
CITY OF CHICAGO

to

**The Bank of New York Mellon Trust Company, N.A.,
as Trustee**

FIFTEENTH SUPPLEMENTAL INDENTURE

SECURING

SECOND LIEN WATER REVENUE BONDS, REFUNDING SERIES 2024A

DATED AS OF [_____] 1, 2024

Supplementing an Amended and Restated Master Indenture of Trust Securing Second Lien Water Revenue Bonds, dated as of May 1, 2023, from the City of Chicago to The Bank of New York Mellon Trust Company, NA.

THIS FIFTEENTH SUPPLEMENTAL INDENTURE is made and entered into as of [] 1, 2024 (this “*Fifteenth Supplemental Indenture*”), from the City of Chicago (the “*City*”), a municipal corporation and home rule unit of local government duly organized and existing under the Constitution and laws of the State of Illinois, to The Bank of New York Mellon Trust Company, N.A., as Trustee (the “*Trustee*”), a national banking association duly organized, existing and authorized to accept and execute trusts of the character set out in this Fifteenth Supplemental Indenture under and by virtue of the laws of the United States of America, as Trustee.

WITNESSETH:

WHEREAS, the City is a duly constituted and existing municipality within the meaning of Section 1 of Article VII of the 1970 Constitution of the State of Illinois, and is a “home rule unit” of local government under Section 6(a) of Article VII of the 1970 Constitution; and

WHEREAS, the City has constructed and is maintaining and operating the Water System (as defined in the Series 2024A Bond Ordinance described below) to meet the needs of the City’s inhabitants and other users of the Water System; and

WHEREAS, the Water System is operated under the supervision and control of the Department of Water Management of the City; and

WHEREAS, the City has issued and has outstanding its Outstanding Second Lien Bonds and its Outstanding Subordinate Lien Obligations; and

WHEREAS, the City has determined that it is advisable and in the best interests of the City to authorize the issuance from time to time of its Second Lien Water Revenue Bonds, Refunding Series 2024A (the “*Series 2024A Second Lien Bonds*”), subject to the authorization limits specified in the Series 2024A Bond Ordinance, for any one or more of the purposes of (1) refunding the Refunded Bonds, (2) paying Costs of Issuance of the Series 2024A Second Lien Bonds, (3) paying the premium of the Bond Insurance Policy and (4) providing for any discount on the Series 2024A Second Lien Bonds; and

WHEREAS, the aggregate estimated amount of uses for the Series 2024A Second Lien Bonds does not exceed \$400,000,000. The proceeds of the Series 2024A Second Lien Bonds incurred for the costs described in clause (1) – (4) of the immediately preceding paragraph (the “*2024A Costs*”) will not exceed the amount required to pay such costs; and

WHEREAS, the City does not have available funds sufficient to pay the 2024A Costs; and

WHEREAS, the City Council of the City (the “*City Council*”) on [], 2024 adopted an ordinance (the “*Series 2024A Bond Ordinance*”) authorizing the issuance of Series 2024A Second Lien Bonds in an aggregate principal amount not to exceed \$400,000,000, plus an amount equal to the amount of any original issue discount (not to exceed 85 percent of the aggregate principal amount of Series 2024A Second Lien Bonds) used in the marketing of such Series 2024A Second Lien Bonds; and

WHEREAS, the Amended and Restated Master Indenture of Trust Securing Second Lien Water Revenue Bonds, dated as of May 1, 2023 (the “*Amended and Restated Second Lien Bonds Master Indenture*” such Amended and Restated Second Lien Bonds Master Indenture, as heretofore and hereafter supplemented and amended, including by this Fifteenth Supplemental Indenture, the “*Indenture*”) between the City and the Trustee authorizes the issuance of Second Lien Parity Bonds in one or more series pursuant to one or more Supplemental Indentures and the incurrence by the City of Section 2.08 Obligations (as defined in the Amended and Restated Second Lien Bonds Master Indenture) and Section 2.09 Obligations (as defined in the Amended and Restated Second Lien Bonds Master Indenture); and

WHEREAS, pursuant to Section 2.01 of Part B of the Series 2024A Bond Ordinance the City has authorized the issuance and sale of the Series 2024A Second Lien Bonds in one or more series that may be issued pursuant to the Series 2024A Bond Ordinance and the Amended and Restated Second Lien Bonds Master Indenture (*provided* that the total principal amount of Series 2024A Bonds shall not exceed \$400,000,000, plus an amount equal to the amount of any original issue discount (not to exceed [] percent of the aggregate principal amount of Series 2024A Second Lien Bonds) used in the marketing of Series 2024A Second Lien Bonds); and

WHEREAS, pursuant to such authorization, in order to pay the 2024A Costs, the City has, pursuant to authorization granted in the Series 2024A Bond Ordinance, determined to issue and sell the Series 2024A Second Lien Bonds authorized as aforesaid; and

WHEREAS, such Series 2024A Second Lien Bonds shall be issued and sold in a single series as provided in this Fifteenth Supplemental Indenture, in the aggregate principal amount of \$[],000 and designated as “Second Lien Water Revenue Bonds, Refunding Series 2024A” (the “*Series 2024A Second Lien Bonds*”); and

WHEREAS, the Series 2024A Second Lien Bonds, and the Trustee’s Certificate of Authentication to be endorsed on such Bonds, shall be substantially in the form attached to this Fifteenth Supplemental Indenture as *Exhibit A*, with necessary and appropriate variations, omissions and insertions as permitted or required by the Series 2024A Bond Ordinance, the Amended and Restated Second Lien Bonds Master Indenture or this Fifteenth Supplemental Indenture;

NOW, THEREFORE, THIS FIFTEENTH SUPPLEMENTAL INDENTURE WITNESSETH:

GRANTING CLAUSES

That the City, in consideration of the premises and the acceptance by the Trustee of the trusts created by this Fifteenth Supplemental Indenture, and of the purchase and acceptance of the Series 2024A Second Lien Bonds by their Registered Owners, and of the sum of one dollar, lawful money of the United States of America, to it duly paid by the Trustee at or before the execution and delivery of these presents, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, to secure the payment of the principal of, premium, if any, and interest on the Series 2024A Second Lien Bonds according to their tenor and effect, and to secure the performance and observance by the City of all the covenants

expressed or implied in this Fifteenth Supplemental Indenture and in the Series 2024A Second Lien Bonds , assigns and grants a security interest in and to the following to the Trustee, and its successors in trust and assigns forever, for the securing of the performance of the obligations of the City set forth below (the “Trust Estate”):

GRANTING CLAUSE FIRST

All right, title and interest of the City in and to Net Revenues (as defined in the Amended and Restated Second Lien Bonds Master Indenture); and amounts on deposit in the accounts of the Water Fund (as defined in the Amended and Restated Second Lien Bonds Master Indenture,) except for amounts on deposit in the Senior Lien Rebate Accounts, the Subordinate Lien Obligations Account, the Commercial Paper Account and the Line of Credit Notes Account (each as defined in the Amended and Restated Second Lien Bonds Master Indenture), in each case to the extent pledged and assigned in the granting clauses of the Amended and Restated Second Lien Bonds Master Indenture, as supplemented by the Series 2024A Bond Ordinance;

GRANTING CLAUSE SECOND

All moneys and securities from time to time held by the Trustee under the terms of this Fifteenth Supplemental Indenture; and

GRANTING CLAUSE THIRD

Any and all other property, rights and interests of every kind and nature from time to time hereafter by delivery or by writing of any kind granted, bargained, sold, alienated, demised, released, conveyed, assigned, transferred, mortgaged, pledged, hypothecated or otherwise subjected to this Fifteenth Supplemental Indenture, as and for additional security under this Fifteenth Supplemental Indenture by the City or by any other person on its behalf or with its written consent to the Trustee, and the Trustee is by this Fifteenth Supplemental Indenture authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms of this Fifteenth Supplemental Indenture;

TO HAVE AND TO HOLD all and singular the Trust Estate, whether now owned or hereafter acquired, unto the Trustee and its successors in said trust and assigns forever;

IN TRUST, NEVERTHELESS, upon the terms and trusts set forth in this Fifteenth Supplemental Indenture for the equal and proportionate benefit, security and protection of all present and future Registered Owners of the Series 2024A Second Lien Bonds and all other Second Lien Bonds issued or secured from time to time under the provisions of the Indenture, without privilege, priority or distinction as to the lien or otherwise of any of the foregoing over any other of the foregoing, except to the extent otherwise specifically provided in this Fifteenth Supplemental Indenture or in the Indenture;

PROVIDED, HOWEVER, that if the City, its successors or assigns shall well and truly pay, or cause to be paid, the principal of, premium, if any, and interest on the Series 2024A Second Lien Bonds, and shall cause the payments to be made on such Series 2024A Second Lien Bonds as required in this Fifteenth Supplemental Indenture, and shall well and truly cause to be kept, performed and observed all of its covenants and conditions pursuant to the terms of the

Amended and Restated Second Lien Bonds Master Indenture and this Fifteenth Supplemental Indenture and shall pay or cause to be paid to the Trustee all sums of money due or to become due to the Trustee in accordance with the terms and provisions of this Fifteenth Supplemental Indenture, then upon the final payment of such sums this Fifteenth Supplemental Indenture and the rights by this Fifteenth Supplemental Indenture granted shall cease, determine and be void; otherwise this Fifteenth Supplemental Indenture shall remain in full force and effect.

THIS FIFTEENTH SUPPLEMENTAL INDENTURE FURTHER WITNESSETH, and it is expressly declared; that all Series 2024A Second Lien Bonds issued and secured under this Fifteenth Supplemental Indenture are to be issued, authenticated and delivered, and all said property, rights and interests and any other amounts assigned and pledged by this Fifteenth Supplemental Indenture are to be dealt with and disposed of, under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes expressed in this Fifteenth Supplemental Indenture, and the City has agreed and covenanted and by this Fifteenth Supplemental Indenture agrees and covenants with the Trustee, the respective owners of the Series 2024A Second Lien Bonds as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. All capitalized terms used in this Fifteenth Supplemental Indenture unless otherwise defined shall have the same meaning as used in Article I of the Amended and Restated Second Lien Bonds Master Indenture and in the Series 2024A Bond Ordinance. In addition to the terms defined in the preambles of this Fifteenth Supplemental Indenture, the following words and phrases shall have the following meanings for purposes of this Fifteenth Supplemental Indenture:

“Authorized Denomination” means, with respect to a particular Series 2024A Second Lien Bond, \$5,000 and any integral multiple of \$5,000.

“Bondholder,” “holder,” “owner of the Series 2024A Second Lien Bonds ” or *“Registered Owner”* means the Registered Owner of any Series 2024A Second Lien Bond.

“Bond Insurance Policy” means the municipal bond insurance policy of the Bond Insurer insuring the Insured Bonds.

“Bond Insurer” means [_____], and its successors and assigns.

“Bond Register” means the registration books of the City kept by the Trustee (in its capacity as Bond Registrar) to evidence the registration and transfer of Series 2024A Second Lien Bonds.

“Bond Registrar” means the Trustee.

“Chief Financial Officer” means the Chief Financial Officer appointed by the Mayor of the City or, in the event no person is at the time then so appointed and acting, the City Comptroller of the City.

“City” means the City of Chicago, a municipal corporation and home rule unit of local government, organized and existing under the Constitution and laws of the State.

“Code” means the United States Internal Revenue Code of 1986, as amended. References to the Code and to Sections of the Code shall include relevant final, temporary or proposed regulations thereunder as in effect from time to time and as applicable to obligations issued on the Date of Issuance.

“Cost of Issuance Account” means the account designated the “Series 2024A Cost of Issuance Account” as described in Section 4.02(b)(iii).

“Date of Issuance” means [____], 2024, the date of original issuance and delivery of the Series 2024A Second Lien Bonds under this Fifteenth Supplemental Indenture.

“Deposit Date” has the meaning provided in Section 4.04.

“DTC” means The Depository Trust Company, New York, New York, or its nominee, and its successors and assigns, or any other depository performing similar functions.

“Escrow Account” means the Escrow Account established under the Escrow Agreement for the refunding of the Refunded Bonds.

“Escrow Agreement” means the Escrow Agreement dated [____], 2024 between the City and the Trustee, as escrow agent, made with respect to the Refunded Bonds, as authorized by Section 4.03 of the Series 2024A Bond Ordinance.

“Indenture” means the Amended and Restated Master Indenture of Trust Securing Second Lien Water Revenue Bonds, dated as of May 1, 2023, from the City to the Trustee, pursuant to which Second Lien Bonds are authorized to be issued, as heretofore supplemented (including supplements prior to the amendment and restatement of the Amended and Restated Second Lien Bonds Master Indenture, except to the extent the terms of any such prior supplements are inconsistent with the terms of the Amended and Restated Second Lien Bonds Master Indenture, in which case the terms of the Amended and Restated Second Lien Bonds Master Indenture shall control) and any additional amendments and supplements to it, including this Fifteenth Supplemental Indenture. References to Articles and Sections of the Amended and Restated Second Lien Bonds Master Indenture shall be deemed to refer to Articles and Sections of the Amended and Restated Second Lien Bonds Master Indenture as amended.

“Insured Bonds” means [all maturities] of the Series 2024A Second Lien Bonds, certain special provisions with respect to which are set forth in *Exhibit B* hereto.

“Interest Payment Date” means each May 1 and November 1, commencing on November 1, 2024.

“Maturity Date” means, with respect to a particular Series 2024A Second Lien Bond, the maturity date for such Series 2024A Second Lien Bond set forth in Section 2.01(d) hereof.

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

“*Participant*,” when used with respect to any Securities Depository, means any participant of such Securities Depository.

“*Paying Agent*” means the Trustee and any other bank, national banking association or trust company designated by the City or the Trustee pursuant to Section 8.03 hereof as a paying agent for the Series 2024A Second Lien Bonds, and any successor or successors appointed by the Chief Financial Officer or the Trustee under this Fifteenth Supplemental Indenture.

“*Principal and Interest Account*” means the account designated the “Series 2024A Second Lien Bonds, Principal and Interest Account” established in the 2024A Second Lien Bonds Subaccount as described in Section 4.02(b)(ii) and Section 4.05.

“*2024A Principal and Interest Account Requirement*” means an amount, calculated as of each Deposit Date, equal to the total Principal Installments and interest due on the Series 2024A Second Lien Bonds on such Deposit Date.

“*Program Fee Account*” means the account designated the “Series 2024A Second Lien Bonds, Program Fee Account” established in the 2024A Second Lien Bonds Subaccount as described in Section 4.02(b)(i).

“*Program Fees*” means:

(a) the fees, expenses and other charges payable to each fiduciary, including the Trustee, the Trustee’s Agent and any Paying Agent, pursuant to the provisions of Section 8.5 of the Amended and Restated Second Lien Bonds Master Indenture; *provided* that if at any time there shall be any Series of Second Lien Bonds Outstanding under the Indenture other than the Series 2024A Second Lien Bonds, then “*Program Fees*” shall mean only such portion of such fees, expenses and other charges as shall be payable with respect to, or properly allocable to, the duties performed by each such fiduciary with respect to the Series 2024A Second Lien Bonds;

(b) ongoing fees payable to any Rating Agency maintaining a rating on any Series 2024A Second Lien Bonds; and

(c) any other fees, expenses and other charges of a similar nature payable by the City to any person under this First Supplemental Indenture or otherwise with respect to the Series 2024A Second Lien Bonds.

“*Project Costs*” means the costs of acquiring, constructing and equipping the Projects, including without limitation, acquisition of necessary interests in property, engineering fees or costs of the City, restoration costs, legal fees or costs of the City.

“*Projects*” means the program of improvements and extensions to the Water System designated by the Commissioner including, but not limited to constructing and installing water

mains; rehabilitating, upgrading, replacing, repairing, renovating, improving and extending facilities at the water purification plants; improving and extending facilities at any or all of the pumping stations; providing any and all necessary facilities, services and equipment to protect and enhance the safety, integrity and security of the Water System; and providing new equipment and technology and rehabilitating existing equipment necessary to continue to provide existing and future customers with the quality and quantity of water required and to meet future customer demand.

“*Rating Agency*” means any nationally recognized securities ratings service that shall have assigned ratings to any Series 2024A Second Lien Bond as requested by or on behalf of the City and which ratings are then currently in effect.

“*Record Date*” means April 15 and October 15 of each year (whether or not a Business Day).

“*Refunded Bonds*” means the Refunded Series [] Bonds and the Refunded Series [] Bonds.

“*Refunded Series [] Bonds*” means the Second Lien Water Revenue Project and Refunding Bonds, Series [] maturing on November 1 of the years, in the amounts and bearing interest at the annual rates as follows:

<u>Maturity</u> <u>(November 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
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“*Refunded Series [] Bonds*” means the Second Lien Water Revenue Bonds, Project Series [] maturing on November 1 of the years, in the amounts and bearing interest at the annual rates as follows:

Maturity
(November 1)

Principal Amount

Interest Rate

“*Registered Owner*” or “*Owner*” means the person or persons in whose name or names a Series 2024A Second Lien Bond shall be registered in the Bond Register.

“*Securities Depository*” means DTC and any other securities depository registered as a clearing agency with the Securities and Exchange Commission pursuant to Section 17A of the Securities Exchange Act of 1934, as amended, and appointed as the securities depository for the Series 2024A Second Lien Bonds.

“*Series 2024A Second Lien Bonds*” means the \$[___,___],000 aggregate principal amount of the Second Lien Water Revenue Bonds, Refunding Series 2024A.

“*State*” means the State of Illinois.

“*Tax Agreement*” means the Tax Certificate and Agreement of the City relating to the Series 2024A Second Lien Bonds delivered by the City on the Date of Issuance.

“*Trust Estate*” means the property conveyed to the Trustee pursuant to the Granting Clauses of this Fifteenth Supplemental Indenture.

“*Trustee*” means The Bank of New York Mellon Trust Company, N.A., a national banking association organized and existing under the laws of the United States of America (as successor trustee), and its successors and any entity resulting from or surviving any consolidation or merger to which it or its successors may be a party, and any successor Trustee at the time serving as successor trustee under this Fifteenth Supplemental Indenture.

“*Trustee’s Agent*” means any agent designated as Trustee’s Agent by the Trustee and at the time serving in that capacity. Any agent so designated by the Trustee shall execute a written agreement with the Trustee assuming all obligations of the Trustee under this Fifteenth Supplemental Indenture with respect to those duties of the Trustee which such agent agrees to perform on behalf of the Trustee.

“*Fifteenth Supplemental Indenture*” means this Fifteenth Supplemental Indenture and any amendments and supplements to this Fifteenth Supplemental Indenture.

“*2024A Costs*” has the meaning ascribed to it in the preambles to this Fifteenth Supplemental Indenture.

“2024A Second Lien Bonds Subaccount” means the fund of that name established within the Second Lien Bonds Account created under the Amended and Restated Second Lien Bonds Master Indenture, as further described in Sections 4.02 and 4.06 hereof.

ARTICLE II

THE SERIES 2024A SECOND LIEN BONDS

Section 2.01. Authority for and Issuance of Series 2024A Second Lien Bonds. (a) No Series 2024A Second Lien Bonds may be issued under the provisions of this Fifteenth Supplemental Indenture except in accordance with this Article. The Series 2024A Second Lien Bonds are being issued to provide funds to pay 2024A Costs.

(b) Pursuant to the Series 2024A Bond Ordinance, the total principal amount of any Series 2024A Second Lien Bonds shall not exceed \$400,000,000, plus an amount equal to the amount of any original issue discount (not to exceed 85 percent of the aggregate principal amount of such series of Bonds (other than Series 2024A Second Lien Bonds issued in lieu of or in substitution for which other Series 2024A Second Lien Bonds have been authenticated and delivered pursuant to Sections 2.01(c), 2.03, 2.04, 2.06, 2.07 or 3.03(d) hereof). The Series 2024A Second Lien Bonds shall be issuable as fully registered bonds, without coupons, in Authorized Denominations, substantially in the form attached as *Exhibit A*. Unless the City shall otherwise direct, the Series 2024A Second Lien Bonds shall be lettered and numbered from R-1 and upwards, but need not be numbered consecutively.

(c) The Series 2024A Second Lien Bonds shall be designated “City of Chicago Second Lien Water Revenue Bonds, Project Series 2024A” and shall be issued in the aggregate principal amount of \$[___,___],000. The Series 2024A Second Lien Bonds shall be dated the Date of Issuance, and shall mature on November 1 in each of the years and in the principal amounts and shall bear interest at the respective rates per annum set forth in the table below:

Maturity (November 1)	Principal Amount	Rate Per Annum	Maturity (November 1)	Principal Amount	Rate per Annum
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(d) Each Series 2024A Second Lien Bond authenticated prior to the first Interest Payment Date on such Series 2024A Second Lien Bond shall bear interest from the Date of Issuance, and following the first Interest Payment Date interest shall accrue as set forth in the next paragraph except that if as shown by the records of the Trustee, interest on such Series 2024A Second Lien Bond shall be in default, any Series 2024A Second Lien Bond issued in

exchange for or upon the registration of transfer of such Series 2024A Second Lien Bond shall bear interest from the date to which interest has been paid in full on such Series 2024A Second Lien Bond or, if no interest has been paid on such Series 2024A Second Lien Bond, the Date of Issuance. Each Series 2024A Second Lien Bond shall bear interest on overdue principal and, to the extent permitted by law, on overdue premium, if any, and interest at the rate borne by such Series 2024A Second Lien Bond on the date on which such principal, premium or interest came due and payable.

(e) Interest on the Series 2024A Second Lien Bonds shall be payable on each Interest Payment Date, computed upon the basis of a 360-day year consisting of twelve 30-day months. No interest shall accrue on any Series 2024A Second Lien Bond after the Maturity Date thereof (provided, the payment at maturity is paid or provided for in accordance with the provisions of the Indenture).

(f) The principal of and interest on the Series 2024A Second Lien Bonds shall be payable in any coin or currency of the United States of America which, at the respective dates of payment of such Series 2024A Second Lien Bonds, is legal tender for the payment of public and private debts.

(g) The principal of the Series 2024A Second Lien Bonds shall be payable at the designated corporate trust office of the Trustee or, at the option of the Registered Owners, at the designated corporate trust office of any Paying Agent named in such Series 2024A Second Lien Bonds, upon presentation and surrender of such Series 2024A Second Lien Bonds.

(h) Payment of interest on Series 2024A Second Lien Bonds shall be paid by check mailed on the Interest Payment Date to the persons appearing on the Bond Register as the Registered Owners of such Series 2024A Second Lien Bonds as of the close of business of the Trustee on the Record Date at the addresses of such Registered Owners as they appear on the Bond Register, or at such other addresses as are furnished to the Trustee in writing by the Registered Owners not later than the Record Date. Payment of interest on any Series 2024A Second Lien Bond shall be made to the Registered Owner of \$1,000,000 or more in aggregate principal amount of Series 2024A Second Lien Bonds as of the close of business of the Trustee on the Record Date for a particular Interest Payment Date by wire transfer to such Registered Owner on such Interest Payment Date upon written notice from such Registered Owner containing the wire transfer address within the United States to which such Registered Owner wishes to have such wire directed, which written notice is received not later than the Business Day next preceding the Record Date.

(i) The Series 2024A Second Lien Bonds shall bear interest from and including the Date of Issuance, until payment of the principal or redemption price of such Series 2024A Second Lien Bonds shall have been made or provided for in accordance with the provisions of this Fifteenth Supplemental Indenture, whether at the Maturity Date or otherwise.

Section 2.02. Execution; Limited Obligations. The Series 2024A Second Lien Bonds shall be executed on behalf of the City with the official manual or facsimile signature of the Mayor of the City and attested with the official manual or facsimile signature of its City Clerk or Deputy City Clerk, and shall have affixed, impressed, imprinted or otherwise reproduced on such

Series 2024A Second Lien Bonds the corporate seal of the City or a facsimile of such seal. The Series 2024A Second Lien Bonds are issued pursuant to and in full compliance with the Constitution and laws of the State, and pursuant to the Series 2024A Bond Ordinance. The Series 2024A Second Lien Bonds, the Section 2.08 Obligations and the Section 2.09 Obligations are not general obligations of the City, but are limited obligations payable solely from the Trust Estate, including Net Revenues and moneys and securities held in the accounts of the Water Fund (except for the except for amounts on deposit in the Senior Lien Rebate Accounts, the Subordinate Lien Obligations Account, the Commercial Paper Account and the Line of Credit Notes Account), and shall be a valid claim of the respective Registered Owners of the Series 2024A Second Lien Bonds only against the Trust Estate held in the accounts of the Water Fund (except for amounts on deposit in the Senior Lien Rebate Accounts, the Subordinate Lien Obligations Account, the Commercial Paper Account and the Line of Credit Notes Account), other than monies, instruments and securities or any Qualified Reserve Account Credit Instrument on deposit in a Debt Service Reserve Account for any other Series of Second Lien Bonds issued or to be issued, and other moneys held by the Trustee or otherwise pledged therefor, which amounts are by this Fifteenth Supplemental Indenture pledged, assigned and otherwise held as security for the equal and ratable payment of the Series 2024A Second Lien Bonds, the Section 2.08 Obligations and the Section 2.09 Obligations, and shall be used for no other purpose than to pay the principal of, premium, if any, and interest on the Series 2024A Second Lien Bonds, the Section 2.08 Obligations and the Section 2.09 Obligations, except as may be otherwise expressly authorized in the Amended and Restated Second Lien Bonds Master Indenture or in this Fifteenth Supplemental Indenture. Neither the Series 2024A Second Lien Bonds, the Section 2.08 Obligations nor the Section 2.09 Obligations shall constitute an indebtedness of the City or a loan of credit of the City within the meaning of any constitutional or statutory limitation, and neither the faith and credit nor the taxing power of the City, the State or any political subdivision of the State is pledged to the payment of the principal of premium, if any, or the interest on the Series 2024A Second Lien Bonds, the Section 2.08 Obligations or the Section 2.09 Obligations, or other costs incident to the Series 2024A Second Lien Bonds, the Section 2.08 Obligations or the Section 2.09 Obligations. In case any officer whose signature or a facsimile of whose signature shall appear on the Series 2024A Second Lien Bonds shall cease to be such officer before the delivery of such Series 2024A Second Lien Bonds, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, as if such officer had remained in office until delivery.

Section 2.03. Authentication. No Series 2024A Second Lien Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Fifteenth Supplemental Indenture unless and until such certificate of authentication in substantially the form attached to this Fifteenth Supplemental Indenture as part of *Exhibit A* shall have been duly executed by the Trustee, and such executed certificate of the Trustee, upon any such Series 2024A Second Lien Bond shall be conclusive evidence that such Series 2024A Second Lien Bond has been authenticated and delivered under this Fifteenth Supplemental Indenture. The Trustee's certificate of authentication on any Series 2024A Second Lien Bond shall be deemed to have been executed by it if (i) signed by an authorized signatory of the Trustee, but it shall not be necessary that the same signatory sign the certificates of authentication on all of the Series 2024A Second Lien Bonds issued under this Fifteenth Supplemental Indenture and (ii) the date of authentication on such Series 2024A Second Lien Bond is inserted in the place provided for such date in the certificate of authentication.

Section 2.04. Form of Series 2024A Second Lien Bonds; Temporary Series 2024A Second Lien Bonds. The Series 2024A Second Lien Bonds issued under this Fifteenth Supplemental Indenture shall be substantially in the form attached to this Indenture as *Exhibit A*, with such appropriate variations, omissions and insertions as are permitted or required by this Fifteenth Supplemental Indenture.

Pending preparation of definitive Series 2024A Second Lien Bonds, or by agreement with the purchasers of such Series 2024A Second Lien Bonds, the City may issue and, upon its request, the Trustee shall authenticate, in lieu of definitive Series 2024A Second Lien Bonds, one or more temporary printed or typewritten Bonds in Authorized Denominations of substantially the tenor recited above. Upon request of the City, the Trustee shall authenticate definitive Series 2024A Second Lien Bonds in exchange for and upon surrender of an equal principal amount of temporary Series 2024A Second Lien Bonds. Until so exchanged, temporary Series 2024A Second Lien Bonds shall have the same rights, remedies and security under this Fifteenth Supplemental Indenture as definitive Series 2024A Second Lien Bonds.

Section 2.05. Delivery of Series 2024A Second Lien Bonds. Upon the execution and delivery of this Fifteenth Supplemental Indenture, the City shall execute and deliver to the Trustee, and the Trustee shall authenticate, the Series 2024A Second Lien Bonds and deliver them to the purchasers as may be directed by the City as provided in this Section.

Prior to the delivery by the Trustee of the Series 2024A Second Lien Bonds there shall be filed with the Trustee:

(i) a copy, duly certified by the City Clerk or Deputy City Clerk of the City, of the Series 2024A Bond Ordinance;

(ii) original executed counterparts of the Amended and Restated Second Lien Bonds Master Indenture and this Fifteenth Supplemental Indenture;

(iii) a Counsel's Opinion or Opinions to the effect that (A) the City had the right and power to adopt the Series 2024A Bond Ordinance; (B) the Series 2024A Bond Ordinance has been duly and lawfully adopted by the City Council, is in full force and effect and is valid and binding upon the City and enforceable in accordance with its terms (except as limited by any applicable bankruptcy liquidation, reorganization, insolvency or other similar laws and by general principles of equity in the event equitable remedies are sought); (C) the Amended and Restated Second Lien Bonds Master Indenture and this Fifteenth Supplemental Indenture have been duly and lawfully authorized by all necessary action on the part of the City, have been duly and lawfully executed by authorized officers of the City, are in full force and effect and are valid and binding upon the City and enforceable in accordance with their terms (except as limited by any applicable bankruptcy, liquidation, reorganization, insolvency or other similar laws and by general principles of equity in the event equitable remedies are sought); (D) the Amended and Restated Second Lien Bonds Master Indenture and this Fifteenth Supplemental Indenture create the valid pledge of the Trust Estate, including Net Revenues and moneys and securities held in the accounts of the Water Fund except for the except for amounts on deposit in the Senior Lien Rebate Accounts, the Subordinate

Lien Obligations Account, the Commercial Paper Account and the Line of Credit Notes Account (other than monies, instruments and securities or any Qualified Reserve Account Credit Instrument on deposit in a Debt Service Reserve Account for any other Series of Second Lien Bonds issued or to be issued) under the Amended and Restated Second Lien Bonds Master Indenture and this Fifteenth Supplemental Indenture for the benefit and security of the Series 2024A Second Lien Bonds; subject to application of such moneys and securities in the manner provided in the Amended and Restated Second Lien Bonds Master Indenture and this Fifteenth Supplemental Indenture; (E) upon the execution, authentication and delivery of the Amended and Restated Second Lien Bonds Master Indenture and this Fifteenth Supplemental Indenture, the Series 2024A Second Lien Bonds will have been, duly and validly authorized and issued in accordance with the Constitution and laws of the State, the Series 2024A Bond Ordinance, the Amended and Restated Second Lien Bonds Master Indenture and this Fifteenth Supplemental Indenture and (F) any required approval for the issuance of the Series 2024A Second Lien Bonds has been obtained;

(iv) a written order as to the delivery of the Series 2024A Second Lien Bonds, signed by the Chief Financial Officer and stating (A) the identity of the purchasers, the aggregate purchase price and the date and place of delivery; and (B) that no Event of Default has occurred and is continuing under the Amended and Restated Second Lien Bonds Master Indenture or this Fifteenth Supplemental Indenture; and

(v) a Certificate of the Chief Financial Officer stating that the conditions of Section 2.06 of the Amended and Restated Second Lien Bonds Master Indenture have been met.

Section 2.06. Mutilated, Lost, Stolen or Destroyed Series 2024A Second Lien Bonds.

In the event a Series 2024A Second Lien Bond is mutilated, lost, stolen or destroyed, the City may execute and the Trustee may authenticate a new Series 2024A Second Lien Bond of like date, maturity, interest rate and denomination as the Series 2024A Second Lien Bond mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated Series 2024A Second Lien Bond, such mutilated Series 2024A Second Lien Bond shall first be surrendered to the Trustee, and in the case of any lost, stolen or destroyed Series 2024A Second Lien Bond, there shall be first furnished to the City and the Trustee evidence of such loss, theft or destruction satisfactory to the City and the Trustee, together with indemnity satisfactory to them. In the event any such Series 2024A Second Lien Bond has matured, instead of issuing a substitute Series 2024A Second Lien Bond the City may pay the same without surrender of such Series 2024A Second Lien Bond. The City and the Trustee may charge the Registered Owner of such Series 2024A Second Lien Bond with their reasonable fees and expenses in this connection. All Series 2024A Second Lien Bonds so surrendered to the Trustee shall be canceled and destroyed, and evidence of such destruction shall be given to the City. Upon the date of final maturity or redemption of all of the Series 2024A Second Lien Bonds, the Trustee shall destroy any inventory of unissued certificates.

All duplicate Series 2024A Second Lien Bonds issued and authenticated pursuant to this Section shall constitute original, contractual obligations of the City (whether or not, in the case of the first paragraph of this Section, lost, stolen or destroyed Series 2024A Second Lien Bonds

be at any time found by anyone), and shall be entitled to equal and proportionate rights and benefits under this Fifteenth Supplemental Indenture as all other Outstanding Series 2024A Second Lien Bonds issued under this Fifteenth Supplemental Indenture.

All Series 2024A Second Lien Bonds shall be owned upon the express condition that the foregoing provisions, to the extent permitted by law, are exclusive with respect to the replacement or payment of mutilated, destroyed, lost, stolen or purchased Series 2024A Second Lien Bonds, and shall preclude any and all other rights or remedies.

Section 2.07. Transfer and Exchange of Series 2024A Second Lien Bonds; Persons Treated as Owners. (a) Subject to the limitations contained in subsection (c) of this Section, upon surrender for registration of transfer of any Series 2024A Second Lien Bond at the designated corporate trust office of the Trustee, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Trustee and duly executed by the Bondholder or such Bondholder's attorney duly authorized in writing, the City shall execute, and the Trustee shall authenticate and deliver, in the name of the transferee or transferees a new Series 2024A Second Lien Bond or Bonds of like date and tenor in Authorized Denominations of the same Maturity Date and interest rate for the aggregate principal amount which the Registered Owner is entitled to receive bearing numbers not contemporaneously Outstanding. Subject to the limitations contained in subsection (c) of this Section, Series 2024A Second Lien Bonds may be exchanged at such times at such designated corporate trust office of the Trustee upon surrender of such Series 2024A Second Lien Bond together with an assignment duly executed by the Registered Owner of such Series 2024A Bonds or such Registered Owner's attorney in such form and with guarantee of signature as shall be satisfactory to the Trustee for an equal aggregate principal amount of Series 2024A Second Lien Bonds of like date and tenor of any Authorized Denomination as the Series 2024A Second Lien Bonds surrendered for exchange bearing numbers not contemporaneously Outstanding. The execution by the City of any Series 2024A Second Lien Bond of any Authorized Denomination shall constitute full and due authorization of such Authorized Denomination, and the Trustee shall thereby be authorized to authenticate and deliver such registered Series 2024A Second Lien Bond.

(b) No service charge shall be imposed upon the Registered Owners for any exchange or transfer of Series 2024A Second Lien Bonds. The City and the Trustee may, however, require payment by the person requesting an exchange or transfer of Series 2024A Second Lien Bonds of a sum sufficient to cover any tax, fee or other governmental charge that may be imposed in relation to such exchange or transfer, except in the case of the issuance of one or more Series 2024A Second Lien Bonds for the unredeemed portion of a Series 2024A Second Lien Bond surrendered for redemption in part.

(c) The Trustee shall not be required to transfer or exchange any Series 2024A Second Lien Bond during the period commencing on the Record Date next preceding any Interest Payment Date of such Series 2024A Second Lien Bond and ending on such Interest Payment Date, or to transfer or exchange such Series 2024A Second Lien Bond after the mailing of notice calling such Series 2024A Second Lien Bond for redemption has been made as provided in this Fifteenth Supplemental Indenture or during the period of 15 days next preceding the giving of notice of redemption of Series 2024A Second Lien Bonds of the same Maturity Date and interest rate.

(d) Series 2024A Second Lien Bonds delivered upon any registration of transfer or exchange as provided in this Section 2.07 or as provided in Section 2.08 hereof shall be valid limited obligations of the City, evidencing the same debt as the Series 2024A Second Lien Bonds surrendered, shall be secured by the Indenture and shall be entitled to all of the security and benefits of this Fifteenth Supplemental Indenture to the same extent as the Series 2024A Second Lien Bond surrendered.

(e) The City, the Trustee and any Paying Agent may treat the Registered Owner of any Series 2024A Second Lien Bond as the absolute owner of such Series 2024A Second Lien Bond for all purposes, whether or not such Series 2024A Second Lien Bond shall be overdue, and shall not be bound by any notice to the contrary. All payments of or on account of the principal of, premium, if any, and interest on any such Series 2024A Second Lien Bond as provided in this Fifteenth Supplemental Indenture shall be made only to or upon the written order of the Registered Owner of such Series 2024A Second Lien Bond or such Registered Owner's legal representative, but such registration may be changed as provided in this Fifteenth Supplemental Indenture. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Series 2024A Second Lien Bond to the extent of the sum or sums so paid.

Section 2.08. Cancellation. Any Series 2024A Second Lien Bond surrendered for the purpose of payment or retirement, or for exchange, transfer or replacement, shall be canceled upon surrender of such Series 2024A Second Lien Bond to the Trustee or any Paying Agent. If the City shall acquire any of the Series 2024A Second Lien Bonds, the City shall deliver such Series 2024A Second Lien Bonds to the Trustee for cancellation and the Trustee shall cancel the same. Any such Series 2024A Second Lien Bonds canceled by any Paying Agent other than the Trustee shall be promptly transmitted by such Paying Agent to the Trustee. Certification of Series 2024A Second Lien Bonds canceled by the Trustee and Series 2024A Second Lien Bonds canceled by a Paying Agent other than the Trustee which are transmitted to the Trustee shall be made to the City. Canceled Series 2024A Second Lien Bonds may be destroyed by the Trustee unless instructions to the contrary are received from the City. Upon the date of final maturity or redemption of all Series 2024A Second Lien Bonds, the Trustee shall destroy any inventory of unissued certificates.

Section 2.09. Book-Entry Provisions. The provisions of this Section shall apply as long as the Series 2024A Second Lien Bonds are maintained in book-entry form with DTC or another Securities Depository, any provisions of this Fifteenth Supplemental Indenture to the contrary notwithstanding.

(a) Payments of the principal of and interest on the Series 2024A Second Lien Bonds shall be made to the Securities Depository, or its nominee, as the Registered Owner of the Series 2024A Second Lien Bonds, in same day funds on each date on which the principal of, premium; if any, and interest on the Series 2024A Second Lien Bonds is due as set forth in this Fifteenth Supplemental Indenture and the Series 2024A Second Lien Bonds. Such payments shall be made to the offices of the Securities Depository specified by the Securities Depository to the City and the Trustee in writing. Without notice to or the consent of the beneficial owners of the Series 2024A Second Lien Bonds, the City and the Securities Depository may agree in writing to make payments of principal and interest in a manner different from that set forth herein. If such different manner of payment is agreed upon, the City shall give the Trustee written notice

thereof, and the Trustee shall make payments with respect to the Series 2024A Second Lien Bonds in the manner specified in such notice as set forth herein. Neither the City nor the Trustee shall have any obligation with respect to the transfer or crediting of the principal of, premium, if any, and interest on the Series 2024A Second Lien Bonds to Participants or the beneficial owners of the Series 2024A Second Lien Bonds or their nominees.

(b) The Registered Owners of the Series 2024A Second Lien Bonds have no right to the appointment or retention of a Securities Depository for the Series 2024A Second Lien Bonds. If (i) the City determines, or (ii) the City receives notice that the Securities Depository has received notice from its Participants having interests in at least 50 percent in principal amount of the Series 2024A Second Lien Bonds that the Securities Depository or its successor is incapable of discharging its responsibilities as a securities depository, or that it is in the best interests of the beneficial owners that they obtain certificated Series 2024A Second Lien Bonds, the City may (or, in the case of clause (ii) above, the City shall) cause the Trustee to authenticate and deliver Series 2024A Second Lien Bond certificates. The City shall have no obligation to make any investigation to determine the occurrence of any events that would permit the City to make any determination described in this paragraph.

(c) If, following a determination or event specified in paragraph (b) above, the City discontinues the maintenance of the Series 2024A Second Lien Bonds in book-entry form with the then current Securities Depository, the City will issue replacement Series 2024A Second Lien Bonds to the replacement Securities Depository, if any, or, if no replacement Securities Depository is selected for the Series 2024A Second Lien Bonds, directly to the Participants as shown on the records of the former Securities Depository or, to the extent requested by any Participant, to the beneficial owners of the Series 2024A Second Lien Bonds shown on the records of such Participant. Prior to any transfer of the Series 2024A Second Lien Bonds outside the Book-Entry Only system (including, but not limited to, the initial transfer outside the Book-Entry Only system) the transferor shall provide or cause to be provided to the Trustee all information necessary to allow the Trustee to comply with any applicable tax reporting obligations, including without limitation any cost basis reporting obligations under Internal Revenue Code Section 6045, as amended. The Trustee shall conclusively rely on the information provided to it and shall have no responsibility to verify or ensure the accuracy of such information. Replacement Series 2024A Second Lien Bonds shall be in fully registered form and in Authorized Denominations, be payable as to interest on the Interest Payment Dates of such Series 2024A Second Lien Bonds by check mailed to each Registered Owner at the address of such Registered Owner as it appears on the Bond Register or, at the option of any Registered Owner of not less than \$1,000,000 principal amount of Series 2024A Second Lien Bonds, by wire transfer to any address in the United States of America on such Interest Payment Date to such Registered Owner as of such Record Date, if such Registered Owner provides the Trustee with written notice of such wire transfer address not later than the Record Date (which notice may provide that it will remain in effect with respect to subsequent Interest Payment Dates unless and until changed or revoked by subsequent notice). Principal and premium, if any, on the replacement Series 2024A Second Lien Bonds are payable only upon presentation and surrender of such replacement Series 2024A Second Lien Bond or Second Lien Bonds at the designated corporate trust office of the Trustee.

(d) The Securities Depository and its Participants, and the beneficial owners of the Series 2024A Second Lien Bonds, by their acceptance of the Series 2024A Second Lien Bonds, agree that the City and the Trustee shall not have liability for the failure of such Securities Depository to perform its obligations to the Participants and the beneficial owners of the Series 2024A Second Lien Bonds, nor shall the City or the Trustee be liable for the failure of any Participant or other nominee of the beneficial owners to perform any obligation of the Participant to a beneficial owner of the Series 2024A Second Lien Bonds.

(e) As long as Cede & Co. is the Registered Owner of the Series 2024A Second Lien Bonds, as nominee of DTC, references herein to the Registered Owners of the Series 2024A Second Lien Bonds shall mean Cede & Co. and shall not mean the beneficial owners of the Series 2024A Second Lien Bonds.

(f) As long as Cede & Co. is the Registered Owner of the Series 2024A Second Lien Bonds:

(i) selection of Series 2024A Second Lien Bonds to be redeemed upon partial redemption or presentation of such Series 2024A Second Lien Bonds to the Trustee upon partial redemption shall be deemed made when the right to exercise ownership rights in such Series 2024A Second Lien Bonds through DTC or DTC's Participants is transferred by DTC on its books; and

(ii) DTC may present notices, approvals, waivers or other communications required or permitted to be made by Registered Owners under this Fifteenth Supplemental Indenture on a fractionalized basis on behalf of some or all of those persons entitled to exercise ownership rights in the Series 2024A Second Lien Bonds through DTC or its Participants.

ARTICLE III

REDEMPTION OF SERIES 2024A SECOND LIEN BONDS

Section 3.01. Optional Redemption. The Series 2024A Second Lien Bonds maturing on November 1 of the years, [20__], [20__] and [20__] are subject to redemption prior to maturity at the option of the City, in whole or in part, on any date on or after [_____] 1, [20__] and if in part, in such order of maturity as the City shall determine and within any maturity and interest rate by lot, at a Redemption Price equal to the outstanding principal amount of such Series 2024A Second Lien Bond, together with accrued interest to the date fixed for redemption.

Section 3.02. Mandatory Sinking Fund Redemption.

(a) The Series 2024A Second Lien Bonds due on November 1, [20__], November, [20__], November 1, [20__] and November 1, [20__] (collectively, the "Term Bonds") are subject to mandatory sinking fund redemption prior to maturity in part, selected as provided in Section 3.05, at a redemption price of 100 percent of the outstanding principal amount of such Series 2024A Second Lien Bonds to be so redeemed, on November 1 of the years and in the amounts shown below, plus accrued interest to the redemption date, as set forth below:

Section 3.03. Redemption Terms; Notice of Redemption.

(a) Series 2024A Second Lien Bonds may be called for redemption by the Trustee pursuant to Section 3.01 hereof upon receipt by the Trustee at least 45 days prior to the redemption date (or such shorter period as shall be acceptable to the Trustee) of a written request of the City requesting such redemption. Term Bonds shall be called for redemption by the Trustee pursuant to Section 3.02 hereof without further request or direction from the City or any other party. Series 2024A Second Lien Bonds may be called for redemption by the Trustee pursuant to Section 3.03 hereof upon receipt by the Trustee at least 45 days prior to the redemption date (or such shorter period as shall be acceptable to the Trustee) of a written request of the City requesting such redemption.

(b) Unless waived by any owner of Series 2024A Second Lien Bonds to be redeemed, notice of the call for any optional redemption pursuant to Section 3.01 hereof shall be given by the Trustee on behalf of the City by mailing the redemption notice by first class mail at least 30 days and not more than 45 days prior to the date fixed for redemption to the Registered Owner of the Series 2024A Second Lien Bond or Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such Registered Owner to the Trustee, but the failure to mail any such notice or any defect therein as to any Series 2024A Second Lien Bond to be redeemed shall not affect the validity of the proceedings for the redemption of any other Series 2024A Second Lien Bond to be redeemed. Any notice of redemption mailed as provided in this Section shall be conclusively presumed to have been given whether or not actually received by the addressee.

(c) All notices of redemption shall specify, at a minimum: (i) the series name and designation and certificate numbers of Series 2024A Second Lien Bonds being redeemed, (ii) the CUSIP numbers of the Series 2024A Second Lien Bonds being redeemed, (iii) the principal amount of Series 2024A Second Lien Bonds being redeemed and the redeemed amount for each certificate (for partial calls), (iv) the redemption date, (v) the redemption price, (vi) the Date of Issuance of the Series 2024A Second Lien Bonds being redeemed, (vii) the interest rate and maturity date of the Series 2024A Second Lien Bonds being redeemed, (viii) the date of mailing of notices to Registered Owners and information services (if required), and (ix) the name of the employee of the Trustee which may be contacted with regard to such notice. With respect to an optional redemption of any Series 2024A Second Lien Bonds, such notice may state that said redemption is conditioned upon the receipt by the Trustee on or prior to the date fixed for redemption of moneys sufficient to pay the redemption price of the Series 2024A Second Lien Bonds being redeemed. If such moneys are not so received, such redemption notice shall be of no force and effect, the City shall not redeem such Series 2024A Second Lien Bonds and the Trustee shall give notice, in the same manner in which the notice of redemption was given, that such moneys were not so received and that such Series 2024A Second Lien Bonds will not be redeemed. Unless the notice of redemption shall be made conditional as provided above, on or prior to any redemption date for Series 2024A Second Lien Bonds, the City shall deposit with the Trustee an amount of money sufficient to pay the redemption price of all Series 2024A Second Lien Bonds or portions thereof which are to be redeemed on that date.

(d) Notice of redemption having been given as aforesaid, the Series 2024A Second Lien Bonds, or portions thereof, so to be redeemed shall, on the redemption date (unless the redemption has been canceled as described in Section 3.04(c) hereof), become due and payable at the redemption price therein specified, and from and after such date (unless the City shall default in the payment of the redemption price) such Series 2024A Second Lien Bonds, or portions thereof, shall cease to bear interest. Upon surrender of such Series 2024A Second Lien Bonds for redemption in accordance with said notice, such Series 2024A Second Lien Bonds shall be paid by the Trustee at the redemption price. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Series 2024A Second Lien Bond, there shall be prepared for the Registered Owner a new Series 2024A Second Lien Bond or Bonds of the same interest rate and maturity in the amount of the unpaid principal. If any Series 2024A Second Lien Bond, or portion thereof, called for redemption shall not be so paid upon surrender thereof for redemption, the principal shall, until paid, bear interest from the redemption date at the rate borne by such Bond, or portion thereof, so called for redemption.

Section 3.04. Selection of Series 2024A Second Lien Bonds for Redemption. In the event of the redemption of fewer than all the Series 2024A Second Lien Bonds of the same interest rate and maturity, the aggregate principal amount thereof to be redeemed shall be in an Authorized Denomination, and the Trustee shall assign to each Series 2024A Second Lien Bond of such interest rate and maturity a distinctive number for each minimum Authorized Denomination of such Bond and shall select by lot from the numbers so assigned as many numbers as, at such minimum Authorized Denomination for each number, shall equal the principal amount of such Series 2024A Second Lien Bonds to be redeemed. The Series 2024A Second Lien Bonds to be redeemed shall be those to which were assigned numbers so selected; provided that only so much of the principal amount of each Series 2024A Second Lien Bond shall be redeemed as shall equal such minimum Authorized Denomination for each number assigned to it and so selected. For purposes of any redemption of fewer than all of the outstanding Series 2024A Second Lien Bonds of a single interest rate and maturity, the particular Series 2024A Second Lien Bonds or portions thereof to be redeemed shall be selected not more than 60 days prior to the redemption date by the Trustee.

ARTICLE IV

REVENUES AND FUNDS

Section 4.01. Source of Payment of Series 2024A Second Lien Bonds. The Series 2024A Second Lien Bonds are not general obligations of the City but are limited obligations as described in Section 2.02 hereof and as provided in this Fifteenth Supplemental Indenture and in the Amended and Restated Second Lien Bonds Master Indenture.

Section 4.02. Creation of Accounts and Subaccounts in 2024A Second Lien Bonds Subaccount. (a) Moneys on deposit in the 2024A Second Lien Bonds Subaccount, and in each Account established in it as provided below, shall be held in trust by the Trustee for the sole and exclusive benefit of the Registered Owners of the Series 2024A Second Lien Bonds.

(b) There are by this Fifteenth Supplemental Indenture created by the City and ordered established with the Trustee separate Accounts within the 2024A Second Lien Second Lien Bonds Subaccount, designated as follows:

(i) Program Fee Account: an Account to be designated the “Series 2024A Second Lien Bonds, Program Fee Account” (the “*Series 2024A Program Fee Account*”);

(ii) Principal and Interest Account: an Account to be designated the “Series 2024A Second Lien Bonds, Principal and Interest Account” (the “*2024A Principal and Interest Account*”);

(iii) Cost of Issuance Account: an Account to be designated the “Series 2024A Costs of Issuance Account” (the “*Costs of Issuance Account*”).

Section 4.03. Application of Series 2024A Second Lien Bond Proceeds. The proceeds received by the City from the sale of the Series 2024A Second Lien Bonds in the amount of \$[____,____,____.] (consisting of the aggregate principal amount of the Series 2024A Second Lien Bonds, [plus/less] [net] [premium/discount] of \$[____,____,____.] and less the Underwriters’ discount of \$[____,____,____.]), shall be deposited with the Trustee and applied as follows:

(i) the Trustee will deposit into the Escrow Account the amount of \$[____,____,____.] for refunding the Refunded Bonds pursuant to the Escrow Agreement.

(ii) the Trustee shall pay to the Bond Insurer the amount of \$[____,____,____.] as payment of a portion of the premium for the Bond Insurance Policy.

(iii) the Trustee shall deposit into the Costs of Issuance Account the amount \$[____,____,____.] and shall apply such amount to the Costs of Issuance of the Series 2024A Second Lien Bonds as provided in Section 4.08 hereof.

Section 4.04. Deposits into 2024A Second Lien Bonds Subaccount and Accounts. On May 1 and November 1 of each year, commencing November 1, 2024 (each such date referred to in this Fifteenth Supplemental Indenture as the “Deposit Date”), there shall be deposited into the 2024A Second Lien Bonds Subaccount from amounts on deposit in the Second Lien Bonds Account (other than monies, instruments and securities or any Qualified Reserve Account Credit Instrument on deposit in a Debt Service Reserve Account for any other Series of Second Lien Bonds issued or to be issued) an amount equal to the aggregate of the following amounts, which amounts shall have been calculated by the Trustee and certified by the Chief Financial Officer and transferred by the City to the Trustee on or before the Business Day next preceding each such May 1 or November 1, respectively (such aggregate amount with respect to any Deposit Date being referred to in this Fifteenth Supplemental Indenture as the “Series 2024A Deposit Requirement”):

(a) for deposit into the 2024A Principal and Interest Account, an amount equal to the 2024A Principal and Interest Account Requirement; and

(b) for deposit into the Series 2024A Program Fee Account, the amount estimated by the City to be required as of the close of business on the related Deposit Date to pay all Program Fees payable from amounts in the Program Fee Account during the semi-annual period commencing on such related Deposit Date and, in the case of the initial Deposit Date, any Program Fees payable from the Date of Issuance to, but not including, such initial Deposit Date.

In addition to the Series 2024A Deposit Requirement, there shall be deposited into the 2024A Second Lien Bonds Subaccount any other moneys received by the Trustee under and pursuant to the Amended and Restated Second Lien Bonds Master Indenture or this Fifteenth Supplemental Indenture, when accompanied by directions from the person depositing such moneys that such moneys are to be paid into the 2024A Second Lien Bonds Subaccount or to one or more Accounts in that Subaccount.

Upon calculation by the Trustee of each Series 2024A Deposit Requirement under this Section, the Trustee shall notify the City of the Series 2024A Deposit Requirement and the Deposit Date to which it relates; and shall provide the City with such supporting documentation and calculations as the City may reasonably request.

Section 4.05. Use of Moneys in the Principal and Interest Account. Moneys in the Principal and Interest Account shall be used for the payment of the principal of, premium, if any, and interest on the Series 2024A Second Lien Bonds, for the redemption of Series 2024A Second Lien Bonds prior to their respective Maturity Dates and for the payment of Section 2.08 Obligations and Section 2.09 Obligations. Funds for payment of principal of, premium, if any, and interest due on each Payment Date with respect to the Series 2024A Second Lien Bonds (including the optional redemption of Series 2024A Second Lien Bonds pursuant to Section 3.01 hereof and not otherwise provided for; and with respect to payments made pursuant to Section 2.08 Obligations and Section 2.09 Obligations), shall be derived from moneys held in the Principal and Interest Account, ratably, without preference or priority of any kind, except that net payments required to be made by the City from Gross Revenues to a swap provider pursuant to a swap agreement authorized under the Indenture that does not satisfy the requirements for qualification as a Qualified Second Lien Swap Agreement shall be made only from amounts available after the payment of all Second Lien Bonds and termination and other non-scheduled payments made with respect to Section 2.09 Obligations shall be paid on a subordinate basis.

Section 4.06. [Reserved]

Section 4.07. [Reserved]

Section 4.08. Use of Moneys in the Costs of Issuance Account. Except as otherwise provided in the Series 2024A Bond Ordinance and this Fifteenth Supplemental Indenture, and subject to the provisions of and limitations contained in the Tax Agreement, moneys on deposit in the Costs of Issuance Account shall be disbursed and applied to pay, or to reimburse the payment of, Costs of Issuance, as directed in a certificate of the City filed with the Trustee. If after the earliest to occur of (i) payment of all other expenses incurred in connection with issuance of the Series 2024A Second Lien Bonds, as specified in a certificate of the City filed

with the Trustee and (ii) November 1, 2024, there shall be any balance remaining in the Cost of Issuance Account, such balance shall be transferred to the Principal and Interest Account.

Section 4.09. Tax Covenants. The City covenants to take any action required by the provisions of the Code and within its power to take in order to preserve the exclusion of interest on the Series 2024A Second Lien Bonds from gross income for federal income tax purposes, including, but not limited to, the provisions of Section 148 of the Code relating to “arbitrage bonds.”

The City further covenants to comply with the provisions of the Tax Agreement relating to the Series 2024A Second Lien Bonds, including, but not limited to, those provisions relating to the status of the Series 2024A Second Lien Bonds as “private activity bonds” under Section 141 of the Code.

Section 4.10. Non-presentment of Bonds. In the event any Series 2024A Second Lien Bond shall not be presented for payment when the principal of such Series 2024A Second Lien Bond becomes due, whether at maturity, at the date fixed for redemption or otherwise, if moneys sufficient to pay such Series 2024A Second Lien Bond shall have been made available to the Trustee for the benefit of the Registered Owner of such Series 2024A Second Lien Bond, subject to the provisions of the immediately following paragraph, all liability of the City to the Registered Owner of such Series 2024A Second Lien Bond for the payment of such Series 2024A Second Lien Bond shall immediately cease; determine and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such moneys, without for interest on such monies; for the benefit of the Registered Owner of such Series 2024A Second Lien Bond who shall thereafter be restricted exclusively to such moneys, for any claim of whatever nature on his or her part under the Indenture or on, or with respect to, such Series 2024A Second Lien Bond.

Any moneys so deposited with and held by the Trustee not so applied to the payment of Series 2024A Second Lien Bonds within two years after the date on which the same shall have become due shall be repaid by the Trustee to the City upon the City’s written request, and thereafter the Registered Owners of such Series 2024A Second Lien Bonds shall be entitled to look only to the City for payment, and then only to the extent of the amount so repaid, and all liability of the Trustee with respect to such moneys shall thereupon cease, and the City shall not be liable for any interest on such monies and shall not be regarded as a trustee of such moneys. The obligation of the Trustee under this Section to pay any such funds to the City shall be subject, however, to any provisions of law applicable to the Trustee or to such funds providing other requirements for disposition of unclaimed property.

Section 4.11. Moneys Held in Trust. All moneys required to be deposited with or paid to the Trustee for the account of any Fund or Account referred to in any provision of this Fifteenth Supplemental Indenture shall be held by the Trustee in trust as provided in Section 8.03 of the Amended and Restated Second Lien Bonds Master Indenture, and shall, while held by the Trustee, constitute part of the Trust Estate and be subject to the lien or security interest created by this Fifteenth Supplemental Indenture.

ARTICLE V

INVESTMENT OF MONEYS

Section 5.01. Investment of Moneys. Moneys held in the funds, accounts and subaccounts established under this Fifteenth Supplemental Indenture, including moneys held for payment of Series 2024A Second Lien Bonds not presented for payment as described in Section 4.10 hereof, shall be invested and reinvested in Permitted Investments in accordance with the provisions governing investments contained in the Amended and Restated Second Lien Bonds Master Indenture; *provided*, however, that moneys in the Principal and Interest Account representing principal of or interest on the Series 2024A Second Lien Bonds shall only be invested in Governmental Obligations scheduled to mature on the earlier of (i) (A) 30 days from the date of investment (in the case of amounts representing principal of the Series 2024A Second Lien Bonds) or (B) six months from the date of investment (in the case of amounts representing interest payable on the Series 2024A Second Lien Bonds) or (ii) the date upon which such moneys will be required to be used in accordance with this Fifteenth Supplemental Indenture. All such investments shall be held by or under the control of the Trustee and shall be deemed at all times part of the fund, account or subaccount for which they were made.

ARTICLE VI

DISCHARGE OF LIEN

Section 6.01. Defeasance. If the City shall pay to the Registered Owners of the Series 2024A Second Lien Bonds, or provide for the payment of, the principal, premium, if any, and interest to become due on the Series 2024A Second Lien Bonds, then this Fifteenth Supplemental Indenture shall be fully discharged and satisfied upon the satisfaction and discharge of this Fifteenth Supplemental Indenture, the Trustee shall, upon the request of the City, execute and deliver to the City all such instruments as may be desirable to evidence such discharge and satisfaction, and all fiduciaries shall pay over or deliver to the City all funds, accounts and other moneys or securities held by them pursuant to this Fifteenth Supplemental Indenture which are not required for the payment or redemption of the Series 2024A Second Lien Bonds.

If the City shall pay and discharge a portion of the Series 2024A Second Lien Bonds as provided above, including any Series in full, such portion shall cease to be entitled to any lien, benefit or security under the Indenture. The liability of the City with respect to such Series 2024A Second Lien Bonds shall continue, but the Registered Owners of the Series 2024A Second Lien Bonds so defeased shall thereafter be entitled to payment (to the exclusion of all other Bondholders) only out of the moneys or Governmental Obligations described in clause (a) of the definition of such term deposited with the Trustee under Article IX of the Amended and Restated Second Lien Bonds Master Indenture.

The provisions of this Section 6.01 are subject in all respects to the provisions of Sections 9.01 and 9.02 of the Amended and Restated Second Lien Bonds Master Indenture.

ARTICLE VII

REMEDIES

The provisions of Article VII of the Amended and Restated Second Lien Bonds Master Indenture shall be applicable to any Event of Default which shall have occurred and be continuing under this Fifteenth Supplemental Indenture.

Under no circumstance may the Trustee declare the principal of or interest on the Series 2024A Second Lien Bonds to be due and payable prior to the Maturity Date following the occurrence of an Event of Default under the Amended and Restated Second Lien Bonds Master Indenture or this Fifteenth Supplemental Indenture.

ARTICLE VIII

TRUSTEE AND PAYING AGENT

Section 8.01. Acceptance of Trusts.

(a) The Trustee accepts the trusts imposed upon it by this Fifteenth Supplemental Indenture, and agrees to perform said trusts, but only upon and subject to the express terms and conditions set forth in this Fifteenth Supplemental Indenture and in the Master Indenture. Except as otherwise expressly set forth in this Fifteenth Supplemental Indenture, the Trustee assumes no duties, responsibilities or liabilities by reason of its execution of this Fifteenth Supplemental Indenture other than as set forth in the Master Indenture and this Fifteenth Supplemental Indenture, and this Fifteenth Supplemental Indenture is executed and accepted by the Trustee subject to all the terms and conditions of its acceptance of the trust under the Amended and Restated Second Lien Bonds Master Indenture, as fully as if said terms and conditions were set forth at length in this Fifteenth Supplemental Indenture. Notwithstanding the provisions of Section 8.04 or 8.05 of the Amended and Restated Second Lien Bonds Master Indenture, the Trustee shall have no lien or security interest in and to amounts in the Principal and Interest Account for the purpose of paying the fees or expenses of the Trustee or any Paying Agent. Notwithstanding any provision of the Indenture to the contrary, the Trustee may not resign or be removed until a successor Trustee shall have been appointed as provided in the Amended and Restated Second Lien Bonds Master Indenture.

(b) The Trustee may appoint a Trustee's Agent with power to act on its behalf and subject to its direction in the authentication, registration and delivery of Series 2024A Second Lien Bonds of any Series in connection with transfers and exchanges hereunder, as fully to all intents and purposes as though such Trustee's Agent had been expressly authorized by this Fifteenth Supplemental Indenture to authenticate, register and deliver such Series 2024A Second Lien Bonds. The foregoing notwithstanding, the Trustee need not appoint a Trustee's Agent for as long as the Trustee shall have an office in New York, New York capable of handling the duties of Trustee's Agent hereunder. Any Trustee's Agent appointed pursuant to this Section shall evidence its acceptance by a certificate filed with the Trustee and the City. For all purposes of this Fifteenth Supplemental Indenture, the authentication, registration and delivery of Series 2024A Second Lien Bonds by the Trustee or any Trustee's Agent pursuant to this Section shall

be deemed to be the authentication, registration and delivery of such Series 2024A Second Lien Bonds “by or to the Trustee.” Such Trustee’s Agent shall at all times be a commercial bank having an office in New York, New York, and shall at all times be a corporation organized and doing business under the laws of the United States or of any state with combined capital and surplus of at least \$15,000,000 and authorized under such laws to exercise corporate trust powers and subject to supervision or examination by Federal or state authority. If such corporation publishes reports of condition at least annually pursuant to law or the requirements of such authority, then for the purposes of this Section the combined capital and surplus of such corporation shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. Any Trustee’s Agent appointed hereunder shall also be a Paying Agent for purposes of this Fifteenth Supplemental Indenture

Section 8.02. Dealing in Series 2024A Second Lien Bonds. The Trustee, in its individual capacity, may buy, sell, own, hold and deal in the Series 2024A Second Lien Bonds, and may join in any action which the Registered Owner of any Series 2024A Second Lien Bond may be entitled to take with like effect as if it did not act in any capacity under this Fifteenth Supplemental Indenture. The Trustee, in its individual capacity, either as principal or agent, may also engage in or be interested in any financial or other transaction with the City, and may act as depository, trustee or agent for any committee or body of the Registered Owners of the Series 2024A Second Lien Bonds secured by this Fifteenth Supplemental Indenture or other obligations of the City as freely as if it did not act in any capacity under this Fifteenth Supplemental Indenture.

Section 8.03. Paying Agent.

(a) The Trustee is hereby appointed Paying Agent for the Series 2024A Second Lien Bonds. The City may at any time or from time to time appoint one or more other Paying Agents having the qualifications set forth in subsection (c) below for a successor Paying Agent.

(b) The Trustee hereby accepts the duties and obligations imposed upon it as Paying Agent by this Fifteenth Supplemental Indenture. Each other Paying Agent shall signify its acceptance of the duties and obligations imposed upon it by this Fifteenth Supplemental Indenture by executing and delivering to the City and to the Trustee a written acceptance thereof.

(c) Any Paying Agent may at any time resign and be discharged of the duties and obligations imposed upon it by this Fifteenth Supplemental Indenture by giving at least 60 days’ written notice to the City and the Trustee, and such resignation shall take effect upon the day specified in such notice but only if a successor shall have been appointed as provided herein. Any Paying Agent appointed by the City may be removed at any time by an instrument signed by the Chief Financial Officer and filed with such Paying Agent and the Trustee. The Trustee may at any time terminate the agency of any Paying Agent appointed by it by giving written notice of such termination to such Paying Agent and the City. Upon receiving such a notice of resignation or upon such a termination, or in case at any time such Paying Agent shall cease to be eligible under this Section, the Trustee shall promptly appoint a successor Paying Agent shall give written notice of such appointment to the City and shall mail notice of such appointment to all Owners of Series 2024A Second Lien Bonds. Any successor Paying Agent shall be appointed by the City 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 Fifteenth Supplemental Indenture.

(d) 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.

ARTICLE IX

SUPPLEMENTAL INDENTURES

Section 9.01. Supplemental Indentures. This Fifteenth Supplemental Indenture may be supplemented and amended in the manner set forth in Articles V and VI, respectively, of the Amended and Restated Second Lien Bonds Master Indenture.

Additionally, this Fifteenth Supplemental Indenture may, without the consent of, or notice to, any of the Bondholders, be supplemented and amended, in such manner as shall not be inconsistent with the terms and provisions of this Fifteenth Supplemental Indenture or the Amended and Restated Second Lien Bonds Master Indenture, for any one or more of the following purposes:

(a) to provide for certificated Series 2024A Second Lien Bonds; and

(b) to secure or maintain ratings from any Rating Agency in the highest long-term debt rating category of such Rating Agency which are available for the Series 2024A Second Lien Bonds, which changes will not restrict, limit or reduce the obligation of the City to pay the principal of, premium, if any, and interest on such Series 2024A Second Lien Bonds as provided in the Indenture or otherwise adversely affect the Registered Owners of such Series 2024A Second Lien Bonds under the Indenture.

ARTICLE X

MISCELLANEOUS

Section 10.01. Fifteenth Supplemental Indenture as Part of Indenture. This Fifteenth Supplemental Indenture shall be construed in connection with, and as a part of, the Amended and Restated Second Lien Bonds Master Indenture, and all terms, conditions and covenants contained in the Amended and Restated Second Lien Bonds Master Indenture, except as provided in the Amended and Restated Second Lien Bonds Master Indenture or as modified or supplemented in this Fifteenth Supplemental Indenture and shall apply and be deemed to be for the equal benefit, security and protection of the Bondholders.

Section 10.02. Severability. If any provision of this Fifteenth Supplemental Indenture shall be held or deemed to be, or shall, in fact, be, illegal, inoperative or unenforceable, the same

shall not affect any other provision or provisions contained in this Fifteenth Supplemental Indenture or render the same invalid, inoperative or unenforceable to any extent whatever.

Section 10.03. Payments Due on Saturdays, Sundays and Holidays. If the date for making any payment, or the last date for the performance of any act or the exercise of any right, as provided in this Fifteenth Supplemental Indenture, shall not be a Business Day, such payment may be made, act performed or right exercised on the next Business Day with the same force and effect as if done on the nominal date provided in this Fifteenth Supplemental Indenture, and no interest shall accrue for the period after such nominal date.

Section 10.04. Counterparts. This Fifteenth Supplemental Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 10.05. Rules of Interpretation. Unless expressly indicated otherwise, references to Sections or Articles are to be construed as references to Sections or Articles of this instrument as originally executed.

Section 10.06. Captions. The captions and headings in this Fifteenth Supplemental Indenture are for convenience only and in no way define, limit or describe the scope or intent of any provisions or Sections of this Fifteenth Supplemental Indenture.

IN WITNESS WHEREOF, City has caused these presents to be executed in its name and with its official seal affixed with this Fifteenth Supplemental Indenture and attested by its duly authorized officials; and to evidence its acceptance of the trusts created by this Fifteenth Supplemental Indenture, the Trustee has caused these presents to be executed in its corporate name and with its corporate seal affixed with this Fifteenth Supplemental Indenture and attested by its duly authorized officers, as of the date first above written.

CITY OF CHICAGO

By: _____
Chief Financial Officer

[SEAL]

Attest:

By: _____
City Clerk

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

By: _____
Authorized Signatory

[SEAL]

Attest:

By: _____
Authorized Signatory