemed to be paid pursuant to this Section 12.1.

(E) The Issuer may purchase with any available funds any Bonds deemed to be paid pursuant to this Section 12.1 in accordance with this subsection. Bonds for which a redemption date has been established may be purchased by the Issuer on or prior to the 60th day preceding the redemption date. On or prior to the 60th day preceding the redemption date the Issuer shall give written notice to the Trustee of its intention to surrender such Bonds on the redemption date. The Trustee shall proceed to call for redemption the remainder of the Bonds due on the redemption date and shall pay to the Issuer on the redemption date the Redemption Price of and interest on such Bonds upon surrender of such Bonds to the Trustee. Bonds which mature on a single future date may be purchased at any time prior to the maturity date. The Trustee shall pay to the Issuer the principal amount of and interest on such Bonds upon surrender of such Bonds on the maturity date.

(F) Any time after any Bonds are deemed to be paid pursuant to this Section 12.1, the Issuer shall not at any time permit any of the proceeds of the Bonds or any other funds of the Issuer to, be used directly or indirectly to acquire any securities or obligations the acquisition of which would cause any Bond to be an "arbitrage bond" as defined in the Code and Regulations.

(G) Each Fiduciary shall continue to be entitled to reasonable compensation for all services rendered under this Indenture, notwithstanding that any Bonds are deemed to be paid pursuant to this Section 12.1. Such compensation shall be paid by the Issuer from lawfully available funds and no Fiduciary shall have a claim against the Trust Estate for such compensation except as may be expressly provided herein.

(H) Any moneys held by the Trustee or any Paying Agent in trust for the payment and discharge of any of the Bonds which remain unclaimed for two years after the date when such Bonds have become due and payable, either at the stated maturity date or by call for earlier redemption, if such moneys were held by the Trustee or such Paying Agent at such date, or for two years after the date of deposit of such moneys if deposited, with the Trustee or such Paying Agent after the said date when such Bonds become due and payable, shall, at the written request of the Issuer, be repaid by the Trustee or such Paying Agent to the Issuer, as its absolute property and free from trust, and the Trustee or such Paying Agent shall thereupon be released and discharged with respect thereto and the Owners of such Bonds shall look only to the Issuer for the payment of such Bonds.

ARTICLE XIII

MUNICIPAL BOND INSURANCE

Section 13.1. Payment Under the Policy. So long as the Policy remains in effect, the Trustee shall comply with all of the terms and provisions thereof as may be required to submit and enforce a claim thereunder. Without limiting the generality of the foregoing, the Trustee shall comply with the following provisions of this Section 13.1.

(A) In the event that principal and/or interest due on the Bonds is paid by BAM pursuant to the Policy, the Bonds shall remain outstanding for all purposes, not be defeased or otherwise satisfied and not be considered paid by the Issuer, the assignment and pledge of the Trust Estate and all covenants, agreements and other obligations of the Issuer to the registered owners will continue to exist and will run to the benefit of BAM, and BAM will be subrogated to the rights and remedies of such registered owners including, without limitation, any rights and remedies that such owners may have in respect of securities law violations arising from the offer and sale of the Bonds.

(B) In the event that on the second (2nd) business day prior to any payment date on the Bonds, the Trustee has not received sufficient moneys to pay all principal of and interest on the Bonds due on such payment date, the Trustee will immediately notify BAM or its designee on the same business day by telephone or electronic mail, of the amount of the deficiency. If any deficiency is made up in whole or in part prior to or on the payment date, the Trustee will so notify BAM or its designee immediately upon receipt of payment.

(C) In addition, if the Trustee has notice that any Owner of the Bonds has been required to disgorge payments of principal of or interest on the Bonds pursuant to a final, non-appealable order by a court of competent jurisdiction that such payment constitutes an avoidable preference to such Owner within the meaning of any applicable bankruptcy law, then the Trustee will notify

BAM or its designee of such fact by telephone or electronic mail, or by overnight or other delivery service as to which a delivery receipt is signed by a person authorized to accept delivery on behalf of BAM.

(D) The Trustee shall irrevocably be designated, appointed, directed and authorized to act as attorney-in-fact for Owners of the Bonds as follows:

(i) If there is a deficiency in amounts required to pay interest and/or principal on the Bonds, the Trustee will (i) execute and deliver to BAM, in form satisfactory to BAM, an instrument appointing BAM as agent and attorney-in-fact for such Owners of the Bonds in any legal proceeding related to the payment and assignment to BAM of the claims for interest on the Bonds, (ii) segregate all payments received by the Trustee under the Policy in a separate account (the "*BAM Policy Payment Account*") to only be used to make scheduled payments of principal of and interest on the Bonds, and (iii) disburse the same to such respective Owners; and

(ii) If there is a deficiency in amounts required to pay principal of the Bonds, the Trustee will (i) execute and deliver to BAM, in form satisfactory to BAM, an instrument appointing BAM as agent and attorney-in-fact for such Owner of the Bonds in any legal proceeding related to the payment of such principal and an assignment to BAM of the Bonds surrendered to BAM, (ii) segregate all payments received by the Trustee under the Policy in the BAM Policy Payment Account to only be used to make scheduled payments of principal of and interest, and (iii) disburse the same to such Owners.

(E) The Trustee will designate any portion of payment of principal on Bonds paid by BAM, whether by virtue of mandatory sinking fund redemption, maturity or other advancement of maturity, on its books as a reduction in the principal amount of Bonds registered to the then current Owner, whether DTC or its nominee or otherwise, and will issue a replacement Bond to BAM, registered in the name directed by BAM, in a principal amount equal to the amount of principal so paid (without regard to authorized denominations); provided that the Trustee's failure to so designate any payment or issue any replacement Bond will have no effect on the amount of principal or interest payable by the Issuer on any Bond or the subrogation or assignment rights of BAM.

(F) Payments with respect to claims for interest on and principal of Bonds disbursed by the Trustee from proceeds of the Policy will not be considered to discharge the obligation of the Issuer with respect to such Bonds, and BAM will become the owner of such unpaid Bonds and claims for the interest in accordance with the tenor of the assignment made to it under the provisions of the preceding paragraphs or otherwise.

(G) Irrespective of whether any such assignment is executed and delivered, the Issuer and the Trustee agree for the benefit of BAM that:

(i) They recognize that to the extent BAM makes payments directly or indirectly (e.g., by paying through the Trustee), on account of principal of or interest on the Bonds, BAM will be subrogated to the rights of such Owners to receive the amount of

such principal and interest from the Issuer, with interest thereon, as provided and solely from the sources stated in this Indenture and the Bonds; and

(ii) They will accordingly pay to BAM the amount of such principal and interest, with interest thereon as provided in this Indenture and the Bonds, but only from the sources and in the manner provided herein for the payment of principal of and interest on the Bonds to Owners, and will otherwise treat BAM as the owner of such rights to the amount of such principal and interest.

(H) The Issuer agrees unconditionally that it will pay or reimburse BAM on demand any and all reasonable charges, fees, costs, losses, liabilities and expenses that BAM may pay or incur, including, but not limited to, fees and expenses of BAM's agents, attorneys, accountants, consultants, appraisers and auditors and reasonable costs of investigations, in connection with the administration (including waivers and consents, if any), enforcement, defense, exercise or preservation of any rights and remedies in respect of this Indenture or the Policy ("*Administrative Costs*"). For purposes of the foregoing, costs and expenses shall include a reasonable allocation of compensation and overhead attributable to the time of employees of BAM spent in connection with the actions described in the preceding sentence.

Section 13.2. Additional Rights of BAM. In addition to the rights set forth above in Section 13.1, BAM shall have the additional rights set forth below.

(A) BAM is recognized as and shall be deemed to be a third party beneficiary hereunder and may enforce the provisions of this Indenture as if it were a party hereunder.

(B) The Issuer will provide BAM with such information as BAM may reasonably request and shall provide all notices and other information it is obligated to provide (i) under its Continuing Disclosure Certificate and (ii) to the Owners of the Bonds or the Trustee under this Indenture. BAM will receive copies of all notices and amendments relating to the Bonds.

The notice address of BAM is: Build America Mutual Assurance Company, 200 Liberty Street, 27th Floor, New York, NY 10281, Attention: Surveillance, Re: Policy No. 2024B0031, Telephone: (212) 235-2500, Telecopier: (212) 962-1710, Email: notices@buildamerica.com. In each case in which notice or other communication refers to an event of default or a claim on the Policy, then a copy of such notice or other communication will also be sent to the attention of the General Counsel at the same address and at claims@buildamerica.com or at Telecopier: (212) 962-1524 and will be marked to indicate "URGENT MATERIAL ENCLOSED."

(C) Whenever this Indenture requires the consent of Bondholders, BAM's consent shall also be required. In addition, any amendments, modifications or supplements to this Indenture that adversely affects the rights or interests of BAM shall be subject to the prior written consent of BAM.

(D) Anything herein to the contrary notwithstanding, upon the occurrence and continuance of a default or an Event of Default, BAM will be deemed to be the sole holder of the Bonds for all purposes hereunder and shall be entitled to control and direct the enforcement of all

rights and remedies granted to the holders of the Bonds for the benefit of such holders or the Trustee hereunder. The Trustee may not waive any default or event of default without BAM's written consent.

(E) If an Insurer Default shall occur and be continuing, then, notwithstanding anything herein to the contrary, (1) if at any time prior to or following an Insurer Default, BAM has made a principal payment under the Policy, to the extent of any such principal payment only, BAM will be treated like the Bondholder with respect only to such principal paid for all purposes, including giving of consents, and (2) if BAM has not made any payment under the Policy, BAM shall have no further consent rights until the particular Insurer Default is no longer continuing or BAM makes a payment under the Insurance Policy, in which event, the foregoing clause (1) will control. For purposes of this paragraph (e), "Insurer Default" means: (A) BAM has failed to make any payment under the Insurance Policy when due and owing in accordance with its terms; or (B) BAM shall (i) voluntarily commence any proceeding or file any petition seeking relief under the United States Bankruptcy Code or any other Federal, state or foreign bankruptcy, insolvency or similar law, (ii) consent to the institution of or fail to controvert in a timely and appropriate manner, any such proceeding or the filing of any such petition, (iii) apply for or consent to the appointment of a receiver, trustee, custodian, sequestrator or similar official for such party or for a substantial part of its property, (iv) file an answer admitting the material allegations of a petition filed against it in any such proceeding, (v) make a general assignment for the benefit of creditors, or (vi) take action for the purpose of effecting any of the foregoing; or (C) any state or federal agency or instrumentality shall order the suspension of payments on the Policy or shall obtain an order or grant approval for the rehabilitation, liquidation, conservation or dissolution of BAM (including without limitation under the New York Insurance Law).

(F) The rights granted to BAM under this Indenture to request, consent to or direct any action are rights granted to BAM in consideration of its issuance of the Policy. Any exercise by BAM of such rights is merely an exercise of the BAM's contractual rights and will not be construed or deemed to be taken for the benefit, or on behalf, of the Bondholders and such action does not evidence any position of BAM, affirmative or negative, as to whether the consent of the Bondholders or any other person is required in addition to the consent of BAM.

ARTICLE XIV

MISCELLANEOUS

Section 14.1. Evidence of Signatures of Owners and Ownership of Bonds. (A) Any request, consent, revocation of consent or other instrument which this Indenture may require or permit to be signed and executed by the 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 Bonds 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:

(i) 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 corporation or association or a member of a partnership, on behalf of such corporation, association or partnership, such signature guarantee, certificate or affidavit shall also constitute sufficient proof of authority.

(ii) The ownership of Bonds 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 Bond shall bind all future Owners of such Bond in respect of anything done or suffered to be done by the Issuer or any Fiduciary in accordance therewith.

Section 14.2. Moneys Held for Particular Bonds. The amounts held by the Trustee or any Paying Agent for the payment of interest, principal or Redemption Price, due on any date with respect to particular Bonds shall, on and after such date and pending such payment, be set aside on its books and held in trust by it for the Owners of the Bonds entitled thereto.

Section 14.3. Preservation and Inspection of Documents. All documents received by any Fiduciary under the provisions of this Indenture, shall be retained in its possession in accordance with its record retention policy and shall be subject at all reasonable times to the inspection of the Issuer, any other Fiduciary, and any Owner and their agents and their representatives, any of whom may make copies thereof.

Section 14.4. Cancellation and Destruction of Bonds. All Bonds paid or redeemed, either at or before maturity, and all mutilated Bonds surrendered pursuant to Section 2.7, shall be delivered to the Trustee when such payment or redemption is made or upon surrender, as the case may be, and such Bonds, together with all Bonds purchased by the Trustee, shall thereupon be promptly canceled. Bonds so canceled may at any time be destroyed by the Trustee, who shall execute a certificate of destruction by the signature of one of its authorized officers describing the Bonds so destroyed, and, upon request, an executed certificate shall be delivered to the Issuer.

Section 14.5. 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 Issuer, the Fiduciaries and the Owners of the Bonds, any right, remedy or claim under or by reason of this Indenture or any covenant, condition or stipulation thereof; and all the covenants, stipulations, promises and agreements in this Indenture contained by and on behalf of the Issuer shall be for the sole and exclusive benefit of the Issuer, the Fiduciaries and the Owners of the Bonds.

Section 14.6. No Recourse on the Bonds. (A) No recourse shall be had for the payment of the principal or Redemption Price of or interest on the Bonds or for any claim based thereon or on

this Indenture against any past, present or future member, director, officer, employee or agent of the Issuer, or any successor, public body or any Person executing the Bonds, either directly or through the Issuer, 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 Bonds.

(B) No member, officer, director, agent or employee of the Issuer shall be individually or personally liable for the payment of the principal or Redemption Price of or interest on the Bonds; 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 Issuer contained in this Indenture shall be deemed to be covenants, stipulations, obligations and agreements of the Issuer 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 Issuer in his or her individual capacity, and no officer executing the Bonds shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issue thereof. No member, officer, director, agent or employee of the Issuer 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 14.7. Successors and Assigns. Whenever in this Indenture the Issuer 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 Issuer shall bind and inure to the benefit of its successors and assigns whether or not so expressed.

Section 14.8. Severability of Invalid Provisions. If any one or more of the covenants or agreements provided in this Indenture on the part of the Issuer 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 14.9. 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 Issuer 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 Issuer, if addressed to: City Colleges of Chicago
180 North Wabash Avenue
Chicago, Illinois 60601
Attention: Chief Financial Officer

With a copy to: City Colleges of Chicago
180 North Wabash Avenue
Chicago, Illinois 60601
Attention: General Counsel

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

To the Trustee, if addressed to: U.S. Bank Trust Company, National
Association
190 S. LaSalle MK-IL-SLTR
Chicago, IL 60603
Attention: Global Corporate Trust
Services

With a copy to: Build America Mutual Assurance Company
200 Liberty Street, 27th Floor
New York, NY 10281
Attention: Surveillance, RE: Policy No. 2024B0031
Email: notices@buildamerica.com

And to: Build America Mutual Assurance Company
200 Liberty Street, 27th Floor
New York, NY 10281
Attention: General Counsel, RE: Policy No.
2024B0031
Email: claims@buildamerica.com

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

All notices, approvals, consents, requests and any communications to the Trustee hereunder must be in writing in English and must be in the form of a document that is signed manually or by way of an electronic signature (including electronic images of handwritten signatures and digital signatures provided by DocuSign, Orbit, Adobe Sign or any other electronic signature provider acceptable to the Trustee). Electronic signatures believed by the Trustee to comply with the Electronic Signatures in Global and National Commerce Act or other applicable law shall be deemed original signatures for all purposes. If the Issuer chooses to use electronic signatures to sign documents delivered to the Trustee, the Issuer agrees to assume all risks arising out of its use of electronic signatures, including without limitation the risk of the Trustee acting on an unauthorized document and the risk of interception or misuse by third parties. Notwithstanding the foregoing, the Trustee may in any instance and in its sole discretion require that an original document bearing a manual signature be delivered to the Trustee in lieu of any document signed via electronic signature.

Section 14.10. Construction. The Indenture and all Supplemental Indentures shall be construed in accordance with the provisions of Illinois law.

Section 14.11. 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 14.12. Multiple Counterparts. The 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.

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IN WITNESS WHEREOF, Community College District Number 508, County of Cook and State of Illinois has caused this Indenture to be executed in its name and its behalf by its Chief Financial Officer and attested by its Secretary and U.S. Bank Trust Company, National Association has caused this Indenture to be executed in its behalf by its Authorized Officer and attested by its Authorized Officer, all as of the day and year first above written.

COMMUNITY COLLEGE DISTRICT NUMBER 508,
COUNTY OF COOK AND STATE OF ILLINOIS

By: Maribel Rodriguez
Chief Financial Officer

Attest:
Raymond A. Davis
Secretary

U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION, AS TRUSTEE

By: _____
Authorized Officer

Attest:

Authorized Officer

IN WITNESS WHEREOF, Community College District Number 508, County of Cook and State of Illinois has caused this Indenture to be executed in its name and its behalf by its Chief Financial Officer and attested by its Secretary and U.S. Bank Trust Company, National Association has caused this Indenture to be executed in its behalf by its Authorized Officer and attested by its Authorized Officer, all as of the day and year first above written.

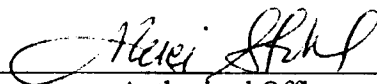
COMMUNITY COLLEGE DISTRICT NUMBER 508,
COUNTY OF COOK AND STATE OF ILLINOIS

By: _____
Chief Financial Officer

Attest:

Secretary

U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION, AS TRUSTEE

By:  _____
Authorized Officer

Attest:



Authorized Officer

EXHIBIT A

FORM OF SERIES 2024 BOND

[Form of Series 2024 Bond – Front Side]

REGISTERED
No. _____

REGISTERED
\$ _____

COMMUNITY COLLEGE DISTRICT NUMBER 508
COUNTY OF COOK AND STATE OF ILLINOIS
UNLIMITED TAX GENERAL OBLIGATION BOND
(DEDICATED REVENUES), SERIES 2024

Interest Rate:
_____%

Maturity Date:
December 1, 20__

Dated Date:
January 24, 2024

CUSIP:

REGISTERED OWNER: CEDE & Co.

PRINCIPAL AMOUNT:

COMMUNITY COLLEGE DISTRICT NUMBER 508, COUNTY OF COOK AND STATE OF ILLINOIS (the “*Issuer*” or the “*District*”), a community college district established pursuant to the Public Community College Act of the State of Illinois, for value received, hereby promises to pay to the Registered Owner identified above or registered assigns, upon presentation and surrender hereof, the Principal Amount identified above on the Maturity Date specified above, unless this Bond shall have been previously called for redemption prior to maturity and payment of the redemption price shall have been duly made or provided for, and to pay interest on said Principal Amount from the interest payment date next preceding the date of authentication and delivery of this Bond, unless this Bond is authenticated and delivered on an interest payment date to which interest has been paid or provided for, in which event this Bond shall bear interest from such interest payment date, or unless this Bond is authenticated and delivered prior to June 1, 2024, in which event this Bond shall bear interest from its Dated Date, or unless, as shown by the records of the hereinafter described Trustee, interest on this Bond shall be in default, in which event this Bond shall bear interest from the last date to which interest has been paid. Interest on this Bond (computed on the basis of a 360-day year consisting of twelve 30-day months) is payable on June 1st and December 1st of each year, commencing June 1, 2024, until the payment in full of such Principal Amount, except as provisions hereinafter set forth with respect to redemption prior to maturity become applicable hereto.

The principal of this Bond is payable in lawful money of the United States of America at the designated corporate trust office of U.S. Bank Trust Company, National Association, as trustee, or its successor in trust (the “*Trustee*”) and Paying Agent and payment of the interest hereon shall be made to the person in whose name this Bond is registered at the close of business on the fifteenth (15th) day of the calendar month next preceding each interest payment date (the “*Record Date*”)

by check or bank draft mailed by the Trustee to such Registered Owner at such Registered Owner's address as it appears on the registration books of the Issuer maintained by the Trustee, as Registrar (the "Registrar") or, at the option of any Registered Owner of \$1,000,000 or more in aggregate principal amount of Bonds, by wire transfer of immediately available funds to such bank in the continental United States as said Registered Owner shall request in writing to the Registrar prior to the Record Date.

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

It is hereby certified, recited and declared that this Bond is issued in part pursuant to the Local Government Debt Reform Act, that all acts and conditions required to be performed precedent to and in the execution and delivery of the Indenture and the issuance of this Bond have been performed in due time, form and manner as required by law; that the indebtedness of the Issuer, including the issue of Bonds of which this is one, does not exceed any limitation imposed by law; and that provision has been made for the collection of the Pledged Revenues and the Pledged Taxes to pay the interest hereon as it falls due and also to pay and discharge the principal hereof at maturity.

This Bond shall not be valid or become obligatory for any purpose 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, Community College District Number 508, County of Cook and State of Illinois has caused this Bond to be signed in its name and on its behalf by the manual or duly authorized facsimile signature of its Chair and attested by the manual or duly authorized facsimile signature of its Secretary, all as of the Dated Date identified above.

COMMUNITY COLLEGE DISTRICT NUMBER 508,
COUNTY OF COOK AND STATE OF ILLINOIS

By:
Chair of the Board

Attest:

Secretary

[Form of Certificate of Authentication]

Certificate of Authentication

This Bond is one of the Unlimited Tax General Obligation Refunding Bonds (Dedicated Revenues), Series 2024, described in the within-mentioned Indenture.

Date of Authentication and Delivery:

U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION, AS TRUSTEE

By:
Authorized Signatory

[Form of Series 2024 Bond – Reverse Side]

This Bond is one of a duly authorized issue of \$186,565,000 aggregate principal amount of Unlimited Tax General Obligation Refunding Bonds (Dedicated Revenues), Series 2024, of the Issuer (the “*Bonds*”), issued pursuant to, under authority of and in full compliance with the Constitution and laws of the State of Illinois, including the Public Community College Act (the “*Act*”) and the Local Government Debt Reform Act (the “*Debt Reform Act*”) and a Trust Indenture dated as of January 1, 2024 (the “*Indenture*”), by and between the Issuer and the Trustee, for the purpose of of refunding all or a portion of the Issuer’s \$250,000,000 original aggregate principal amount of Unlimited Tax General Obligation Bonds (Dedicated Revenues), Series 2013 (the “*Series 2013 Bonds*”) in order to realize certain interest cost savings (the “*Refunding*”). The Bonds are “alternate bonds” issued pursuant to Section 15 of the Debt Reform Act. Copies of the Indenture are on file at the designated corporate trust office of the Trustee and reference is hereby made to the Indenture for a description of the provisions, among others, with respect to the nature and extent of the security for the Bonds and the rights, duties and obligations of the Issuer, the Trustee and the Owners of the Bonds.

The Bonds are payable ratably and equally from (i) the “*Pledged Revenues*,” as defined in the Indenture and (ii) “*Pledged Taxes*,” being the ad valorem taxes levied against all of the taxable property in the district governed by the Issuer without limitation as to rate or amount for the payment of the Bonds. The Bonds are further secured by the other moneys, securities and funds pledged under the Indenture. For the prompt payment of this Bond, both principal and interest at maturity, the full faith, credit and resources of the Issuer are hereby irrevocably pledged. The Indenture provides that Additional Bonds may be issued from time to time in the future on a parity with this Bond and the Series 2017 Bonds (each as defined in the Indenture) to share ratably and equally in all or any portion of the Pledged Revenues, upon compliance with certain requirements contained in the Indenture and the Debt Reform Act. The Indenture also provides that Subordinate Obligations may be issued from time to time in the future payable from such Pledged Revenues available to the Issuer in excess of those required to be deposited in the Pledged Revenues Account hereunder, upon compliance with certain requirements contained in the Indenture and the Debt Reform Act.

This Bond is transferable, as provided in the Indenture, only upon the registration books of the Issuer maintained by the Registrar by the Registered Owner hereof in person, or by its duly authorized attorney, upon surrender hereof with a written instrument of transfer satisfactory to the Registrar duly executed by the Registered Owner or its duly authorized attorney, and thereupon a new registered Bond or Bonds, of like maturity, interest rate and aggregate principal amount, shall be issued to the transferee. The Issuer, the Trustee, the Registrar and any Paying Agent may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes.

The Bonds are issuable in the form of fully registered bonds in the denomination of \$5,000 or any integral multiple thereof. Subject to the conditions and upon the payment of the charges provided in the Indenture, Bonds may be surrendered (accompanied by a written instrument of transfer satisfactory to the Registrar duly executed by the Registered Owner or its duly authorized

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

The Bonds maturing on or after December 1, 2034 are subject to prior redemption at the option of the Issuer, in such maturities, interest rates and principal amounts as the Issuer shall determine, in Authorized Denominations on any date on or after December 1, 2033, at the redemption price of par plus accrued but unpaid interest thereon to the date fixed for redemption.

The Registered Owner of this Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Indenture, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Indenture.

Modifications or alterations of the Indenture or of any supplements thereto, may be made only to the extent and in the circumstances permitted by the Indenture.

[FORM OF ASSIGNMENT]

ASSIGNMENT

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

(Name and Address of Assignee)

(Please insert Social Security or other identifying number 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: _____

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

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating
in a Securities Transfer Association recognized signature guarantee program.

STATEMENT OF INSURANCE

Build America Mutual Assurance Company ("BAM"), New York, New York, has delivered its
municipal bond insurance policy (the "Policy") with respect to the scheduled payments due of
principal of and interest on this Bond to U.S. Bank National Association, Chicago, Illinois, or its
successor, as trustee for the Bonds (the "Trustee"). Said Policy is on file and available for
inspection at the principal office of the trustee and a copy thereof may be obtained from BAM or
the Trustee. All payments required to be made under the Policy shall be made in accordance with
the provisions thereof. By its purchase of these Bonds, the owner acknowledges and consents (i)
to the subrogation and all other rights of BAM as more fully set forth in the Policy and (ii) that
upon the occurrence and continuance of a default or an event of default under the Resolution or
this Bond, BAM shall be deemed to be the sole owner of the Bonds for all purposes and shall be
entitled to control and direct the enforcement of all rights and remedies granted to the owners of
the Bonds or the trustee, paying agent, registrar or similar agent for the benefit of such owners
under the Indenture, at laws or in equity.

NOTICE REGARDING SUFFICIENCY OF PLEDGED REVENUES

City Colleges of Chicago
180 North Wabash Avenue
Chicago, Illinois 60601
Attention: Chief Financial Officer

Re: Community College District 508,
County of Cook and State of Illinois
Unlimited Tax General Obligation Refunding Bonds
(Dedicated Revenues), Series 2024 (the "Bonds")

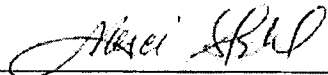
Ladies and Gentlemen:

U.S. Bank Trust Company, National Association, as trustee (the "Trustee") under that certain Trust Indenture, dated as of January 1, 2024 (the "Indenture"), between you and the undersigned, providing for the issuance of the above-referenced Bonds (the "Bonds"), hereby notifies you pursuant to Section 5.4(A) of the Indenture that there has been deposited to the credit of the Pledged Revenues Account established under the Indenture an amount sufficient to pay the principal of and interest on the Bonds due during the current Bond Year on June 1st and December 1st, 2024. As described in Sections 5.4(A) and 7.6(B) of the Indenture, you are asked to take such actions as are necessary to abate the Pledged Taxes (as defined in the Indenture) levied in the year 2023.

Pursuant to the directions contained in Section 5.4(C) of the Indenture, the undersigned will on or before each interest payment date or principal payment date transfer the necessary amounts on deposit in the Pledged Revenues Account into the Interest Sub-Account and the Principal Sub-Account, respectively, of the Bond Payment Account.

IN WITNESS WHEREOF, the Trustee has caused this Notice to be executed by its duly authorized officer, this 24th day of January 2024.

U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION, as Trustee

By: 
Its: _____
Vice President