

BONDHOLDER'S AGREEMENT

dated as of August 23, 2012,

between

THE COUNTY OF COOK, ILLINOIS

and

BANK OF AMERICA, N.A.

Relating to

\$107,800,000
THE COUNTY OF COOK, ILLINOIS
TAXABLE GENERAL OBLIGATION VARIABLE RATE REFUNDING BONDS,
SERIES 2012B

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EXHIBITS

EXHIBIT A – COMPLIANCE CERTIFICATE

BONDHOLDER'S AGREEMENT

THIS BONDHOLDER'S AGREEMENT, dated as of August 23, 2012 (this "*Agreement*"), is between THE COUNTY OF COOK, ILLINOIS and BANK OF AMERICA, N.A., a national banking association.

RECITALS

WHEREAS, The County of Cook, Illinois (the "*County*") has issued its Taxable General Obligation Variable Rate Bonds, Series 2002A (the "*Series 2002A Bonds*") pursuant to an Indenture of Trust dated as of March 1, 2002 (as amended and supplemented by the First Supplement to the Indenture of Trust dated as of July 1, 2009), by and between the County and Amalgamated Bank of Chicago (the "*Series 2002A Trustee*"), as trustee; and

WHEREAS, the County now intends to issue its Taxable General Obligation Variable Rate Refunding Bonds, Series 2012B in the principal amount of \$107,800,000 (the "*Bonds*") pursuant to an Indenture of Trust (the "*Indenture*") dated as of August 23, 2012, by and between the County and Amalgamated Bank of Chicago, a banking association organized under the laws of the State of Illinois, having its principal corporate trust office in the City of Chicago, Illinois, as trustee (said association, and any successor or successors in such capacity, being herein referred to as the "*Trustee*").

WHEREAS, the Bonds are being issued pursuant to the Master Bond Ordinance (as defined in the Indenture) pursuant to the County's home rule powers under the 1970 Constitution of the State of Illinois.

WHEREAS, the Bonds are direct and general obligations of the County. The full faith and credit of the County has been pledged to secure the punctual payment of the principal of and interest on the Bonds. The County has agreed to levy *ad valorem* real property taxes in amounts that will be sufficient to provide for the timely payment of the principal of and interest on the Bonds as those amounts come due. These taxes are required to be extended for collection against all taxable real property within the County, without limitation as to rate or amount.

WHEREAS, the County intends to use the proceeds of the Bonds to refund the Series 2002A Bonds and to pay costs of issuance associated therewith.

WHEREAS, the Bank (as defined herein) has agreed to purchase the Bonds, and as a condition to such purchase, the Bank has required the County to enter into this Agreement.

NOW, THEREFORE, to induce the Bank to purchase the Bonds, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the County and the Bank hereby agree as follows:

ARTICLE I
DEFINITIONS

Section 1.01. Certain Defined Terms. In addition to the terms defined in the recitals and elsewhere in this Agreement and the Indenture, the following terms shall have the following meanings:

“*Affiliate*” means, with respect to a specified Person, another Person which directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, the specified Person, including any directors or officers thereof. A Person shall be deemed to control another Person if such Person directly or indirectly owns more than ten percent (10%) of any class of the voting securities or capital stock of, or equity interests in, such Person or possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of such other Person, whether through the ownership of voting securities, by contract or otherwise.

“*Bank*” means, initially, Bank of America, N.A., a national banking association and shall also include any Bank Affiliate which then owns all or any portion of the Bonds, and their respective successors and assigns, and upon the receipt from time to time by the County of a notice described in Section 8.13(a) hereof from time to time means the Person designated in such notice as the Bank, as more fully provided in Section 8.13(a) hereof.

“*Bank Affiliate*” means the Bank and any Affiliate of the Bank.

“*Bank Agreement*” means any credit agreement, letter of credit, reimbursement agreement, bondholder’s agreement, standby bond purchase agreement, liquidity agreement or other agreement or instrument (or any amendment, supplement or modification thereto) entered into by the County with any Person, directly or indirectly, or otherwise consented to by the County, under which any Person or Persons undertakes to make loans, extend credit or liquidity to the County or to purchase securities (including a purchase on a private placement basis) pursuant to such agreement in connection with any bonds or Material Debt.

“*Bank Rate*” means, for any day, the Base Rate in effect at such time plus: (a) from the Mandatory Purchase Date to and including the 90th day thereafter, 0.0%, and (b) from and after the 91st day after the Mandatory Purchase Date, 1.00%.

“*Base Rate*” means, for any day, a fluctuating rate of interest per annum equal to the highest of: (a) the Prime Rate in effect at such time plus 1.50%, (b) the Federal Funds Rate in effect at such time plus 3.00%; and (c) 7.50%.

“*Bond Counsel*” means Chapman and Cutler LLP.

“*Bondholder*” means the registered owner of the Bonds.

“*Bonds*” has the meaning set forth in the second recital hereof.

“*Business Day*” means a day other than a day on which banks in Chicago, Illinois, or in the city of the Purchaser’s principal office are required or authorized to remain closed.

“*Closing Date*” means August 23, 2012, subject to the satisfaction of the conditions precedent set forth in Section 3.01 hereof.

“*Code*” means the Internal Revenue Code of 1986, as amended, and any successor statute of similar import, and regulations thereunder, in each case, as in effect from time to time. References to sections of the Code shall be construed also to refer to any successor sections.

“*County*” means The County of Cook, Illinois and any permitted successor or assign thereof hereunder.

“*County Representative*” means the President of the Board of Commissioners of the County or the Chief Financial Officer of the County.

“*Default*” means any event or condition which with notice, passage of time or any combination of the foregoing, would constitute an Event of Default.

“*Default Rate*” means, for any day, a per annum rate of interest equal to the sum of the Bank Rate in effect on such day plus three percent (3.00%).

“*Event of Default*” with respect to this Agreement has the meaning assigned to that term in Section 6.01 hereof and, with respect to any Related Document, has the meaning assigned therein.

“*Excess Interest Amount*” has the meaning set forth in Section 2.03(d) hereof.

“*Excluded Taxes*” means, with respect to the Bank or any other recipient of any payment to be made by or on account of any obligation of the County hereunder, (a) income or franchise taxes imposed on (or measured by) its net income by the United States of America, or by the jurisdiction under the laws of which such recipient is organized or in which its principal office is located and (b) any branch profits taxes imposed by the United States of America or any similar tax imposed by any other jurisdiction in which the County is organized or in which its principal office is located.

“*Federal Funds Rate*” means, for any day, the rate per annum equal to the weighted average of the rates on overnight federal funds transactions with members of the Federal Reserve System arranged by federal funds brokers on such day, as published by the Federal Reserve Bank of New York on the Business Day next succeeding such day; *provided* that (a) if such day is not a Business Day, the Federal Funds Rate for such day shall be such rate on such transactions on the next preceding Business Day as so published on the next succeeding Business Day, and (b) if no such rate is so published on such next succeeding Business Day, the Federal Funds Rate for such day shall be the average rate (rounded upward, if necessary, to a whole multiple of 1/100 of 1%) charged to the Bank on such day on such transactions as determined by the Bank.

“*Fiscal Year*” means the period of twelve (12) consecutive calendar months for which financial statements of the respective entity have been examined by its independent certified public accountants; currently for the County, a year ending on November 30.

“*Fitch*” means Fitch Ratings Inc., its successors and assigns.

“*Generally Accepted Accounting Principles*” or “*GAAP*” means generally accepted accounting principles in effect from time to time in the United States and applicable to entities such as the County.

“*Governmental Authority*” means any government or political subdivision or any agency, authority, bureau, central bank, commission, department or instrumentality of either, or any court or tribunal, in each case, whether foreign or domestic.

“*Indebtedness*” means, with respect to any Person (i) all obligations of such Person for money borrowed, whether or not represented by bonds, debentures, notes, certificates or other securities, including, without limitation, obligations arising out of overdrafts of bank accounts, but excluding trade accounts payable incurred in the ordinary course of business; (ii) all deferred indebtedness of such Person for the payment of the purchase price of property or assets purchased; (iii) all obligations of such Person under any lease which, under GAAP, is required to be capitalized for balance sheet purposes; (iv) all obligations of such Person to reimburse or repay any bank or other Person in respect of amounts paid under a letter of credit, bankers' acceptance, liquidity facility, loan agreement or similar instrument; (v) all guaranties, endorsements, assumptions or other obligations of such Person in respect of, or to purchase or otherwise acquire, or otherwise assure a creditor against loss in respect of, Indebtedness of another Person; (vi) all Indebtedness of others secured by any Lien existing on property owned by such Person, so long as such Person has assumed or become liable for the payment of such Indebtedness evidenced by bonds, debentures, notes or similar instruments and (vii) regularly scheduled obligations under any Interest Rate Agreement providing interest rate support with respect to any parity indebtedness issued by or on behalf of the County.

“*Indemnified Taxes*” means Taxes other than Excluded Taxes.

“*Interest Payment Date*” means the first Business Day of each calendar month.

“*Interest Rate Agreement*” means an interest rate exchange, hedge or similar agreement, entered into by the County or any Affiliate of the County, which agreement may include, without limitation, an interest rate swap, a forward or futures contract or an option (e.g. a call, put, cap, floor or collar) and which agreement does not constitute an obligation to repay money borrowed or the equivalent thereof.

“*Laws*” means federal, state and local laws, statutes, rules, ordinances, regulations, codes, licenses, authorizations, decisions, injunctions, interpretations, orders or decrees of any court or other Governmental Authority having jurisdiction as may be in effect from time to time.

“*Lien*” means any lien, security interest or other charge or encumbrance of any kind, or any other type of preferential arrangement, including without limitation the lien or retained

security title of a conditional vendor and any easement, right of way or other encumbrance on title to the Property that secures any obligation to any person.

“*Majority Holder*” means the owner or owners of a majority of the aggregate principal amount of Bonds from time to time. As of the Closing Date, Bank of America, N.A. shall be the Majority Holder.

“*Mandatory Purchase Date*” means August 23, 2016.

“*Material Adverse Effect*” means an event or occurrence which adversely affects in a material manner the ability of the County to meet or perform its obligations under this Agreement or the other Related Documents on a timely basis, or (b) the rights, interest, security or remedies of the Bank hereunder or under any other Related Document.

“*Material Debt*” means (a) the Bonds and (b) any bonds, notes, certificates, debentures or other evidence of similar indebtedness issued by or on behalf of the County which are general obligation debt of the County.

“*Maximum Interest Amount*” means, the amount of interest that would be due if the Bonds had been subject to the Maximum Interest Rate from the Closing Date to and including the applicable redemption date, taking into account mandatory redemptions made pursuant to the Sinking Fund Requirement (as defined in the Indenture).

“*Maximum Interest Rate*” means 10% per annum, which is the maximum rate of interest for the Bonds permitted by the Master Bond Ordinance.

“*Moody’s*” means Moody’s Investors Service, Inc., a corporation organized and existing under the laws of the State of Delaware, its successors and assigns.

“*Obligations*” means all amounts payable by the County, and all other obligations to be performed by the County, pursuant to the Related Documents (including any amounts to reimburse the Bank for any advances or expenditures made by it under any of such documents).

“*Other Taxes*” means any and all present or future stamp or documentary taxes or any other excise or property taxes, charges or similar levies arising from any payment made hereunder or from the execution, delivery or enforcement of, or otherwise with respect to, this Agreement.

“*Patriot Act*” means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Title III of Pub. L. 107 56 (signed into law October 26, 2001).

“*Person*” means an individual, partnership, corporation (including a business trust), limited liability company, trust, unincorporated association, joint venture or other entity.

“*Pledged Taxes*” means the direct annual tax upon all taxable property in the County which will be applied to pay principal of and interest on the Bonds and which the County has

covenanted in the Indenture to deposit into the Bond Fund (as defined in the Indenture) to secure the obligations hereunder.

“*Prime Rate*” means the rate of interest as publicly announced from time to time by the Bank as its “prime rate.” The “prime rate” is a rate set by the Bank based upon various factors including the Bank’s costs and desired return, general economic conditions and other factors, and is used as a reference point for pricing some loans, which may be priced at, above, or below such announced rate. The Prime Rate may not be the lowest rate at which the Bank makes loans or otherwise extends credit. Any change in such prime rate announced by the Bank shall take effect at the opening of business on the day specified in the public announcement of such change.

“*Property*” means any and all rights, titles and interests in and to any and all property, whether real or personal, tangible (including cash) or intangible, wherever situated and whether now owned or hereafter acquired.

“*Purchase Price*” means an amount equal to 100% of the principal amount of the Bonds subject to mandatory tender for purchase on the Mandatory Purchase Date, plus accrued interest thereon.

“*Related Documents*” means this Agreement, the Indenture, the Bonds, the Master Bond Ordinance and any and all future renewals and extensions or restatements of, or amendments or supplements to, any of the forgoing.

“*Related Parties*” means, with respect to any Person, such Person’s Affiliates and the partners, directors, officers, employees, agents, trustees, administrators, managers, advisors and representatives of such Person and of such Person’s Affiliates.

“*Standard & Poor’s*” means Standard & Poor’s Ratings Services, a Standard & Poor’s Financial Services LLC business, a corporation organized and existing until the laws of the State of New York, its successors and assigns.

“*State*” means the State of Illinois.

“*Taxes*” means any and all present or future taxes, levies, imposts, duties, deductions, charges or withholdings imposed by any Governmental Authority.

“*Term-Out Redemption Date*” means, unless extended pursuant to the terms hereof or pursuant to the Indenture, January 1, 2018.

“*Term-Out Period*” means the period commencing on the Mandatory Purchase Date and ending on the Term-Out Redemption Date.

“*Trustee*” has the meaning set forth in the second recital hereof.

Section 1.02. Computation of Time Periods. In this Agreement, in the computation of a period of time from a specified date to a later specified date, the word “from” means “from and including” and the words “to” and “until” each mean “to but excluding.”

Section 1.03. Construction. Unless the context of this Agreement otherwise clearly requires, references to the plural include the singular, to the singular include the plural and to the part include the whole. The word “including” shall be deemed to mean “including but not limited to,” and “or” has the inclusive meaning represented by the phrase “and/or.” The words “hereof,” “herein,” “hereunder” and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement. The Section headings contained in this Agreement and the table of contents preceding this Agreement are for reference purposes only and shall not control or affect the construction of this Agreement or the interpretation thereof in any respect. Section, subsection and exhibit references are to this Agreement unless otherwise specified.

Section 1.04. Incorporation of Certain Definitions by Reference. Any capitalized term used herein and not otherwise defined herein shall have the meaning provided therefor in the Indenture.

Section 1.05. Accounting Terms and Determinations. Unless otherwise specified herein, all accounting terms used herein shall be interpreted, all accounting determinations hereunder shall be made, and all financial statements required to be delivered hereunder shall be prepared, in accordance with Generally Accepted Accounting Principles. In the event of changes to Generally Accepted Accounting Principles which become effective after the Closing Date, the County and the Bank agree to negotiate in good faith appropriate revisions of this Agreement so as to perpetuate the meaning and effect of such provisions as originally negotiated and agreed upon.

Section 1.06. Relation to Other Documents; Acknowledgment of Different Provisions of Related Documents; Incorporation by Reference.

(a) Nothing in this Agreement shall be deemed to amend, or relieve the County of its obligations under, any Related Document to which it is a party. Conversely, to the extent that the provisions of any Related Document allow the County to take certain actions, or not to take certain actions, with regard for example to permitted encumbrances of assets, incurrence of Indebtedness, incurrence of liens, transfers of assets, maintenance of financial ratios and similar matters, the County nevertheless shall be fully bound by the provisions of this Agreement.

(b) Except as provided in subsection (c) of this Section 1.06, all references to other documents shall be deemed to include all amendments, modifications and supplements thereto to the extent such amendment, modification or supplement is made in accordance with the provisions of such document and this Agreement.

(c) All provisions of this Agreement making reference to specific Sections of any Related Document shall be deemed to incorporate such Sections into this Agreement by reference as though specifically set forth herein (with such changes and modifications as may be herein provided).

ARTICLE II

PURCHASE OF BONDS; THE COUNTY'S OBLIGATIONS

Section 2.01. Purchase of Bonds; Payment Obligations. (a) Upon the conditions set forth in Article III hereof and based on the representations, warranties and covenants of the County set forth in the Related Documents and herein, the Bank hereby agrees to purchase from the County all, but not less than all, of the Bonds at an aggregate purchase price of the outstanding principal amount of the Bonds. On the Closing Date, the County shall deliver to the Bank at the offices of Bond Counsel or at such other place as the parties hereto may mutually agree upon, the documents described in Article III hereof. Upon delivery of such documents, the Bank will pay the full Purchase Price for the Bonds to the Trustee in immediately available federal funds to be applied by the County for the purposes described herein. One fully registered Bond, in the aggregate principal amount equal to the Purchase Price, shall be issued to the Bank in paper form and recorded on the bond register in the name of the Bank.

(b) The County hereby unconditionally, irrevocably and absolutely agrees to make prompt and full payment of all payment obligations owed to the Bank under the Related Documents and to pay any other Obligations owing to the Bank whether now existing or hereafter arising, irrespective of their nature, whether direct or indirect, absolute or contingent, with interest thereon at the rate or rates provided in such Related Documents and under such Obligations.

(c) In the event the Bank has not received the Purchase Price of the Bonds on the Mandatory Purchase Date, and as of such date (i) no Default or Event of Default shall have occurred and be continuing, and (ii) the representations and warranties set forth in Article IV shall be true and correct in all material respects, then the interest rate payable on the Bonds shall convert to the Bank Rate and the Term-Out Period shall commence, all as set forth in the Indenture. During the Term-Out Period, interest shall continue to be payable monthly in arrears on each Interest Payment Date.

(d) The County hereby agrees that it shall pay within thirty (30) days after demand:

(i) all reasonable costs and expenses of the Bank in connection with the enforcement (whether by means of legal proceedings or otherwise) of any of its rights under this Agreement, the other Related Documents and such other documents which may be delivered in connection therewith;

(ii) a fee for each amendment to this Agreement or any Related Document, requiring consent by the Bank with respect to any amendment to any Related Document or waiver by the Bank under any Related Document, in each case, in an amount equal to \$2,500 plus reasonable fees and out-of-pocket expenses of counsel incurred in connection with such amendment or waiver; *provided* that no such fee shall be charged if the reason for such amendment is wholly within the control of the Bank;

(iii) the reasonable fees and out of pocket expenses for counsel to the Bank in connection with advising the Bank as to its rights and responsibilities in connection with

this Agreement, the Bonds, any other Related Document or a Default or an Event of Default under this Agreement, any other Related Document or in connection with responding to requests from the County for approvals, consents and waivers; and

(iv) any amounts advanced by or on behalf of the Bank to the extent required to cure any Default, Event of Default or event of nonperformance hereunder under or any Related Document, together with interest at the Default Rate.

In addition, if at any time any Governmental Authority with jurisdiction over the County shall require revenue or other documentary stamps or any other tax in connection with the execution or delivery of this Agreement or other Related Documents, then, if the County lawfully may pay for such stamps, taxes or fees, the County shall pay, when due and payable, for all such stamps, taxes and fees, including interest and penalties thereon, and the County agrees to save the Bank harmless from and against any and all liabilities with respect to or resulting from any delay of County in paying, or omission of the County to pay, such stamps, taxes and fees hereunder.

Section 2.02. Increased Payments. (a) If, on or after the Closing Date, the adoption of any law or any governmental or quasi-governmental rule, regulation, policy, guideline or directive (whether or not having the force of law), or any change in the interpretation, promulgation, implementation or administration thereof by any governmental or quasi-governmental authority, central bank or comparable agency charged with the interpretation or administration thereof including, notwithstanding the foregoing, all requests, rules, guidelines or directives in connection with Dodd-Frank Wall Street Reform and Consumer Protection Act regardless of the date enacted, adopted or issued, or compliance by the Bank with any request or directive (whether or not having the force of law) of any such authority, central bank or comparable agency:

(i) subjects the Bank to any Taxes, or changes the basis of taxation of payments (other than with respect to Excluded Taxes) to the Bank hereunder or with respect to the Bonds, or

(ii) imposes or increases or deems applicable any reserve, assessment, insurance charge, special deposit or similar requirement against assets of, deposits with or for the account of, or credit extended by, the Bank, or

(iii) imposes any other condition the result of which is to increase the cost to the Bank with respect to this Agreement, the Bonds or its making, maintenance or funding of the Bonds or any security therefor, or reduces any amount receivable by the Bank with respect to this Agreement, the Bonds, or the making, maintenance or funding of any loan or participations therein, or requires the Bank to make any payment calculated by reference to any amount received by with respect to this Agreement, the Bonds, or the making, maintenance or funding of any loan, by an amount deemed material by the Bank,

and the result of any of the foregoing is to increase the cost to the Bank with respect to this Agreement, the Bonds, or the making, maintenance or funding of any loan or of issuing or

participating the same or to reduce the return received by the Bank in connection with the same, then, to the extent permitted by law, within thirty (30) days of demand by the Bank, the County shall pay the Bank such additional amount or amounts as will compensate the Bank for such increased cost or reduction in amount received.

(b) If the Bank determines the amount of capital required or expected to be maintained by the Bank, or any corporation controlling the Bank is increased as a result of a Change, then, within thirty (30) days of demand by the Bank, the County shall, to the extent permitted by law, pay the Bank the amount necessary to compensate for any shortfall in the rate of return on the portion of such increased capital which the Bank determines is attributable to this Agreement or the Bonds, as the case may be, hereunder (after taking into account the Bank's policies as to capital adequacy). "Change" means (i) any change after the closing date of this Agreement in the Risk-Based Capital Guidelines or (ii) any adoption of or change in any other law, governmental or quasi-governmental rule, regulation, policy, guideline, interpretation, or directive (whether or not having the force of law) or in the interpretation, promulgation, implementation or administration thereof after the Closing Date which affects the amount of capital required or expected to be maintained by the Bank or any corporation controlling the Bank. Notwithstanding the foregoing, for purposes of this Agreement, all requests, rules, guidelines or directives in connection with the Dodd-Frank Wall Street Reform and Consumer Protection Act shall be deemed to be a Change regardless of the date enacted, adopted or issued and all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Regulations and Supervisory Practices (or any successor or similar authority) or the United States financial regulatory authorities shall be deemed to be a Change regardless of the date adopted, issued, promulgated or implemented. "Risk-Based Capital Guidelines" means (i) the risk-based capital guidelines in effect in the United States on the date of this Agreement, including transition rules, and (ii) the corresponding capital regulations promulgated by regulatory authorities outside the United States including transition rules, and any amendments to such regulations adopted prior to the date of this Agreement.

(c) A certificate of the Bank setting forth the amount or amounts necessary to compensate the Bank or its holding company, as the case may be, as specified in paragraph (a) or (b) of this Section shall be delivered to the County and shall be conclusive absent manifest error.

(d) Failure or delay on the part of the Bank to demand compensation pursuant to this Section shall not constitute a waiver of the Bank's right to demand such compensation.

Section 2.03. Taxes; Interest Rate Clawback. (a)(i) Any and all payments by or on account of any obligation of the County hereunder shall be made free and clear of and without deduction for any Indemnified Taxes or Other Taxes; *provided* that if the County shall be required to deduct any Indemnified Taxes or Other Taxes from such payments, then (A) the sum payable shall be increased as necessary so that after making all required deductions (including deductions applicable to additional sums payable under this Section) the Bank receives an amount equal to the sum it would have received had no such deductions been made, (B) the County shall make such deductions and (C) the County shall pay the full amount deducted to the relevant Governmental Authority in accordance with applicable law.

(ii) In addition, the County shall pay any Other Taxes to the relevant Governmental Authority in accordance with applicable law.

(iii) The County shall indemnify the Bank within thirty (30) days after written Bank demand therefor, for the full amount of any Indemnified Taxes or Other Taxes paid by the Bank on or with respect to any payment by or on account of any obligation of the County hereunder (including Indemnified Taxes or Other Taxes imposed or asserted on or attributable to amounts payable under this Section) and any penalties, interest and reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes or Other Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to the County by the Bank shall be conclusive absent manifest error.

(iv) As soon as practicable after any payment of Indemnified Taxes or Other Taxes by the County to a Governmental Authority, the County shall deliver to the Bank the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Bank.

(v) If the Bank determines, in its sole discretion, that it has received a refund of any Taxes or Other Taxes as to which it has been indemnified by the County or with respect to which the County has paid additional amounts pursuant to this Section 2.03, it shall pay over such refund to the County (but only to the extent of indemnity payments made, or additional amounts paid, by the County under this Section 2.03 with respect to the Taxes or Other Taxes giving rise to such refund), net of all out of pocket expenses of the Bank and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund); *provided*, that the County, upon the request of the Bank agrees to repay the amount paid over to the County (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) to the Bank in the event the Bank is required to repay such refund to such Governmental Authority. This Section shall not be construed to require the Bank to make available its tax returns (or any other information relating to its taxes which it deems confidential) to the County or any other Person.

(b) (i) If the amount of interest payable for any period in accordance with the terms hereof or the Bonds exceeds the amount of interest that would be payable for such period had interest for such period been calculated at the Maximum Interest Rate, then interest for such period shall be payable in an amount calculated at the Maximum Interest Rate.

(ii) Any interest that would have been due and payable for any period but for the operation of the immediately preceding subclause (i) shall accrue and be payable as provided in this subclause (ii) and shall, less interest actually paid to the Bank for such period, constitute the "Excess Interest Amount." If there is any accrued and unpaid Excess Interest Amount as of any date, then the principal amount with respect to which interest is payable shall bear interest at the Maximum Interest Rate until payment to the Bank of the entire Excess Interest Amount.

(iii) Notwithstanding the foregoing, on the date on which no principal amount with respect to the Bonds remains unpaid, the County shall pay to the Bank a fee equal to the lesser of the (i) accrued and unpaid Excess Interest amount, and (ii) Maximum Interest Amount less the actual interest accrued and paid from the Closing Date to such date, and thereafter, the County shall have no further obligation to the Bank with respect to such deferred Excess Interest.

(c) The obligations of the County under this Section 2.03 shall survive the termination of this Agreement and the redemption or other payment in full of the Bonds.

Section 2.04. Obligations Absolute. To the fullest extent permitted by applicable Laws, the payment obligations of the County under this Agreement shall be unconditional and irrevocable and shall be paid strictly in accordance with the terms of this Agreement under all circumstances, including without limitation the following:

(a) any lack of validity or enforceability of this Agreement, the Bonds or any of the other Related Documents;

(b) any amendment or waiver of or any consent to departure from all or any of the Related Documents; or

(c) the existence of any claim, set off, defense or other right which the County may have at any time against the Bank, whether in connection with this Agreement, the other Related Documents, the transactions contemplated herein or therein or any unrelated transaction.

Notwithstanding this Section, the Bank acknowledges the County may have the right to bring a collateral action with respect to one or more of the foregoing circumstances. The County's payment obligations shall remain in full force and effect pending the final disposition of any such action. All fees payable pursuant to this Agreement shall be deemed to be fully earned when due and non refundable when paid.

Section 2.05. Funding Indemnity. In the event the Bank shall incur any loss, cost, or expense (including, without limitation, any loss, cost, or expense incurred by reason of the liquidation or reemployment of deposits or other funds acquired or contracted to be acquired by the Bank to purchase or hold the Bonds or the relending or reinvesting of such deposits or other funds or amounts paid or prepaid to the Bank) as a result of any redemption of the Bonds on a date other than an Interest Payment Date for any reason, whether before or after default, and whether or not such payment is required by any provision of this Agreement, then upon the demand of the Bank, the County shall pay to the Bank a redemption premium in such amount as will reimburse the Bank for such loss, cost, or expense. If the Bank requests such redemption premium, it shall provide to the County a certificate setting forth the computation of the loss, cost, or expense giving rise to the request for such redemption premium in reasonable detail and such certificate shall be conclusive if reasonably determined.

ARTICLE III

CONDITIONS PRECEDENT TO PURCHASE OF BONDS

Section 3.01. Documentary Requirements. The effectiveness of this Agreement and the obligation of the Bank to purchase the Bonds is subject to the conditions precedent that the Bank shall have received, on or before the Closing Date, the items listed below in this Section, each dated and in form and substance satisfactory to the Bank.

- (a) A true and complete original executed counterpart of this Agreement.
- (b) The Bond or Bonds in accordance with Section 2.01(a).
- (c) Certified copies of the ordinance or ordinances, including, without limitation, the Master Bond Ordinance of the County Board approving this Agreement, the Related Documents and the other matters contemplated hereby (which certificate shall state that such ordinances are in full force and effect on the Closing Date).
- (d) Certified copies of all approvals or authorizations by, or consents of, or notices to or registrations with, any Governmental Authority required for the County to enter into this Agreement and the other Related Documents, and of all such approvals, authorizations, consents, notices or ordinances required to be obtained or made prior to the Closing Date in connection with the transactions contemplated by the Related Documents, if any.
- (e) The Indenture shall be duly executed and delivered by all parties thereto, and shall be acceptable to the Bank in all respects.
- (f) A certificate of the County certifying the names and true signatures of the respective officers thereof authorized to sign this Agreement and the other documents to be delivered by it hereunder or thereunder.
- (g) Opinions of the State's Attorney and Bond Counsel, each dated the Closing Date, such opinions being in form and substance reasonably acceptable to the Bank.
- (h) A copy certified on the Closing Date by the County of the Related Documents delivered prior to the Closing Date, and an executed original of each of the Related Documents, other than the Bonds, that are delivered on the Closing Date.
- (i) Copies of the legal opinions rendered in connection with the issuance of the Bonds and the delivery of the Related Documents.
- (j) A certificate signed by the County, dated the Closing Date, certifying that: (a) the representations and warranties of the County contained in Article IV hereof are true and correct on and as of the Closing Date as though made on and as of such date; (b) no Default or Event of Default hereunder has occurred and is continuing, or would result from the execution of this Agreement or the Indenture; (c) except as described in any documents provided by the County to the Bank and approved by the Bank prior to the Closing Date, no material adverse change shall have occurred in the condition (financial or otherwise) or operations of the County between the

date of the County's most recent audited financial statements and the Closing Date which materially adversely affects the issuance of any of the Bonds, the security for any of the Bonds, or the County's ability to repay when due its obligations under this Agreement and the Related Documents, and no transactions or obligations having a material adverse effect on the condition (financial or otherwise) or operations of the County, whether or not arising from transactions in the ordinary course of the County's business, shall have been entered into by the County subsequent to the date of the County's most recent audited financial statements; (d) no petition by or against the County has at any time been filed under the United States Bankruptcy Code or under any similar act; (e) the name, incumbency and signature of each individual authorized to sign this Agreement and the Related Documents, other than the Bonds, to which the County is a party; and (f) all conditions precedent to the effectiveness of this Agreement have been satisfied as of the Closing Date.

(k) Payment of the Bank's fees and expenses (including attorney's fees and expenses of Winstead PC, as counsel to the Bank) payable on the Closing Date.

(l) Written confirmation that the long term unenhanced ratings on any Material Debt of the County (other than the Bonds or any similar bonds being directly purchased by a financial institution from the County without an intent to resell) shall be at least "Aa3" by Moody's, "AA" by Standard & Poor's or "AA-" by Fitch, or, in each case, the equivalent of any such rating.

(m) A certificate from the County stating that all conditions precedent to the issuance of the Bonds have been satisfied and the County has duly executed and delivered the Bonds to the Bank.

(n) Receipt of the financial statements described in Section 4.07 hereof, which must be satisfactory to the Bank.

(o) Receipt of the County investment policy, guidelines and permitted investments, as applicable, in each case in form and substance satisfactory to the Bank.

(p) Evidence satisfactory to the Bank that all of the outstanding Series 2002A Bonds have been tendered to the Series 2002A Trustee or have been or are in the process of being replaced or redeemed to the satisfaction of the Bank.

Such other documents, instruments, approvals and, if requested by any Bank, certified duplicates of executed originals thereof, and opinions as such Bank may reasonably request.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES

The County represents and warrants as follows:

Section 4.01. Existence and Power. The County is a political subdivision and home rule unit of local government organized and existing under the laws of the State. The County has all power and authority to conduct its business as currently conducted, to own its assets, to enter into and satisfy its obligations under this Agreement and the Related Documents to which it is a

party, incur Indebtedness in accordance with the Indenture and this Agreement and pledge the Trust Estate to the payment of amounts owned with respect to the Bonds and to the payment of its Obligations under this Agreement.

Section 4.02. Regulatory Authority. The County is duly authorized to conduct its business under all applicable laws, rulings, regulations and ordinances and the departments, agencies and political subdivisions governing it or regulating its business, and the County has obtained all material and requisite approvals of the state and of federal, regional and local governmental bodies required to be obtained prior to the date of delivery of the Related Documents and this Agreement.

Section 4.03. Noncontravention. The execution and delivery by the County of this Agreement and the Related Documents and the performance of its obligations hereunder and thereunder, will not violate any existing law, rule, regulation, order, writ, judgment, injunction, decree or award binding on the County, or result in a breach of any of the terms of, or constitute a default under or result in the creation or imposition of any lien on, any indenture, mortgage, deed of trust, lease or other agreement or instrument to which the County is a party or by which it or any of its property is bound or any of the rules, regulations or laws applicable to it or its property or any decree or order of any court or other governmental body.

Section 4.04. Due Authorization. The execution, delivery and performance by the County of this Agreement and the Related Documents to which it is a party are within its power and authority, and have been duly authorized by all necessary action and will not contravene any provision of State law.

Section 4.05. Valid and Binding Obligations. This Agreement and the Related Documents to which the County is a party are valid and binding obligations of the County, enforceable against the County in accordance with their respective terms, except as such enforceability may be limited by the County's bankruptcy, insolvency, reorganization, moratorium or other laws or equitable principles relating to or limiting creditors' rights generally and except that no representation is made with respect to the enforceability of the indemnification provisions in this Agreement or the Related Documents.

Section 4.06. Pending Litigation and Other Proceedings. There is no pending action or proceeding before any court, governmental agency or arbitrator against or directly involving the County and, to the County's knowledge, there is no threatened action or proceeding affecting the County or any of its assets before any court, governmental agency or arbitrator which, if adversely determined, could materially and adversely affect the financial condition or operations of the County or the validity or enforceability of this Agreement or any of the Related Documents or the ability of the County to perform its obligations hereunder or under the Related Documents.

Section 4.07. Financial Statements. The balance sheets of the County as of November 30, 2011, and the related statements of revenues and expenses and changes in financial position for the years then ended and the auditors' reports with respect thereto, copies of which have heretofore been furnished to the Bank, are complete and correct and fairly present the financial condition, changes in financial position and results of operations of the County at such dates and

for such periods, and were prepared in accordance with generally accepted accounting principles. Since November 30, 2011, there has been no material adverse change, individually or in the aggregate, in the business, properties, condition (financial or otherwise) or operations, present or prospective, of the County that has had or could reasonably be expected to have a Material Adverse Effect, nor any increase in its long-term debt which has not been otherwise disclosed to the Bank.

Section 4.08. Complete and Correct Information. All information, reports and other papers and data with respect to the County furnished to the Bank or its counsel by the County were, taken in the aggregate and at the time the same were so furnished, complete and correct in all material respects, to the extent necessary to give the Bank a true and accurate knowledge of the subject matter. No fact is known to the County which materially and adversely affects or in the future may (so far as it can foresee) materially and adversely affect the assets or liabilities, financial condition, results of operations of the County which has not been set forth in the financial statements referred to in Section 4.08 above or in such information, reports, papers and data or otherwise disclosed in writing to the Bank by the County. No document furnished or statement made by the County in connection with the negotiation, preparation or execution of this Agreement or any Related Document, when considered in the aggregate, contains any untrue statement of a fact material to the creditworthiness of the County or omits to state a material fact necessary in order to make the statements contained therein not misleading.

Section 4.09. Pending Legislation and Decisions. There is no amendment or, to the knowledge of the County, proposed amendment to the Constitution of the State or any administrative interpretation of the Constitution of the State or any State law or, or any judicial decision interpreting any of the foregoing, the effect of which will materially adversely affect the security for any of the Bonds or the County's obligations hereunder or under any of the Related Documents, or the County's ability to repay when due its obligations under this Agreement and the Related Documents.

Section 4.10. Bond. The Bonds have been duly and validly issued by the County under the Master Bond Ordinance and pursuant to the Indenture. The Bonds purchased pursuant to this Agreement will be transferred to or held for the benefit of the Bank, free and clear of all liens, security interests or claims of any Person other than the Bank, except for consensual liens or other security interests as may be created by the Bank.

Section 4.11. Default. The County is not in default under (i) any order, writ, injunction or decree of any court or governmental body, agency or other instrumentality applicable to it, or (ii) any law or regulation applicable to it, or (iii) any of its Indebtedness, or (iv) any contract, agreement or instrument to which it is a party or by which it or its property is bound, in each case, which default could have an adverse effect on the validity or enforceability of, or the authority or ability of the County to perform its obligations under, this Agreement and the Related Documents or the repayment of any Material Debt; and no event has occurred which with the giving of notice or the passage of time or both would constitute such a default. No Default or Event of Default has occurred or is continuing hereunder.

Section 4.12. Incorporation of Representations and Warranties. The County hereby makes to the Bank the same representations and warranties as were made by it in each Related

Document to which it is a party, which representations and warranties, together with the related definitions of terms contained therein, are hereby incorporated by reference with the same effect as if each and every such representation and warranty and definition were set forth herein in its entirety. No amendment to or waiver of such representations and warranties or definitions made pursuant to the relevant Related Documents shall be effective to amend such representations and warranties and definitions as incorporated by reference herein without the prior written consent of the Bank.

Section 4.13. Security. The Indenture and/or the Master Bond Ordinance create, for the benefit of the Bank, the pledge, lien and assignment of the Pledged Taxes to secure the Bonds as and to the extent provided herein and in the Indenture. Each Bond is a direct and general obligation of the County for the payment of which, both principal and interest, the County pledges its full faith, credit and resources. Except as provided in the Master Bond Ordinance, the County has not pledged or granted a lien, security interest or other encumbrance of any kind on the Pledged Taxes or the Trust Estate, which, in each case, shall be held in trust for the sole purpose of paying principal of, and interest and fees on, the Bonds.

Section 4.14. Usury. The terms of this Agreement and the Bonds regarding the calculation and payment of interest and fees do not violate any applicable usury laws.

Section 4.15. Federal Reserve Board Regulations. The County does not intend to use any part of the proceeds of the Bonds or the funds advanced hereunder and has not incurred any indebtedness to be reduced, retired or purchased by the County out of such proceeds, for the purpose of purchasing or carrying any Margin Stock, and the County does not own and has no intention of acquiring any such Margin Stock.

Section 4.16. Investment Company Act. The County is not an “investment company” or a company “controlled” by an “investment company,” as such terms are defined in the Investment Company Act of 1940, as amended.

Section 4.17. Compliance with Laws and Investment Policy Guidelines. The County is in compliance in all material respects with the requirements of all laws and all orders, writs, injunctions, investment policy guidelines and decrees applicable to it or to its properties, except in such instances in which (a) such requirement of law or order, writ, injunction or decree is being contested in good faith by appropriate proceedings diligently conducted or (b) the failure to comply therewith, either individually or in the aggregate, could not reasonably be expected to have a materially adversely affect, the properties, business, revenues, condition (financial or otherwise), results of operations or prospects of the County or the County’s ability to perform any of its obligations under this Agreement or any other Related Document to which it is a party.

Section 4.18. Solvency. The County is solvent and is able to pay its debts as they become due.

Section 4.19. ERISA. The County does not maintain or contribute to, and has not maintained or contributed to, any Plan that is subject to Title IV of ERISA.

Section 4.20. Trustee. The Trustee is the duly appointed and acting trustee under the Indenture.

Section 4.21. Sovereign Immunity. Except as set forth in the Illinois Local Governmental and Governmental Employees Tort Immunity Act, the County does not have sovereign immunity rights under the laws of the State.

ARTICLE V

AFFIRMATIVE AND NEGATIVE COVENANTS OF THE COUNTY

So long as any obligation is owed to the Bank hereunder, the County covenants and agrees as follows, unless the Bank shall otherwise consent in writing:

Section 5.01. Compliance With Laws and Regulations. The County shall comply in all material respects with all laws (including ERISA, if applicable), ordinances, orders, rules, regulations and policies which may be applicable to it or its properties if failure to comply would have a material adverse effect on the security for any of the Bonds, or the County's ability to pay when due its obligations under this Agreement or the Related Documents.

Section 5.02. Reporting Requirements. The County shall keep proper books of record and account in which full, true and correct entries will be made of all dealings or transactions of or in relation to the business and affairs of the County on a consolidated or combined basis in accordance with generally accepted accounting principles consistently applied. The County shall furnish to the Bank two copies of each of the following:

(a) *Annual Financial Statements.* As soon as available, and in any event within 300 days after the close of each Fiscal Year of the County, the County's Comprehensive Annual Financial Report, including audited financial statements, setting forth in each case in comparative form the corresponding figures for the preceding Fiscal Year all in reasonable detail, certified and prepared by an independent certified public accountant in accordance with generally accepted accounting principles, consistently applied.

(b) *Certificate of Compliance.* Simultaneously with the delivery of each set of financial statements referred to in (a) above, a certificate signed by the Chief Financial Officer of the County stating that (i) under his/her supervision the County has made a review of its activities during the preceding annual period for the purpose of determining whether or not the County has complied with all of the terms, provisions and conditions of this Agreement and the Related Documents and (ii) to the best of his/her knowledge, the County is not in default in the performance or observance of any of the terms, covenants, provisions or conditions of this Agreement or any of the Related Documents, or if the County shall be in default, such certificate shall specify each such default, the nature and status thereof and any remedial steps taken or proposed to correct each such default.

(c) *Other Reports.* Promptly upon request by the Bank, copies of any official statement or other offering document related to the County's general obligation bonded debt.

(d) *Budget.* Within 10 Business Days after approval by the County Board, an annual budget (and all amendments thereto) of the County for such upcoming Fiscal Year including provisions to facilitate payment of the County's obligations under this Agreement.

(e) *Amendments.* Promptly after the adoption thereof, copies of any amendments of or supplements to any of the Related Documents.

(f) *Other Information.* Such other information respecting the condition or operations, financial or otherwise, of the County as the Bank may from time to time reasonably request and to any modifications or amendments of the documentation referred in clause (d) of this Section.

Section 5.03. Amendments. The County shall not amend, modify or supplement, nor agree to any amendment or modification of, or supplement to, any of the Related Documents without the prior written consent of the Bank, such consent not to be unreasonably withheld.

Section 5.04. Notices. The County will promptly furnish, or cause to be furnished, to the Bank (i) notice of the occurrence of any Default or Event of Default or any “event of default” under the Indenture and this Agreement, (ii) copies of any communications, reports or financial statements delivered or received by it from any rating agency with respect to the transactions contemplated hereby, (iv) change in accounting or financial reporting practices of the County, (v) each notice required to be given to the Bank pursuant to the Indenture, (vi) such further financial and other information with respect to the County and its affairs as the Bank may reasonably request from time to time, (vii) notice of any material proceedings or investigations of any Governmental Authority with jurisdiction over the County, relating to the County, the Bonds, the Indenture or any Related Documents, (viii) notice of the (x) existence and status of any litigation or other claim or event or (y) passage of any state or local ordinance, law or rule not of general applicability to all Persons, either of which could reasonably be expected to have a material adverse effect on (A) the financial condition or operations of the County, (B) the Bonds, (C) the security for any Bonds or any obligation owed to the Bank hereunder, (D) the ability of the County to perform its obligations under this Agreement and the other Related Documents, (E) the enforceability or validity of any of the Related Documents, and (ix) any change in any material fact or circumstance represented or warranted in this Agreement or in any of the Related Documents.

Section 5.05. Further Assurances. The County shall, upon the request of the Bank, from time to time, execute and deliver and, if necessary, file, register and record such financing statements, amendments, confirmation statements and other documents and instruments and take such further action as may be reasonably necessary to effectuate the provisions of this Agreement and the Related Documents. Except to the extent it is exempt therefrom, the County will pay or cause to be paid all filing, registration and recording fees incident to such filing, registration and recording, and all expenses incident to the preparation, execution and acknowledgment of such instruments of further assurance, and all federal or state fees and other similar fees, duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of this Agreement, the Related Documents and such instruments of further assurance.

Section 5.06. Books and Records; Right of Entry. The County shall (a) maintain proper books of record and account, in which full, true and correct entries in conformity with GAAP consistently applied shall be made of all financial transactions and matters involving the assets and business of the County; and (b) permit the duly authorized representatives of the Bank during normal business hours and upon reasonable notice to enter the premises of the County, or

any parts thereof, to examine and copy the County's financial and corporate books, records and accounts, and to discuss the affairs, finances, business and accounts of the County with the County's officers and employees.

Section 5.07. Related Obligations. The County shall promptly pay all amounts payable by it hereunder and under the Related Documents according to the terms hereof or thereof and shall duly perform each of its obligations under this Agreement and the other Related Documents to which it is a party; the provisions of which, as well as related defined terms contained therein, are hereby incorporated by reference herein with the same effect as if each and every such provision were set forth herein in its entirety without giving effect to any expiration, amendment, supplement or termination of the Related Documents to which the Bank has not given its express consent.

Section 5.08. Additional Indebtedness. The County shall not issue any additional Indebtedness that is secured by or payable from any part of the Pledged Taxes.

Section 5.09. Lien. The County shall not permit any Lien on any portion of the Pledged Taxes securing any termination payments with respect to Interest Rate Protection Agreements to be pari passu with or senior to the Lien on the Pledged Taxes created pursuant to the Indenture for the benefit of the Bonds and the Bank.

Section 5.10. Senior Liens. The County shall not incur, create or permit to exist any Lien on all or any part of the Pledged Taxes that is senior or on a parity with the Lien created by the Indenture for the benefit of the Bank, other than Liens created under and in accordance with the terms of the Indenture; *provided* that no provisions of this Agreement, including, without limitation, Sections 5.08, 5.09 and 5.10 hereof, shall be deemed to impose any restriction on the County's power or authority to issue Indebtedness of any type or in any amount, including Indebtedness secured by the full faith and credit of the County.

Section 5.11. Other Agreements. The County shall not enter into any agreement containing any provision which would be violated or breached by the performance by the County of its obligations hereunder or under the Related Documents. In the event that the County shall after the date hereof, directly or indirectly, enter into or otherwise consent to any Bank Agreement, which such Bank Agreement includes the right to accelerate the payment of the principal of or interest on any series of bonds or Material Debt upon the occurrence of an event of default under terms more favorable than those provided herein, the Bank shall be deemed to have the right to accelerate the payment of the principal of and interest on any Bonds (and all other obligations due and owing hereunder) under the same terms and conditions set forth under any such Bank Agreement. If requested by the Bank, the County shall promptly, upon the occurrence of the County entering into an agreement (or amendment thereto) which provides for the right to accelerate any bonds or Material Debt, enter into an amendment to this Agreement to include such provision, provided that the Bank shall maintain the benefit of such provision even if the County fails to provide such amendment. The release, termination or other discharge of such other documentation which provides for acceleration of any bonds or Material Debt shall be effective to amend, release, terminate or discharge (as applicable) such provision as incorporated by reference herein without the consent of the Bank.

Section 5.12. Maintenance of Insurance. The County shall maintain insurance consistent with past practice of the County.

Section 5.13. Bond Ratings. The County will cause to be maintained at least one rating on its Material Debt (other than the Bonds or any similar bonds being directly purchased by a financial institution from the County without an intent to resell) by Moody's, Standard & Poor's or Fitch, and upon the request of the Bank, shall obtain or cause to be obtained at least one rating on the Bonds from Moody's, Standard & Poors or Fitch.

Section 5.14. Use of Proceeds. The County will use the amounts advanced hereunder only to refund the County's \$107,400,000 Taxable General Obligation Variable Rate Bonds, Series 2002A, and pay costs of issuance related to the Bonds.

Section 5.15. No Claim of Sovereign Immunity. The County agrees that, from the date hereof, this Agreement is fully enforceable in accordance with the provisions hereof and hereby waives, to the fullest extent permitted by Law, rights to sovereign immunity, if any, except for such rights granted by the Illinois Local Governmental and Governmental Employees Tort Immunity Act.

Section 5.16. Necessary Levies. (a) For the purpose of providing the funds required to pay the principal of and interest on the Bonds promptly as the same shall become due, the County shall levy pursuant to the Master Bond Ordinance a direct annual tax on all taxable property in the County, in an amount sufficient for these purposes, in addition to all other taxes. Interest or principal coming due at any time when there are insufficient funds on hand from the Pledged Taxes to make such payments shall be paid promptly when due from current funds on hand in advance of collection of the Pledged Taxes levied in the Master Bond Ordinance. From time to time whenever the Chief Financial Officer of the County determines that the Pledged Taxes will be insufficient to pay the principal of and interest on the Bonds promptly as the same shall become due, the County shall take all actions necessary to provide for the levy and collection of Pledged Taxes in amounts sufficient to pay such principal and interest when due.

(b) In the event that the obligations under the Bonds are accelerated pursuant to Section 6.02(b) hereof, the County shall take all actions necessary to provide for the levy and collection of Pledged Taxes in amounts sufficient to pay the entire such principal amount and interest thereon when due pursuant to Section 6.02(b).

Section 5.17. Trustee. The County will appoint, or cause to be appointed, at all times, a Trustee, reasonably acceptable to the Bank, to be acting in respect of the Bonds pursuant to the Indenture. The Bank shall object to, or approve of, a successor or replacement Trustee within 20 Business Days of receipt by the County of the Bank's confirmation of receipt of notification by the County of the identity of such successor or replacement Trustee. Failure of the Bank to respond within such 20 Business Day period shall be deemed to be an approval.

ARTICLE VI

EVENTS OF DEFAULT

The occurrence of any of the following events set forth in Section 6.01 shall constitute an event of default (each, an “Event of Default”):

Section 6.01. Events of Default.

(a) *Payments.* The County shall fail to pay when due any amounts owed by the County to the Bank pursuant to this Agreement or the Indenture, including, without limitation, payment of the principal of and interest on Bonds.

(b) *Representations.* Any representation or warranty made by or on behalf of the County in this Agreement or in any Related Document or in any certificate or statement delivered hereunder or thereunder shall prove to have been incorrect or untrue in any material respect when made or deemed to have been made.

(c) *Specified Covenants.* The County shall fail to perform the covenants in Sections 5.02(a), (b) and (d), 5.03, 5.04, 5.06, 5.09, 5.11, 5.12, 5.14 and 5.15.

(d) *Other Covenants.* The County shall fail to perform or observe any term, covenant or agreement (other than ones described in any other paragraph of this Section 6.01) contained in this Agreement or the Related Documents on its part to be performed or observed which failure continues for 45 days or more.

(e) *Default.* Except as otherwise set forth in Section 6.01(g), default by the County in the payment of the principal of or interest on any Indebtedness in an aggregate amount in excess of \$10,000,000, as and when the same shall become due, or default under any mortgage, agreement or other instrument under or pursuant to which such Indebtedness is incurred or issued, and continuance of such default beyond the period of grace, if any, allowed with respect thereto.

(f) *Other Documents.* Any event of default under any of the Related Documents shall occur.

(g) *Other Defaults.* Except as otherwise set forth in Sections 6.01(e) and 6.01(k), (A) the occurrence of any event under any ordinance, indenture, agreement, resolution or instrument giving rise to any Indebtedness in an aggregate amount in excess of \$50,000,000, which results in or would entitle the obligee thereof or a trustee on behalf of such obligee to pursue any remedies against the County, including the right to declare the acceleration of any maturity thereof or upon the lapse of time or the giving of notice or both would entitle the obligee thereof or a trustee on behalf of such obligee to accelerate any maturity thereof, or which results in the forfeiture by the County of any of its rights under any such ordinance, indenture, agreement, resolution, or instrument; or (B) any such Indebtedness in an aggregate amount in excess of \$50,000,000 shall be declared to be due and payable, or required to be prepaid (other than by a regularly scheduled required prepayment), prior to the stated maturity thereof.

(h) *Contest of Validity.* (i) The County shall, in writing to the Bank or otherwise, (A) claim that any material provision of the Indenture, the Bonds, the Master Bond Ordinance or this Agreement is not valid or binding on the County, (B) repudiate any of its material obligations under the Indenture, the Bonds, the Master Bond Ordinance or this Agreement and/or (C) initiate any legal proceedings to seek an adjudication that any material provision of the Indenture, the Bonds, the Master Bond Ordinance or this Agreement is not valid or binding on the County, or (ii) any material provision of this Agreement, the Bonds, the Master Bond Ordinance or the Indenture shall at any time for any reason cease to be valid and binding on, or enforceable against, the County as a result of a ruling or finding by a court or a Governmental Authority with competent jurisdiction over the County or shall be declared in a final non appealable judgment by any court with competent jurisdiction over the County to be null and void, invalid, or unenforceable.

(i) *Ratings Downgrade.* The long term unenhanced ratings on any other Material Debt of the County (other than the Bonds or any similar bonds being directly purchased by a financial institution from the County without an intent to resell) shall be withdrawn, suspended or reduced below “Baa2” by Moody’s, “BBB” by S&P or “BBB” by Fitch, or, in each case, the equivalent of any such rating.

(j) *Insolvency Event.* (i) The County shall become insolvent or otherwise unable to pay its debts when they become due, or shall commence any case, proceeding or other action (A) under any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization or relief of debtors, seeking to have an order for relief entered with respect to it, or seeking to adjudicate it as bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, winding up, liquidation, dissolution, composition or other relief with respect to it, or imposing a debt moratorium, debt restructuring, debt adjustment or comparable extraordinary restriction (with respect to the obligations of the County), or (B) seeking appointment of a receiver, trustee, conservator, custodian or other similar official for it or for all or any substantial part of its assets, or the County shall make a general assignment for the benefit of its creditors; or (ii) there shall be commenced against the County any case, proceeding or other action of a nature referred to in clause (i) above which (x) results in an order for such relief or in the appointment of a receiver or similar official or (y) remains undismissed, undischarged or unbonded for a period of sixty (60) days; or (iii) there shall be commenced against the County, any case, proceeding or other action seeking, issuance of a warrant of attachment, execution, distraint or similar process against all or any substantial part of its assets, which (x) results in the entry of an order for any such relief, or (y) shall not have been vacated, discharged, or stayed or bonded pending appeal within sixty (60) days from the entry thereof; or (iv) the County shall take any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the acts set forth in clause (i), (ii) or (iii) above; or (v) the County shall have repudiated any Material Debt of the County, or shall admit in writing, its inability to, pay its debts, or shall become insolvent within the meaning of Section 101(32) of the United States Bankruptcy Code; or (vi) a moratorium is imposed by a finding or ruling by a court or governmental authority with competent jurisdiction over the County with respect to obligations of the County representing the payment of Material Debt.

(k) *Payment Default.* Any failure, wholly or partially, to make timely any payment required to be made (i) with respect to principal of and interest on the Bonds, or (ii) on any other Material Debt of the County.

(l) *General Obligation Debt.* Any court or governmental authority having competent jurisdiction over the County shall determine that the County's full faith and credit and taxing power no longer secures the payment of the principal of and interest on the Bonds or any Material Debt of the County, or that the County is not authorized to levy taxes on all real property taxable by the County as may be necessary to pay the principal of or interest on the Bonds or to generally make payment of principal of or interest with respect to Material Debt of the County.

(m) *Judgments.* Entry or filing of any final, nonappealable judgment, writ or warrant of attachment or of any similar process in an amount in excess of \$50,000,000 against the County and failure of the County to vacate, bond, stay or contest in good faith such judgment, writ, warrant of attachment or other process for a period of 60 days or failure to pay or satisfy such judgment within 60 days or as otherwise required by such judgment, writ or warrant of attachment.

Section 6.02. Remedies. Upon the occurrence of an Event of Default hereunder, the Bank may take one or more of the following actions:

(a) (i) In the case of an Event of Default arising under Section 6.01(j), declare the unpaid principal amount of the Bonds, all interest accrued and unpaid thereon, and all other amounts owing or payable hereunder to be immediately due and payable, and (ii) in the case of an Event of Default arising under Sections 6.01(a)-(i) and (k) – (m), declare the unpaid principal amount of the Bonds, all interest accrued and unpaid thereon, and all other amounts owing or payable hereunder to be due and payable on the earlier to occur of (x) an Event of Default arising under Section 6.01(j) and (y) the 1st day of January following the 15th day of February next occurring after the date of such any Event of Default; provided that, even after acceleration as provided in subsection 6.02(a)(ii), interest payments shall continue to be due and payable on all Interest Payment Dates until all Outstanding principal is paid in full.

(b) Upon the occurrence of an Event of Default as specified in any provision in this Article VI, all amounts owed to the Bank under the Bonds shall bear interest at the Default Rate and, except as otherwise set forth in Section 6.02(a), the Bank shall have all remedies provided at law or equity, including, without limitation, to proceed to protect, exercise and enforce its rights and remedies under the Related Documents against the County and exercise such other rights and remedies as are provided by applicable laws or equity and specific performance. The Bank shall promptly provide written notice to the County of any acceleration of the amounts due hereunder.

In the case of any Event of Default hereunder, the Bank shall have the right, but not the obligation, to cure any such Event of Default (in which case the County shall reimburse the Bank therefor pursuant to Section 2.01(d)(iv)).

Section 6.03. Remedies Cumulative; Solely for the Benefit of Bank. To the extent permitted by, and subject to the mandatory requirements of, applicable law, each and every right,

power and remedy herein specifically given to the Bank in the Related Documents shall be cumulative, concurrent and nonexclusive and shall be in addition to every other right, power and remedy herein specifically given or now or hereafter existing at law, in equity or by statute, and each and every right, power and remedy (whether specifically herein given or otherwise existing) may be exercised from time to time and as often and in such order as may be deemed expedient by the Bank, and the exercise or the beginning of the exercise of any power or remedy shall not be construed to be a waiver of the right to exercise at the same time or thereafter any other right, power or remedy.

The rights and remedies of the Bank specified herein are for the sole and exclusive benefit, use and protection of the Bank, and the Bank is entitled, but shall have no duty or obligation to the Trustee, the County or any other Person or otherwise, to exercise or to refrain from exercising any right or remedy reserved to the Bank hereunder or under any of the other Related Documents.

Section 6.04. Waivers or Omissions. No delay or omission by the Bank in the exercise of any right, remedy or power or in the pursuit of any remedy shall impair any such right remedy or power or be construed to be a waiver of any default on the part of the Bank or to be acquiescence therein. No express or implied waiver by the Bank of any Event of Default shall in any way be a waiver of any future or subsequent Event of Default.

Section 6.05. Discontinuance of Proceedings. In case the Bank shall proceed to invoke any right, remedy or recourse permitted hereunder or under the Related Documents and shall thereafter elect to discontinue or abandon the same for any reason, the Bank shall have the unqualified right so to do and, in such event, the County and the Bank shall be restored to their former positions with respect to the Obligations, the Related Documents and otherwise, and the rights, remedies, recourse and powers of the Bank hereunder shall continue as if the same had never been invoked.

ARTICLE VII

INDEMNIFICATION

Section 7.01. Expenses; Indemnification. The County shall pay on demand (a) (i) the reasonable fees and disbursements of Winstead PC, special counsel to the Bank, in connection with the negotiation, preparation and execution of this Agreement and the other documents described herein, (ii) all of the reasonable out-of-pocket expenses incurred in connection with the preparation, negotiation, execution and delivery of this Agreement and the Related Documents, other than the Bonds, (iii) all of the reasonable Bank's out-of-pocket expenses (including, without limitations, reasonable fees and expenses of counsel to the Bank) arising in connection with the enforcement or administration of, or preservation of rights (A) in connection with this Agreement and the other Related Documents, including its rights under this Section, or (B) in connection with the purchase of the Bonds hereunder, including all such out-of-pocket expenses incurred during any workout, restructuring or negotiations in respect of loans or letters of credit relating to the Bonds, and (iv) any and all stamp and other taxes and fees payable or determined to be payable in connection with the execution, delivery, filing and recording of this Agreement, the Related Documents or such other documents and agrees to save the Bank harmless from and

against any and all liabilities with respect to or resulting from any delay in paying or omission to pay such taxes and fees. The County shall have no obligation to make any payment described in this Section 7.01(a) unless and until it shall have received an invoice or other written notice thereof; *provided*, that the failure to provide such invoice or notice shall not serve to mitigate or otherwise terminate such obligation of the County.

(b) The County agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Bank and its officers, directors, employees and agents (each, an “*Indemnified Party*”) from and against any and all claims, damages, losses, liabilities, reasonable costs or expenses whatsoever that the Indemnified Party, or any of them, may incur (or which have been claimed against an Indemnified Party, or any of them, by any person whatsoever) that arises out of (i) the issuance of the Bonds, (ii) the execution, delivery and performance of, or payment or failure to pay under, this Agreement and (iii) the use of the proceeds of the sale of the Bonds, *provided, however*, that the County shall not be required to indemnify any Indemnified Party for any claims, damages, losses, liabilities, costs or expenses to the extent, but only to the extent, caused by the willful misconduct or gross negligence of the Bank. If any proceeding shall be brought or threatened against an Indemnified Party by reason of or in connection with the events described above (and except as otherwise provided above), such Indemnified Party shall promptly notify the County in writing and the County shall assume the defense thereof, including the employment of counsel and the payment of all costs of litigation. Notwithstanding the preceding sentence, such Indemnified Party shall have the right to employ its own counsel and to determine its own defense of such action in any such case, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party unless (1) the employment of such counsel shall have been authorized in writing by the County or (2) the County, after due notice of the action, shall have failed to employ counsel to take charge of such defense, in either of which events the reasonable fees and expenses of counsel for such Indemnified Party shall be borne by the County. The County shall not be liable for any settlement of any such action effected without its consent.

(c) The provisions of this Section 7.01 shall survive the termination of this Agreement and the payment in full of the Bonds and the obligations of the County thereunder and hereunder.

(d) *Waiver of Consequential Damages, Etc.* To the fullest extent permitted by applicable Law, the County shall not assert, and hereby waives, and acknowledges that no other Person shall have, any claim against any Indemnitee, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any other Related Document or any agreement or instrument contemplated hereby, the transactions contemplated hereby or thereby or the use of the proceeds thereof. No Indemnitee referred to in subsection (b) above shall be liable for any damages arising from the use by unintended recipients of any information or other materials distributed to such unintended recipients by such Indemnitee through telecommunications, electronic or other information transmission systems in connection with this Agreement or the other Related Documents or the transactions contemplated hereby or thereby other than for direct or actual damages resulting from the gross negligence or willful misconduct of such Indemnitee as determined by a final and nonappealable judgment of a court of competent jurisdiction.

(e) *Payments.* All amounts due under this Section shall be payable not later than ten (10) Business Days after demand therefor.

(f) Nothing under this Section 7.01 is intended to limit the County's payment of the Obligations.

ARTICLE VIII

MISCELLANEOUS

Section 8.01. Patriot Act Notice. The Bank hereby notifies the County that pursuant to the requirements of the Patriot Act, it is required to obtain, verify and record information that identifies the County, which information includes the name and address of the County and other information that will allow the Bank to identify the County in accordance with the Patriot Act. The County agrees to, promptly following a request by the Bank, provide all such other documentation and information that the Bank requests in order to comply with its ongoing obligations under applicable "know your customer" and anti-money laundering rules and regulations, including the Patriot Act.

Section 8.02. Further Assurances. From time to time upon the request of either party hereto, the other shall promptly and duly execute, acknowledge and deliver any and all such further instruments and documents as the requesting party may in its reasonable discretion deem necessary or desirable to confirm this Agreement, and the other Related Documents, to carry out the purpose and intent hereof and thereof or to enable the requesting party to enforce any of its rights hereunder or thereunder. At any time, and from time to time, upon request by the Bank, the County will, at the County's expense, correct any defect, error or omission which may be discovered in the form or content of any of the Related Documents. Upon any failure by the County to do so, the Bank or the Trustee may make, execute and record any and all such instruments, certificates and other documents for and in the name of the County, all at the sole expense of the County, and the County hereby appoints the Bank and the Trustee the agent and attorney in fact of the County to do so, this appointment being coupled with an interest and being irrevocable. In addition, at any time, and from time to time, upon request by the Bank or the Trustee, the County will, at the County's expense, provide any and all further instruments, certificates and other documents as may, in the opinion of the Bank or the Trustee, be necessary or desirable in order to verify the County's identity and background in a manner satisfactory to the Bank.

Section 8.03. Amendments and Waivers; Enforcement. The Bank and the County may from time to time enter into agreements amending, modifying or supplementing this Agreement or the other Related Documents or changing the rights of the Bank or the County hereunder or thereunder, and the Bank may from time to time grant waivers or consents to a departure from the due performance of the obligations of the County hereunder or thereunder. Any such agreement, waiver or consent must be in writing and shall be effective only to the extent specifically set forth in such writing. In the case of any such waiver or consent relating to any provision hereof, any Default or Event of Default so waived or consented to shall be deemed to be cured and not continuing, but no such waiver or consent shall extend to any other or subsequent Default or Event of Default or impair any right consequent thereto.

Section 8.04. No Implied Waiver; Cumulative Remedies. No course of dealing and no delay or failure of the Bank in exercising any right, power or privilege under this Agreement or the other Related Documents shall affect any other or future exercise thereof or exercise of any right, power or privilege; nor shall any single or partial exercise of any such right, power or privilege or any abandonment or discontinuance of steps to enforce such a right, power or privilege preclude any further exercise thereof or of any other right, power or privilege. The rights and remedies of the Bank under this Agreement are cumulative and not exclusive of any rights or remedies which the Bank would otherwise have under any Related Document, at law or in equity.

Section 8.05. Notices. All notices, requests, demands, directions and other communications (collectively “*notices*”) under the provisions of this Agreement shall be in writing (including telexed and facsimile communication), unless otherwise expressly permitted hereunder, and shall be sent by first class mail or overnight delivery and shall be deemed received as follows: (i) if by first class mail, five (5) days after mailing; (ii) if by overnight delivery, on the next Business Day; (iii) if by telex, when appropriate answer back is received; (iv) if by telephone, when given to a person who confirms such receipt; and (v) if by facsimile, when confirmation of receipt is obtained. All notices shall be sent to the applicable party at the following address or in accordance with the last unrevoked written direction from such party to the other parties hereto:

If to the County:

The County of Cook, Illinois
118 North Clark, Room 537
Chicago, IL 60602
Attention: Chief Financial Officer
Telephone: (312) 603-7584
Facsimile: (312) 603-0744

If to the Bank:

Bank of America, N.A.
135 S. LaSalle Street
Chicago, Illinois 60603
Attention: Kimberly M. Feeney
Telephone: (312) 992-2252
Facsimile: (312) 453-4488

If to the Trustee:

Amalgamated Bank of Chicago
One West Monroe Street
Third Floor
Chicago, Illinois 60603
Telephone: (312) 822-3187
Facsimile: (312) 541-6044

The Bank may rely on any notice (including telephone communication) purportedly made by or on behalf of the other, and shall have no duty to verify the identity or authority of the Person giving such notice, unless such actions or omissions would amount to gross negligence or intentional misconduct.

The Bank shall, on a monthly basis, provide to the County information or reports as to (i) any payments or prepayments on the Bonds by the County, (ii) the calculation of the interest rate on the Bonds and the principal and interest owing on the Bonds, and (iii) such other information relating to the Bonds and the payment thereof and compliance with the provisions of this Agreement as the County may from time to time reasonably request.

Section 8.06. Right of Setoff. (a) Upon the occurrence of an Event of Default, the Bank may, at any time and from time to time, without notice to the County or any other person (any such notice being expressly waived), set off and appropriate and apply against and on account of any Obligations under this Agreement, without regard to whether or not the Bank shall have made any demand therefor, and although such Obligations may be contingent or unmatured, any and all deposits (general or special, including but not limited to deposits made pursuant to this Agreement and Indebtedness evidenced by certificates of deposit, whether matured or unmatured, but not including trust accounts) and any other Indebtedness at any time held or owing by the Bank to or for the credit or the account of any or all of the County.

(b) The Bank agrees promptly to notify the County after any such set off and application referred to in subsection (a) above, *provided* that the failure to give such notice shall not affect the validity of such set off and application. Subject to the provisions of subsection (a) above, the rights of the Bank under this Section 8.06 are in addition to other rights and remedies (including, without limitation, other rights of set off) which the Bank may have.

Section 8.07. No Third Party Rights. Nothing in this Agreement, whether express or implied, shall be construed to give to any Person other than the parties hereto any legal or equitable right, remedy or claim under or in respect of this Agreement, which is intended for the sole and exclusive benefit of the parties hereto.

Section 8.08. Severability. The provisions of this Agreement are intended to be severable. If any provision of this Agreement shall be held invalid or unenforceable in whole or in part in any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability thereof in any other jurisdiction or the remaining provisions hereof in any jurisdiction.

Section 8.09. Governing Law; Waiver of Jury Trial; Consent To Jurisdiction. (a) THIS AGREEMENT SHALL BE DEEMED TO BE A CONTRACT UNDER, AND SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF ILLINOIS.

(b) THE COUNTY AND THE BANK HEREBY SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS AND OF ANY ILLINOIS STATE COURT SITTING IN THE CITY OF CHICAGO FOR PURPOSES OF ALL LEGAL

PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE OTHER RELATED DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. THE COUNTY AND THE BANK IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH THEY MAY NOW OR HEREAFTER HAVE TO THE LAYING OF THE VENUE OF ANY SUCH PROCEEDING BROUGHT IN SUCH A COURT AND ANY CLAIM THAT ANY SUCH PROCEEDING BROUGHT IN SUCH A COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

(c) EACH PARTY HERETO WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ITS RIGHT TO A JURY TRIAL OF ANY AND ALL CLAIMS OR CAUSES OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT AND THE OTHER RELATED DOCUMENTS. IT IS HEREBY ACKNOWLEDGED THAT THE WAIVER, TO THE FULLEST EXTENT PERMITTED BY LAW, OF A JURY TRIAL IS A MATERIAL INDUCEMENT FOR THE BANK TO ENTER INTO THIS AGREEMENT AND THAT THE EXECUTION AND DELIVERY OF THIS AGREEMENT BY THE COUNTY AND THE BANK IS MADE IN RELIANCE UPON SUCH PROPOSED WAIVER. EACH PARTY HERETO FURTHER WARRANTS AND REPRESENTS THAT SUCH PROPOSED WAIVER HAS BEEN KNOWINGLY AND VOLUNTARILY MADE FOLLOWING CONSULTATION WITH ITS RESPECTIVE LEGAL COUNSEL.

(d) In the event of litigation, this Agreement may be filed as a written consent to a trial by the court.

Section 8.10. Duration. All representations and warranties of the County contained herein or made in connection herewith shall survive the making of and shall not be waived by the execution and delivery of this Agreement or the other Related Documents, or any investigation by the County. All covenants and agreements of the County contained herein shall continue in full force and effect from and after the date hereof until the Obligations have been fully discharged.

Section 8.11. Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute but one and the same instrument.

Section 8.12. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective successors and permitted assigns. The County may not assign its rights or obligations under this Agreement or the other Related Documents without the prior consent of the Bank. The Bank may participate a portion of its interest in accordance with Section 8.13 hereof.

Section 8.13. Assignability. (a) *Successors and Assigns Generally.* This Agreement is a continuing obligation and shall be binding upon the County and shall inure to the benefit of the Bank and its permitted successors, transferees and assigns. The County may not assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the Bank. The Bank may, in its sole discretion, from time to time assign, sell or transfer in whole or in part, this Agreement, its interest in the Bonds and the Related Documents in accordance with paragraph (b) or (c) of this Section. The Bank may at any time and from time to time enter into participation agreements in accordance with the provisions of paragraph (d) of

this Section. The Bank may at any time pledge or assign a security interest subject to the restrictions of paragraph (e) of this Section.

(b) *Assignments by Bank to a Bank Transferee.* Without limitation of the foregoing generality, the Bank may at any time sell or otherwise transfer to one or more transferees all or a portion of the Bonds to a Person that is (i) a Bank Affiliate, (ii) a trust or other custodial arrangement established by the Bank or a Bank Affiliate, or (iii) the owners of any beneficial interest in which are limited to “qualified institutional buyers” as defined in Rule 144A promulgated under the Securities Act of 1933, as amended (the “1933 Act”), or “accredited investors” as defined in Rule 501 of Regulation D under the 1933 Act (each, a “*Bank Transferee*”). From and after the date of such sale or transfer, Bank of America, N.A. (and its successors) shall continue to have all of the rights of the Bank hereunder and under the other Related Documents as if no such transfer or sale had occurred.

(c) *Assignments by Bank to a Non-Bank Transferee.* Without limitation of the foregoing generality, the Bank and any other Bondholder may at any time sell or otherwise transfer to one or more transferees which are not Bank Transferees (each a “*Non-Bank Transferee*”) all or a portion of the Bonds if (i) written notice of such sale or transfer, including that such sale or transfer is to a Non-Bank Transferee, together with addresses and related information with respect to the Non-Bank Transferee, shall have been given to the County and the Bank (if different than the Bondholder) by such selling Bondholder and Transferee, and (ii) the Transferee shall have delivered to the County, the Trustee and the Bondholder, an investment letter in form and substance customary for such transfers; provided, however, that as of the effective time of the assignment, no Non-Bank Transferee shall be entitled to receive any greater payments under Section 2.02 hereof than the Bank would have been entitled to receive without regard to such assignment.

From and after the date the County, the Trustee and the Bank have received any such executed investment letter, (A) the Non-Bank Transferee thereunder shall be a party hereto and shall have the rights and obligations of a Bondholder hereunder and under the other Related Documents, and this Agreement shall be deemed to be amended to the extent, but only to the extent, necessary to effect the addition of the Non-Bank Transferee, and any reference to the assigning Bondholder hereunder and under the other Related Documents shall thereafter refer to such transferring Bondholder and to the Non-Bank Transferee to the extent of their respective interests, and (B) if the transferring Bondholder no longer owns any Bonds, then it shall relinquish its rights and be released from its obligations hereunder and under the Related Documents.

(d) *Participations.* The Bank shall have the right to grant participations in all or a portion of the Bank’s interest in the Bonds, this Agreement and the other Related Documents to one or more other banking institutions, and such participants shall, except as set forth in the following clause (ii), be entitled to the benefits of this Agreement and the Related Documents to the same extent as if they were a direct party to this Agreement; *provided, however*, that (i) no such participation by any such participant shall in any way affect the obligations of the Bank hereunder and (ii) the County and the Trustee shall be required to deal only with the Bank, with respect to any matters under this Agreement, the Bonds and the other Related Documents and no such participant shall be entitled to enforce any provision hereunder against the County and

provided further, as of the effective time of the grant of participation, that no such participant shall be entitled to receive (nor shall the Bank be entitled to receive on behalf of such participant) any greater payments under Section 2.02 hereof than the Bank would have been entitled to receive without regard to any such participation.

(e) *Certain Pledges.* The Bank may at any time pledge or grant a security interest in all or any portion of its rights under the Bonds, this Agreement and the Related Documents to secure obligations of the Bank, including any pledge or assignment to secure obligations to a Federal Reserve Bank; *provided* that no such pledge or assignment shall release the Bank from any of its obligations hereunder or substitute any such pledgee or assignee for the Bank as a party hereto.

Section 8.14. No Advisory or Fiduciary Role. The County acknowledges and agrees that: (i) the transactions contemplated by this Agreement are arm's length, commercial transactions between the County and the Bank in which the Bank is acting solely as a principal and is not acting as a municipal advisor, financial advisor or fiduciary to the County; (ii) the Bank has not assumed any advisory or fiduciary responsibility to the County with respect to the transactions contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Bank or any Affiliate of the Bank has provided other services or is currently providing other services to the County on other matters); (iii) the only obligations the Bank has to the County with respect to the transaction contemplated hereby expressly are set forth herein; and (iv) the County has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate.

Section 8.15. Headings. Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

Section 8.16. Electronic Signatures. The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement. The parties agree that any electronically signed document (including this Agreement) shall be deemed (i) to be "written" or "in writing," (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Such paper copies or "printouts," if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule. For purposes hereof, "electronic signature" means a manually signed original signature that is then transmitted by electronic means; "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a "pdf" (portable document format) or other replicating image attached to an e mail message; and, "electronically signed document" means a document transmitted by electronic means and containing, or to which there is affixed, an electronic signature.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the date first above written.

BANK OF AMERICA, N.A.

By Thomas R. Denes
Name: Thomas R. Denes
Title: Vice President

THE COUNTY OF COOK, ILLINOIS

By _____
Name: Tariq Malhance
Title: Chief Financial Officer

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the date first above written.

BANK OF AMERICA, N.A.

By _____
Name: _____
Title: _____

THE COUNTY OF COOK, ILLINOIS

By Tariq Malhance
Name: Tariq Malhance
Title: Chief Financial Officer

**APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS**

JUL 24 2012

COM _____