

**FIRST AMENDMENT TO PURCHASE AND CONTINUING
COVENANTS AGREEMENT**

THIS FIRST AMENDMENT TO PURCHASE AND CONTINUING COVENANTS AGREEMENT (the "First Amendment"), dated as of February 15, 2017, is entered into by and between **THE COUNTY OF COOK, ILLINOIS** (the "County") and **WELLS FARGO MUNICIPAL CAPITAL STRATEGIES, LLC** (the "Purchaser").

WITNESSETH:

WHEREAS, the County and the Purchaser have previously entered into the Purchase and Continuing Covenants Agreement dated as of October 15, 2014 (the "Original Agreement" and, together with this First Amendment, the "Agreement");

WHEREAS, pursuant to Section 14 of the Original Agreement, the County and the Purchaser wish to amend the Original Agreement as provided herein.

NOW, THEREFORE, in consideration of the foregoing and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

AMENDMENTS

Section 1.01. Amendment of Section 1. Section 1 of the Original Agreement is hereby amended, in part, by inserting the following defined terms in their alphabetical order:

"Affiliate" means, with respect to any Person, any other Person directly or indirectly controlling or controlled by or under common control with such Person. Without limiting the foregoing, the definition of "Affiliate" of any Person shall include any subsidiary of such Person and, with respect to the Purchaser, shall include Wells Fargo Securities (a trade name) and Wells Fargo Bank, National Association.

"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, a corporation, a partnership, an association, a joint venture, a trust, a business trust, a limited liability company or any other entity or organization, including a governmental or political subdivision or an agency or instrumentality thereof.

Section 1.03. Amendment of Section 3. Section 3 of the Original Agreement is hereby amended by inserting the following subsection O after the existing subsection N:

O. Anti-Terrorism Representations.

(a) Neither the County nor any of its Affiliates is in violation of any laws relating to terrorism or money laundering (“Anti-Terrorism Laws”), including Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001 (the “Executive Order”), and the Patriot Act;

(b) Neither the County nor any of its Affiliates is any of the following:

(i) a Person that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order;

(ii) a Person owned or controlled by, or acting for or on behalf of, any Person that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order;

(iii) a Person with which the Purchaser is prohibited from dealing or otherwise engaging in any transaction by any Anti-Terrorism Law;

(iv) a Person that commits, threatens or conspires to commit or supports “terrorism” as defined in the Executive Order; or

(v) a Person that is named as a “specially designated national and blocked person” on the most current list published by the Office of Foreign Asset Control (“OFAC”) or any list of Persons issued by OFAC pursuant to the Executive Order at its official website or any replacement website or other replacement official publication of such list;

(c) Neither the County nor any of its Affiliates (i) conducts any business or engages in making or receiving any contribution of funds, goods or services to or for the benefit of any Person described in subsection (b) above, (ii) deals in, or otherwise engages in any transaction relating to, any Property or interests in Property blocked pursuant to the Executive Order or (iii) engages in or conspires to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Terrorism Law.

Section 1.04. Amendment of Original Agreement. The Original Agreement is hereby amended by inserting the following Section 17 after the existing Section 16:

Section 17. No Advisory or Fiduciary Responsibility. In connection with all aspects of the transactions contemplated by this Agreement and the Ancillary Documents (including in connection with any amendment, waiver or other modification of this Agreement or of any Ancillary Document), the County acknowledges and agrees that: (a)(i) any arranging, structuring and other services regarding this Agreement and the Ancillary Documents provided by the Purchaser or any Affiliate of the Purchaser are arm’s length

ARTICLE VI

DEFINITIONS

All capitalized terms used herein and not defined shall have the meaning assigned to such terms in the Original Agreement.

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