

FIRST AMENDMENT TO TRUST INDENTURE

by and between

THE COUNTY OF COOK, ILLINOIS

and

**AMALGAMATED BANK OF CHICAGO
as trustee**

dated as of August 31, 2017,

amending the Trust Indenture dated as of October 1, 2014

securing

**\$125,000,000
General Obligation Bonds, Series 2014D**

THIS FIRST AMENDMENT TO TRUST INDENTURE dated as of August 31, 2017 (the "*Amendment*"), by and between THE COUNTY OF COOK, a body politic and corporate and a home rule unit of the State of Illinois (the "*County*"), and AMALGAMATED BANK OF CHICAGO, a duly organized Illinois banking corporation, existing and authorized to accept and execute trusts of the character set forth herein (the "*Trustee*") amends the Trust Indenture dated as of October 1, 2014 (the "*Original Indenture*"), by and between the County and the Trustee.

WITNESSETH:

WHEREAS, the County and the Trustee entered into the Original Indenture in connection with the authorization for issuance of the County's \$125,000,000 aggregate principal amount of General Obligation Bonds, Series 2014D (the "*Bonds*"); and

WHEREAS, Section 12.2 of the Original Indenture permits the County and the Trustee to amend the Original Indenture upon receipt of the consent of the Owners of not less than a majority in aggregate principal amount of Bonds the Outstanding; and

WHEREAS, the County, the Trustee and the Owner of all of the Outstanding Bonds have agreed on certain amendments to the Original Indenture contained herein; and

WHEREAS, all things necessary to effect such amendments have been done and performed, as required by the Original Indenture; and

WHEREAS, the execution and delivery of this Amendment have in all respects been duly authorized.

ARTICLE I

Definitions and Construction

Section 1.1. Definitions. The capitalized terms used herein shall, for all purposes of this Amendment, have the meanings set forth therefore in the Original Indenture unless otherwise expressly provided herein.

ARTICLE II

Amendments to Original Indenture

Section 2.1. Amendment to Section 5.9.

Section 5.9 of the Original Indenture is hereby amended to read as follows:

"Repaid Advances. The County may make principal repayments to the Trustee during any Index Floating Rate Period on any Business Day provided that the County provides at least five days prior written notice to the Trustee and the Purchaser of its intent to repay an Advance

which notice sets forth the date and principal amount of such repayment which principal amount shall be an Authorized Denomination. Any amounts representing a principal repayment deposited by the County with the Trustee shall be accompanied by a Certificate and Direction Regarding Repaid Advances, in substantially the form set forth in Exhibit F hereto, which Certificate shall be delivered to the Trustee. The principal repayment shall be deposited into the Repaid Advance Account of the Debt Service Fund and transferred to the Owners on a pro rata basis, as directed in such Certificate and Direction. Upon such payment to the Owners, the Trustee shall make a notation of such Repaid Advance on Exhibit A to the Bond.”

Section 2.2. Amendment to Exhibit D to the Original Indenture.

Exhibit A to Exhibit D to the Original Indenture is hereby amended to read as set forth in Exhibit A hereto.

Section 2.3. Amendment with Consent of Owner.

The amendments contained herein are permitted by and made pursuant to Section 12.2 of the Original Indenture. The consent of the Owner of not less a majority in aggregate principal amount of the Bonds Outstanding to this Amendment is attached hereto as Exhibit B.

Section 2.4. Effective Date of Amendments. The amendments contained herein shall be effective as of August 31, 2017.

Section 2.5. Status of Indenture. Except as modified by this Amendment, the Original Indenture, as hereby supplemented, is ratified, approved and confirmed. All references to the Indenture are references to the Original Indenture, as supplemented and amended by this Amendment.

ARTICLE III

Section 2.7. Construction. This Amendment shall be construed in accordance with, and governed by, the provisions of Illinois law irrespective of its conflict of laws principles.

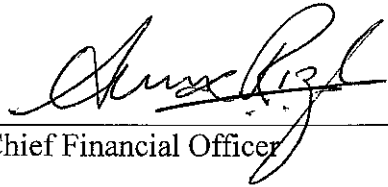
Section 2.8. Headings Not a Part of this Amendment. Any headings preceding the texts of the several Articles and Sections hereof, and any Table of Contents appended to copies hereof, are solely for convenience of reference and do not constitute a part of this Indenture, nor do they affect its meaning, construction or effect.

Section 2.9. Multiple Counterparts. This Amendment may be executed in multiple counterparts, each of which shall be regarded for all purposes as an original; and all such counterparts shall constitute but one and the same instrument.

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, The County of Cook has caused this Amendment to be executed in its name and its behalf by the President of its Board of Commissioners or by its Chief Financial Officer and attested by its County Clerk and Amalgamated Bank of Chicago has caused this Amendment to be executed in its behalf by an authorized officer and attested by an authorized officer, all as of the day and year first above written.

THE COUNTY OF COOK

By: 
Chief Financial Officer

Attest:


County Clerk

AMALGAMATED BANK OF CHICAGO, as Trustee

By: _____
Authorized Officer

Attest:

Authorized Officer

EXHIBIT A

Series 2014D Bonds

Amount Authorized		\$125,000,000
	Less: Principal Amount Issued.....	
	Plus: Repaid Advances	
	Less: Bonds Redeemed or Matured	
Principal Amount Available		\$

Capital Project Bonds

Amount Authorized		\$295,000,000
	Less: Outstanding Principal Amount of Series 2014D Bonds	
	Less: Other Capital Project Bonds Issued	
Principal Amount Available		\$

EXHIBIT B

**CONSENT TO AMENDMENT
TO INDENTURE**

The County of Cook, Illinois
General Obligation Bonds, Series 2014D

In connection with the Trust Indenture dated as of October 1, 2014 (the "*Existing Indenture*"), by and between The County of Cook, Illinois and Amalgamated Bank of Chicago, as trustee (the "*Trustee*"), the Existing Indenture is proposed to be amended pursuant to the First Amendment to Trust Indenture dated as of August 31, 2014 (the "*Amendment*") by and between the County and the Trustee. Terms not otherwise defined herein shall have the meanings set forth in the Existing Indenture.

The undersigned, PNC Bank, National Association, as owner of all of The County of Cook, Illinois General Obligation Bonds, Series 2014D outstanding, hereby irrevocably consents to the amendment of the Existing Indenture pursuant to the terms of the Amendment and expressly consents to the execution by the Trustee and the County to the Amendment. Other than as set forth in this Consent, the consent herein shall not be deemed to operate as a waiver of any right, power or privilege of either PNC Bank, National Association under any other agreement or document nor shall it be presumed that PNC Bank has consented to any amendment, supplement, or modification of any other agreement or document.

Dated: August 31, 2017

PNC BANK, NATIONAL ASSOCIATION

By: _____

Its: _____