$100,141,750
The County of Cook, Illinois
General Obligation Variable Rate Refunding Bonds, Series 2014C

PURCHASE AND CONTINUING COVENANTS AGREEMENT

October 15, 2014

The County of Cook, Illinois
118 North Clark Street
Room 1127
Chicago, Illinois 60602

Ladies and Gentlemen:

The undersigned, Wells Fargo Municipal Capital Strategies, LLC (the "Purchaser"), offers to enter into this Purchase and Continuing Covenants Agreement (this "Agreement") with The County of Cook, Illinois (the "County"), which upon acceptance by the County will be binding upon each of the County and the Purchaser. Capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in the Bond Ordinance and the Bond Indenture (each as hereinafter defined).

This offer is made subject to acceptance by the County on or before 12:00 noon, Chicago time, on the date hereof (the "Closing Date"). This offer is also subject to the following provisions:

Section 1. Definitions. Capitalized terms used herein and not defined herein shall have the meaning assigned in the Bond Indenture. For purposes of this Agreement, the following terms have the meanings specified in this section, unless another meaning is plainly intended:

"*Ancillary Documents*" means this Agreement, the Bonds, the Tax Agreement, the Bond Indenture, the Bond Ordinance and all other agreements and certificates executed and delivered in connection with the issuance and sale of the Bonds.

"*Bank Agreement*" means any standby bond purchase agreement, credit agreement, reimbursement agreement, line of credit, liquidity facility agreement or other similar agreement or instrument to which the County is a party, under which the other party undertakes to make loans, extend credit or liquidity to the County or to purchase securities on a private placement basis in connection with any unlimited tax general obligation bond indebtedness of the County.

"*Base Rate*" means the highest of (i) the Prime Rate plus 1.00%, (ii) the Federal Funds Rate plus 2.00% and (iii) 7.00%.

"*Board*" means the Board of Commissioners of the County.

"*Bond Financed Property*" means the property of the County financed with the proceeds of the Bonds or the proceeds of bonds refunded with the proceeds of the Bonds.

"*Bond Indenture*" means the Indenture of Trust dated as of October 15, 2014 between the County and The Bank of New York Mellon Trust Company, N.A., as trustee pursuant to which the Bonds are issued.

"*Bond Ordinance*" means Ordinance Number 11-O-69 adopted by the Board on July 27, 2011 and entitled "An Ordinance providing for the issuance of one or more series of General Obligation Bonds of The County of Cook, Illinois" as amended by Ordinance Number 11-O-70 (the "First Amending Ordinance") entitled "An Ordinance Amending Ordinance Number 11-O-69 adopted on the 27th day of July, 2011, by the Board of Commissioners of The County of Cook, Illinois" adopted by the Board on September 7, 2011 and as further amended by Ordinance Number 12-O-21 and entitled: "AN ORDINANCE amending Ordinance Number 11-O-69, adopted on the 27th day of July, 2011, as previously amended, to make technical clarifications and revisions regarding credit facilities and other variable rate debt instruments," adopted by the Board on May 1, 2012 and as supplemented by the Series 2014C Bond Order and Notification of Sale dated October 8, 2014 executed by the Chief Financial Officer of the County.

"*Bonds*" means the interest-bearing, tax-exempt obligations of the County issued pursuant to the Bond Ordinance and the Bond Indenture and called The County of Cook, Illinois, General Obligation Variable Rate Refunding Bonds, Series 2014C in the aggregate principal amount of $100,141,750.

"*Closing*" means the Closing as defined in Section 2(B) herein held on the Closing Date.

"*Closing Date*" means October 15, 2014.

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

"*Default Rate*" means the Base Rate plus 3.00% per annum.

"*Determination of Taxability*" means any determination, decision or decree by the Commissioner of the Internal Revenue Service, or any District Director of the Internal Revenue Service or any court of competent jurisdiction, that an Event of Taxability shall have occurred. A Determination of Taxability also shall be deemed to have occurred on the first to occur of the following:

(a) the date when the County files any statement, supplemental statement, or other tax schedule, return or document, which discloses that an Event of Taxability shall have occurred; or

(b) the effective date of any federal legislation enacted after the date of this Agreement or promulgation of any income tax regulation or ruling by the Internal Revenue Service after the date of this Agreement that causes an Event of Taxability; or

(c) on the date when the Purchaser notifies the County that it has received a written opinion letter by an attorney or firm of attorneys of recognized standing on the subject of tax-exempt municipal finance, acceptable to the County and the Purchaser, to the effect that an Event of Taxability shall have occurred unless, within one hundred eighty (180) days after receipt by the County of such notification from the Purchaser, the County shall deliver to the Purchaser a ruling or determination letter issued to or on behalf of the County by the Commissioner or any District Director of the Internal Revenue Service (or any other governmental official exercising the same or a substantially similar function from time to time) to the effect that, after taking into consideration such facts as form the basis for the opinion that an Event of Taxability has occurred, an Event of Taxability shall not have occurred; or

(d) on that date when the County shall receive notice from the Purchaser that the Internal Revenue Service (or any other government official or agency exercising the same or a substantially similar function from time to time) has assessed as includable in the Purchaser's gross income the interest on the Bonds or due to the occurrence of an Event of Taxability.

"*Event of Taxability*" means if as the result of any act or failure to act, or use of the Bond Financed Property or the proceeds of the Bonds, or a change in use of the Bond Financed Property, or any misrepresentation or inaccuracy in any of the representations, warranties or covenants contained in this Agreement, Bond Indenture, or the Tax Exemption Agreement by the County, or the enactment of any federal legislation after the date of this Agreement, or the promulgation of any income tax regulation or ruling by the Internal Revenue Service after the date of this Agreement or for any other reason, the interest on the Bonds is or becomes includable, in whole or in part in the gross income of the Purchaser for purposes of federal income taxation.

"*Governmental Body*" means any federal, state, municipal, or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign.

"*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 Swap Agreement providing interest rate support with respect to any parity indebtedness issued by or on behalf of the County.

"*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 any property that secures any obligation to any person.

"*Material Adverse Effect*" means, any material adverse change in or effect on the condition (financial or otherwise) of the County, or which could reasonably be expected to result in a material impairment of (i) the ability of the County to consummate the transactions contemplated by this Agreement, the Bond Ordinance and the Ancillary Documents or the enforceability of this Agreement or any Ancillary Document, or (ii) the ability of the County to perform any of its obligations under this Agreement, the Bond Ordinance or any of the Ancillary Documents to which it is or will be a party or (iii) the rights granted to the Purchaser hereunder or under any of the Ancillary Documents.

"*Maturity Date*" means November 1, 2031.

"*Maximum Interest Amount*" means the amount of interest due if the Bonds were subject to the Maximum Lawful Rate from the Closing Date to and including the Maturity Date, taking into account mandatory sinking fund redemptions.

"*Pledged Taxes*" means the taxes, moneys and funds pledged to the payment of the Bonds pursuant to the Bond Ordinance and the Bond Indenture.

"*Swap Agreement*" means any and all rate swap transactions, basis swaps, credit derivative transactions, forward rate transactions, cap transactions, floor transactions, collar transactions, currency swap transactions, cross-currency rate swap transactions, or any other similar transactions or any combination of any of the foregoing (including any options to enter into any of the foregoing), whether or not any such transaction is governed by or subject to any master agreement.

"*Tax Certificate*" means the Tax Exemption Certificate and Agreement of the County dated the Closing Date and relating to the Bonds.

"*Term-Out Rate*" or "*Purchaser Rate*" means, for any date of determination, a fluctuating rate of interest per annum as specified below:

Period	**Rate**
Conversion Date through the 180th day following such date	Base Rate

Period	Rate
181st day following the Conversion Date through the Term-Out Redemption Date	Base Rate plus 1.00%

; provided, however, if on the first day of the Term-Out Period an Event of Default shall be continuing or the representations and warranties of the County set forth herein and in the Bond Indenture would not be true if made on such date, the Term-Out Rate shall equal the Default Rate.

"*Trustee*" means The Bank of New York Mellon Trust Company, N.A. and any successor thereto appointment under the Bond Indenture.

Section 2. Purchase and Sale of the Bonds.

A. Sale of Bonds. Upon the terms and conditions and upon the basis of the representations, warranties and agreements herein, the Purchaser hereby agrees to purchase from the County, and the County hereby agrees to sell to the Purchaser for such purpose, all, but not less than all, of the $100,141,750, aggregate principal amount of the Bonds, at a purchase price equal to $100,141,750. The Bonds shall be issued pursuant to the Bond Ordinance and the Bond Indenture. The Bonds shall be dated, shall mature and be subject to optional and mandatory redemption on such dates and in such amounts, shall bear interest at such rates and shall be subject to such other terms and conditions, all as described in the Bond Ordinance, the Bond Indenture and this Agreement. Proceeds of the Bonds will be used, together with other available funds as set forth in Section 5.01 of the Bond Indenture. The Bonds shall initially bear interest at the SIFMA Index Rate and may also bear interest at the LIBOR Index Rate, the Taxable Rate, the Term-Out Rate or the Default Rate, as provided in the Bond Indenture.

B. Closing. The purchase and sale of the Bonds shall take place on the Closing Date at the offices of Chapman and Cutler LLP, Chicago, Illinois. At the Closing, as defined below, the Purchaser will accept the delivery of the Bonds duly executed by the County, together with other documents herein mentioned, and will make payment therefor as provided herein by immediately available funds payable to the order of the County. The payment for the Bonds and delivery of the Bonds, as herein described, is herein called the "Closing."

C. Subsequent Interest Rates. The County and the Purchaser may agree to the Purchaser holding the Bonds for subsequent Index Rate Periods as provided in Section 2.04(d) of the Bond Indenture.

D. Term Out. In the event that, on any Conversion Date, the Purchaser does not elect to continue to hold the Bonds for an additional Index Rate Period, the Bonds shall automatically convert to the Term-Out Period and shall bear interest at the Term Out Rate as provided in Section 2.04(e) of the Bond Indenture. In such event, the County shall deliver to the Purchaser an opinion of Bond Counsel to the effect that the implementation of the Term Out Rate will not adversely affect the validity and enforceability of the Bonds in accordance with their terms or any exclusion from gross income for federal income tax purposes to which Bonds would otherwise be entitled. Notwithstanding the foregoing, (i) if an Event of Default shall occur during the Term-Out Period the Bonds shall bear interest at the Default Rate for so long as such Event of Default continues and (ii) if the Taxable Date shall occur during the Term-Out Period the Bonds shall bear interest at the Taxable Rate. The Bonds subject to the Term-Out Period, shall be redeemed as provided in Section 3.01(c) of the Bond Indenture.

Section 3. Representations and Warranties of the County. The County represents and warrants to and agrees with the Purchaser that:

A. County. The County is organized and validly existing under the laws and the Constitution of the State of Illinois. The County is authorized and empowered to enter into the transactions contemplated by this Agreement, the Bond Ordinance and the Ancillary Documents to which the County is or is to be a party. The adoption of the Bond Ordinance and the execution, delivery and performance by the County of this Agreement, the Ancillary Documents to which the County is or is to be a party and the issuance of the Bonds are within the legal right, power and authority of the County, have been duly and validly authorized by all necessary proceedings of the County, and such execution, delivery and performance by the County as of the date of this Agreement and as of the Closing Date do not and will not contravene, or constitute a breach of or default (with due notice or the passage of time or both) under, any provision of law, ordinance or regulation applicable to the County, or other rules and procedures of the County, or any judgment, order, decree, agreement or instrument binding on it or, result in the creation of any lien or other encumbrance on any asset of the County. This Agreement and the Bond Ordinance each constitute, and the Ancillary Documents to which the County is or is to be a party, when executed and delivered by the County and any other parties thereto, will constitute valid and binding agreements of the County enforceable against the County in accordance with their respective terms, except to the extent limited by bankruptcy, insolvency, moratorium, reorganization, or other similar laws affecting creditors' rights generally and by the availability of equitable remedies whether considered at law or in equity, including the exercise of judicial discretion, and except that no representation is made with respect to the enforceability of the indemnification provisions in this Agreement or any of the Ancillary Documents, and the Bonds, when issued and delivered by the County in accordance with this Agreement, the Bond Indenture and the Bond Ordinance will have been duly authorized and validly issued and will constitute valid and binding obligations of the County enforceable against the County in accordance with their terms, except to the extent limited by bankruptcy, insolvency, moratorium, reorganization, or other similar laws affecting creditors' rights generally and by the availability of equitable remedies whether considered at law or in equity, including the exercise of judicial discretion.

B. Use of Proceeds. The County will not take or omit to take any action which will in any way cause or result in the proceeds from the sale of the Bonds being applied other than as provided in the Bond Ordinance and the Bond Indenture.

C. Governmental Authorization. All authorizations, consents and approvals of any Governmental Body required in connection with the execution and delivery by the County of, or in connection with the performance by the County of its obligations under, the Bonds, the Bond Ordinance this Agreement, or the Ancillary Documents to which the County is or is to be a party, have been obtained and are in full force and effect, or will be obtained prior to Closing and will be in full force and effect as of the Closing Date.

D. No Litigation. As of the date of this Agreement and as of the Closing Date (i) there is no action, suit, proceeding or investigation, at law or in equity, before or by any Governmental Body, court or any governmental agency or public board or body, pending against the County or, to the knowledge of the County, threatened against the County, to restrain or enjoin, or threatening or seeking to restrain or enjoin, the issuance, sale or delivery of the Bonds or the delivery by the County of any of the Ancillary Documents to which the County is a party, or in any way contesting or affecting the validity of the Bonds, or any of the Ancillary Documents to which the County is a party, or in any way questioning or affecting (w) the proceedings under which the Bonds are to be issued, (x) the validity or enforceability of any provision of the Bonds, the Bond Ordinance, or this Agreement, (y) the authority of the County to levy and collect the taxes pledged to the payment of the Bonds, or to perform its obligations hereunder or with respect to the Bonds, or to consummate any of the transactions set forth in the Ancillary Documents to which it is or is to be a party as contemplated hereby or by the Bond Ordinance, (z) the legal existence of the County, or the title of its Board or officers to their offices, and (ii) there is no action, suit, proceeding or investigation, at law or in equity, before or by any Governmental Body, court or any governmental agency or public board or body, pending against the County or, to the knowledge of the County, threatened against the County, involving any of the Pledged Taxes, or which could materially adversely affect the financial condition of the County.

E. Certificates. Any certificate signed by an authorized officer of the County and delivered to the Purchaser shall be deemed a representation and covenant by the County to the Purchaser as to the statements made therein.

F. Bond Ordinance. The Bond Ordinance is in full force and effect, and has not been amended, modified, revoked or repealed.

G. Noncontravention. The execution, delivery and performance by the County of its obligations under this Agreement and the Ancillary Documents to which the County is a party, do not and to the County's knowledge, will not contravene, or constitute a default under, any provision of applicable law or regulation, or of any agreement, judgment, injunction, order, decree or other instrument binding upon the County, and will not result in the creation of any lien or other encumbrance upon any asset of the County.

H. No Default. No default or event of default on the part of the County has occurred and is continuing, and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a default or an event of default on the part of the County under this Agreement, the Ancillary Documents to which the County is a party, or any other material agreement or material instrument to which the County is a party or by which the County is or may be bound.

I. Approvals. The County has received all authorizations and approvals, from all Governmental Bodies or otherwise, necessary to issue the Bonds.

J. Financial Statements. The most recent audited financial statements of the County dated November 30, 2013 (i) were prepared on an accrual basis of accounting throughout the period covered thereby, except as otherwise expressly noted therein; (ii) fairly present in all material respects the financial condition of the County as of the date thereof and its results of operations for the period covered thereby; and (iii) show all material indebtedness and other direct liabilities of the County as of the date thereof, including liabilities for taxes and indebtedness.

K. No Material Adverse Effect. Except as disclosed in writing to the Purchaser prior to the Closing Date, since the date of the most recent audited financial statements of the County dated November 30, 2013, there has been no event or circumstance, either individually or in the aggregate, that has had or could reasonably be expected to result in a Material Adverse Effect.

L. Incorporation of Representations and Warranties. Each Ancillary Document to which the County is a party is a legal, valid and binding obligation of the County, has not been terminated, canceled or waived in any material respect and is in full force and effect, and the County is not in default under any such document. The County hereby makes to the Purchaser the same representations and warranties made by the County in each Ancillary Document, which representations and warranties, together with the related definitions of terms contained therein, are incorporated herein by this 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, warranties or definitions made pursuant to the relevant Ancillary Document shall be effective to amend such representations and warranties and definitions as incorporated by reference herein without the prior written consent of the Purchaser.

M. 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 of Illinois.

N. Accuracy of Information. All information, reports, financial statements and other papers and data furnished to the Purchaser or its counsel by or on behalf of the County to the Purchaser were, at the time the same were so furnished, complete and correct in all material respects, to the extent necessary to give the recipient a true and accurate knowledge of the subject matter. No fact is known to the County which has had or in the reasonable judgment of the County may in the future have a Material Adverse Effect which has not been set forth in the financial statements referred to in Section 3J or in such information, reports or other papers or data or otherwise disclosed in writing to the Purchaser prior to the Closing Date. Any financial, budget and other projections furnished to the Purchaser by the County were prepared in good faith on the basis of the assumptions stated therein, which assumptions were fair and reasonable in light of the conditions existing at the time of delivery of such financial, budget or other projections, and represented, and as of the date of this representation, represent the County's best estimate of its future financial performance. No document furnished or other written statement made to the Purchaser in connection with the negotiation, preparation or execution of this Agreement or the Ancillary Documents, to which the County is a party, contains or will contain any untrue statement of a material fact or omits or will omit to state (as of the date made or furnished) any material fact necessary in order to make the statements contained herein or therein, in light of the circumstances under which they were or will be made, not misleading.

Section 4. Covenants.

A. Continuing Disclosure.

(i) *Annual Financial Statements.* The County shall deliver, or cause to be delivered, which may be in electronic format, to the Purchaser as soon as practicable after they are available, but in no event more than 300 days after the last day of each fiscal year, audited financial statements of the County as of the close of such fiscal year, prepared in accordance with standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States, examined and certified by independent public accountants selected by the County, whose opinion as to such financial statements shall be unqualified in scope and substance, and, if requested by the Purchaser, certified by an executive officer of the County.

(ii) *Annual Budget.* The County shall deliver, or cause to be delivered, which may be in electronic format, to the Purchaser as soon as practicable after it is available, but in no event more than 30 days after the last day of the County's fiscal year, the annual budget for the County for the upcoming fiscal year.

(iii) *Certificate of Compliance.* Simultaneously with the delivery of each set of financial statements referred to in subsection (i) of this Section, a certificate substantially in the form of Exhibit A signed by a principal financial officer of the County, (1) stating that such officer has made a review of activities during the preceding period for the purpose of determining whether the County has complied with all of the terms, provisions and conditions of this Agreement and the Ancillary Documents, and (2) attesting that, to the best of his/her knowledge, the County has kept, observed, performed and fulfilled each and every such covenant, provision and condition on its part to be performed and no Event of Default or Default has occurred, or if an Event of Default or Default has occurred such certificate shall specify such event or condition, the nature and status thereof and any remedial steps taken or proposed to correct such event or condition.

(iv) *Additional Information.* The County shall also deliver, or cause to be delivered to the Purchaser any additional information reasonably requested by the Purchaser and readily available to or reasonably accessible by the County; provided that the rights of the Purchaser under this Section 4A shall be subject to state and federal laws regarding confidential information.

B. No Rating; CUSIP. The Bonds shall not be rated by any rating agency, shall not be registered to participate in DTC and shall not be marketed during any period in which the Bonds are held by the Purchaser pursuant to any Official Statement, Offering Memorandum or any other disclosure documentation. The Bonds shall bear a CUSIP number.

C. Costs and Expenses. (i) Whether or not the transactions contemplated in this Agreement or the Ancillary Documents close, the County agrees to pay on demand all reasonable costs and expenses of the Purchaser in connection with the preparation, execution, delivery and administration of this Agreement and any other Ancillary Document and any other documents which may be delivered in connection therewith, including, without limitation, the reasonable fees and out-of-pocket expenses of counsel for the Purchaser with respect thereto, with respect to any opinions rendered by such counsel, and with respect to advising the Purchaser as to its rights and responsibilities under this Agreement or any other Ancillary Document. The County also agrees to pay on demand all reasonable costs and expenses in connection with the enforcement or any renegotiation or amendment of this Agreement, the Bond Ordinance or any other Ancillary Document.

D. Increased Costs. The County agrees that if because of any new law or regulation, risk-based capital guidelines, policy, interpretation, or directive, or because of any change in any existing law, regulation, risk-based capital guidelines, policy, interpretation, or directive or in the interpretation thereof by any official authority, if having the force of law or in any other respect obligatory upon the Purchaser, (each hereinafter referred to as a "Change in Law") including specifically but without limitation all requests, rules, guidelines or directives in connection with the Dodd-Frank Wall Street Reform and Consumer Protection Act and all rules, guidelines or directives promulgated by the Bank of International Settlements, or the Basel Committee on Banking Regulations and Supervisory Practices (or any successor or similar authority), regardless of the date enacted, adopted, issued, promulgated or implemented:

(i) the Purchaser should with respect to this Agreement, the Bonds or any transaction hereunder, be subject to any tax, charge, fee, deduction or withholding of any kind whatsoever, or

(ii) increased insurance premiums, reserve requirements, or changes in levels of reserves, deposits, insurance or capital (including any allocation of capital requirements or conditions), should be imposed on the Purchaser with respect to this Agreement, the Bonds or any transactions hereunder or thereunder, and if any of the above-mentioned measures, should result in (A) any increase in the cost to the Purchaser of owning the Bonds or any transaction under this Agreement, or (B) any reduction in the amount of principal, interest or any fee receivable by the Purchaser in respect of the Bonds or this Agreement or of any transaction contemplated under this Agreement or (C) any reduction in the yield or rate of return of the Purchaser on the Bonds, to a level below that which the Purchaser could have achieved but for the adoption or modification of any such requirements,

and the Purchaser has generally exercised its rights to demand additional amounts from other borrowers under similar provisions with respect to the applicable Change in Law, then the County agrees to pay to the Purchaser such increased cost or reduction in yield or rate of return ("Increased Cost Fee"). In determining any such amounts, the Purchaser will act reasonably and in good faith, using averaging and attribution methods which are reasonable in providing any notice of such change the Purchaser shall act in good faith and agrees to notify the County within a reasonable period after it becomes aware of any such change. Any Increased Cost Fee shall be due and payable by the County to the Purchaser on the sixtieth (60th) day after demand. A certificate by the Purchaser as to the amount due and payable under this Section 4D from time to time and a reasonably detailed description of the method of calculating the Increased Cost Fee shall be conclusive absent manifest error and shall be provided to the County with the notice described above. In determining any such amount the Purchaser may use any reasonable averaging and attribution methods. The obligation of the County to pay amounts due and owing to the Purchaser as described in this Section shall survive the delivery of the Bonds to the Purchaser on the Closing Date. Any amounts paid by the County to the Purchaser pursuant to this Section 4D shall be an additional fee and shall not constitute interest on the Bonds. If amounts payable under this Section 4D are not paid when due, an Event of Default shall occur and any amounts not paid when due shall bear interest at the Default Rate until paid.

E. Compliance with Laws. Unless the Purchaser shall otherwise consent in writing, the County covenants and agrees to comply in all material respects with all statutes, rules, regulations, orders, writs, judgments, injunctions, decrees or awards of any Governmental Body having jurisdiction over the County to the extent the failure to comply with the foregoing could reasonably be expected to result in a Material Adverse Effect.

F. Compliance with Material Contracts. Unless the Purchaser shall otherwise consent in writing, the County covenants and agrees to comply with all material contracts, the breach of which would constitute a Material Adverse Effect or would materially adversely affect the transactions contemplated herein, the Bond Ordinance or in Ancillary Documents.

G. Notices. The County shall promptly notify the Purchaser: (i) of the occurrence of (A) any Default or Event of Default hereunder, (B) any "Default" or "Event of Default" (as such terms are defined in the Bond Ordinance and in any Ancillary Document), and (C) any other default or event of default (however designated) under the Bond Ordinance or any Ancillary Document; or (ii) of any matter that has resulted or could reasonably be expected to result in a Material Adverse Effect, including (A) breach or non-performance of, or any default under, a contractual obligation of the County resulting in liability in excess of $25,000,000; (B) any dispute, litigation, investigation, proceeding or suspension between the County and any Governmental Body to the extent such action could reasonably be expected to result in a liability of the County in excess of $25,000,000; and (C) the commencement of, or any material development in, any litigation or proceeding affecting the County, including pursuant to any applicable environmental laws to the extent such action could reasonably be expected to result in a liability to the County in excess of $25,000,000, (but excluding any litigation or proceeding relating to a labor dispute); or (iii) of any proposed waiver, amendment or modification of the Bond Ordinance or any Ancillary Document; or (iv) any Determination of Taxability. Each notice pursuant to this Section shall be accompanied by a statement of a responsible officer of the County setting forth details of the occurrence referred to therein and, in the case of a notice pursuant to clause (i) or (ii) above, stating what action the County has taken and proposes to take with respect thereto. Each notice pursuant to this Section shall describe with particularity any and all provisions of the Bond Indenture, this Agreement and any other Ancillary Document that have been breached.

H. Pledged Taxes; Covenant with Respect to Default Rate and Taxable Rate. Pursuant to Section 5.03 of the Bond Indenture, all Pledged Taxes received by the County Treasurer are to be deposited daily with the Trustee for deposit to the Bond Fund. In the event the Bonds bear interest at the Default Rate or the Taxable Rate, the County agrees to pay to the Purchaser from any lawfully available funds any amounts owed as interest on the Bonds to the extent such amounts are not on deposit in the Bond Fund created under the Bond Indenture. If there are insufficient funds available to the County to pay such interest, the County shall adopt a supplemental levy ordinance in an amount sufficient to make up any shortfalls.

I. Incorporation of Covenants. The County shall perform and comply with all of its covenants and agreements set forth in the Bond Ordinance and the Ancillary Documents, which covenants and agreements are hereby incorporated herein by reference and, notwithstanding anything to the contrary set forth herein, in the Bond Ordinance and such Ancillary Documents, such covenants and agreements shall be for the benefit of, and run directly to, the Purchaser, and the Purchaser shall be entitled to rely upon all such covenants and agreements as though all such covenants and agreements were set forth herein in full or otherwise addressed directly to the Purchaser. All such covenants and agreements shall be unaffected by any amendment, modification or waiver, or cancellation or termination after the date hereof, of the Bond Ordinance or the Ancillary Documents, unless such amendment, modification, waiver, cancellation or termination is consented to in writing by the Purchaser.

J. Recapture. In the event that the interest rate borne by the Bonds would exceed the Maximum Lawful Rate (but for the limitation of the interest rate borne by the Bonds, to the Maximum Lawful Rate pursuant to the Bond Indenture) the interest rate borne by the Bonds shall be calculated as provided in Section 2.04(c)(3) of the Bond

Indenture and the County shall pay the Excess Interest as provided in Section 2.04(c)(3) of the Bond Indenture.

K. Indemnification. The County agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Purchaser 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 Purchaser. 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.

The provisions of this Section 4K shall survive the termination of this Agreement and the payment in full of the Bonds and the obligations of the County thereunder and hereunder.

L. Further Assurances. The County shall, upon the request of the Purchaser, from time to time, execute and deliver and, if necessary, file, register and record such further financing statements, amendments, continuation statements and other documents and instruments and take such further action as may be reasonably necessary to effect the provisions of this Agreement and the Ancillary 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 Ancillary Documents and such instruments of further assurance.

M. Right of Entry; Communication with Accountants. The County shall permit the duly authorized agents or representatives of the Purchaser during normal business hours and upon reasonable notice to visit and inspect any of the offices of the

County, or any parts thereof, and to examine its financial and corporate books, records and accounts and to make copies thereof and extracts therefrom, and to discuss the County's affairs, finances, business and accounts with its officers, employees and agents. The County authorizes the Purchaser to communicate directly with its accountants and authorizes and shall instruct those accountants to communicate with, disclose and make available to, the Purchaser, any and all financial statements and other supporting financial documents, schedules and information relating to the business, results of operations and financial condition and other affairs of the County [and any Affiliate of the County.

N. Amendments. The County shall not amend, modify or supplement, nor agree to any amendment or modification of, deviation from, or supplement to, any of the Ancillary Documents without the prior written consent of the Purchaser.

O. Related Obligations. The County shall promptly pay all amounts payable by it hereunder and under the Ancillary Documents according to the terms hereof or thereof and shall duly perform each of its obligations under this Agreement and the other Ancillary 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 Ancillary Documents to which the Purchaser has not given its express consent.

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

Q. Lien. The County shall not permit any Lien on any portion of the Pledged Taxes securing any termination payments with respect to interest rate swap or hedge agreement to be pari passu with or senior to the Lien on the Pledged Taxes created pursuant to the Bond Indenture for the benefit of the Bonds and the Purchaser.

R. 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 Bond Indenture for the benefit of the Purchaser, other than Liens created under and in accordance with the terms of the Bond Indenture; provided that no provisions of this Agreement 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.

S. 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 Ancillary Documents. In the event that the County shall directly or indirectly, enter into or otherwise consent to any Bank Agreement, either before or after the date hereof, which such Bank Agreement includes the right to accelerate the payment of the principal of or interest on any series of unlimited tax general obligation bonds upon the occurrence of an event of default under terms more favorable than those provided herein, the Purchaser 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 Purchaser, 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 unlimited tax general obligation bonds, enter into an amendment to this Agreement to include such provision, provided that the Purchaser 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 unlimited tax general obligation bonds shall be effective to amend, release, terminate or discharge (as applicable) such provision as incorporated by reference herein without the consent of the Purchaser.

T. Maintenance of Insurance. The County shall maintain insurance or self-insurance consistent with past practice of the County.

U. Necessary Levies. (i) 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 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 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.

(ii) In the event that the obligations under the Bonds are accelerated pursuant to the Bond Indenture, 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 the Bond Indenture.

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

W. Ratings. The County shall maintain unlimited tax general obligation debt ratings by at least two of Moody's, S&P and Fitch; however, no rating shall be assigned to the Bonds.

Section 5. Conditions of Closing. The Purchaser's obligation to purchase the Bonds under this Agreement is subject to the performance by the County of its obligations hereunder at and prior to the Closing Date, to the accuracy in the reasonable discretion of the Purchaser, of the representations and warranties of the County contained herein as of the Closing Date, and, in the reasonable discretion of the Purchaser, to the following conditions, including the delivery of such documents as are enumerated herein in form and substance satisfactory to the Purchaser and its counsel as of the Closing Date:

A. Bond Ordinance in Effect in Compliance Therewith. At the time of the Closing the Bond Ordinance shall be in full force and effect, and shall not have been amended, modified or supplemented since the date hereof, except as may have been agreed to in writing by the Purchaser, and the County shall have duly adopted and there shall be in full force and effect such additional ordinances or agreements as shall be, in the opinion of Bond Counsel, necessary in connection with the transactions contemplated hereby and the County shall perform or have performed all of its obligations required under or specified in this Agreement with regard to the Bonds or the Bond Ordinance to be performed at, simultaneously with or prior to the Closing.

B. Opinion of Bond Counsel. The Purchaser shall have received an unqualified approving legal opinion dated the Closing Date that interest on the Bonds is excludable from gross income federal income tax purposes, addressed to the County and the Purchaser, from Chapman and Cutler LLP, Bond Counsel, satisfactory to the Purchaser in its reasonable discretion.

C. Performance; No Default. The County shall have performed and complied with all agreements and conditions herein required to be performed or complied with by each of them prior to or on the Closing Date, and at the time of the Closing no event of default, unmatured default or default shall have occurred and be continuing with respect to the Ancillary Documents or the Bonds.

D. No Material Change. At the time of Closing, there shall not have occurred any change or any development involving a prospective change, in the condition, financial or otherwise, from that set forth in the financial statements of the County dated November 30, 2013 provided to the Purchaser that in the reasonable judgment of the Purchaser, is material and adverse and that makes it, in the reasonable judgment of the Purchaser, impracticable or inadvisable to proceed with the purchase of the Bonds.

E. Ancillary Documents. At the Closing Date, (i) all of the Ancillary Documents shall be in full force and effect, shall have been duly executed and copies delivered to the Purchaser by, and shall constitute valid and binding agreements of, the parties thereto, shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Purchaser and there shall be no defaults or events of default thereunder and (ii) the proceeds of the sale of the Bonds shall be applied or deposited with the County for application as described in the Bond Indenture and the closing documents executed and delivered with respect to the Bonds.

F. The Bonds. The Bonds shall have been duly authorized, executed, authenticated, delivered, and the proceeds from the sale thereof applied, in accordance with the provisions of the Bond Indenture and the closing documents executed and delivered with respect to the Bonds.

G. Certified Copies of Bond Ordinance. The Purchaser shall have received a certified copy of the Bond Ordinance. The Bond Ordinance shall include authorization for execution and delivery of this Agreement.

H. Additional Opinions, Certificates, etc. The Purchaser shall have received such additional legal opinions, certificates, proceedings, instruments and other documents as the Purchaser, the County or their respective counsel may deem reasonably necessary or desirable. All of the opinions, letters, certificates, instruments and other documents mentioned in this Agreement shall be deemed to be in compliance with the provisions of this Agreement only if in the reasonable judgment of the Purchaser, they are satisfactory in form and substance.

I. Failure to Satisfy Closing Conditions. If there shall be a failure to satisfy the conditions of the Purchaser's obligations contained in this Agreement or if the Purchaser's obligations to purchase the Bonds shall be terminated for any reason permitted by this Agreement, this Agreement shall terminate, and the Purchaser and the County shall not have any further obligations hereunder.

Section 6. Events of Default. The occurrence of any of the following events, unless waived by the Purchaser, shall constitute an "Event of Default" by the County under this Agreement:

A. Payments. The County shall fail to pay when due (i) principal of and interest on the Bonds or (ii) any other amounts owed by the County to the Purchaser pursuant to this Agreement or the Bond Indenture; or

B. Representations. Any material representation or warranty made by or on behalf of the County in this Agreement or in any Ancillary Document or in any certificate or statement delivered under this Agreement or under any other Ancillary Document to which the County is a party shall prove to have been incorrect or untrue in any material respect when made or deemed to have been made; or

C. Specified Covenants. The County shall fail to perform the covenants in Sections 4G, M, N, Q, R, S or T; or

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) contained in this Agreement or in the other Ancillary Document on its part to be performed or observed which failure continues for forty-five (45) days or more after written notice from the Purchaser to the County; or

E. Contest of Validity. (i) The County shall, in writing to the Purchaser or otherwise, (A) claim that any material provision of the Bond Indenture, the Bonds, the Bond Ordinance or this Agreement is not valid or binding on the County, (B) repudiate any of its material obligations under the Bond Indenture, the Bonds, Bond Ordinance or this Agreement and/or (C) initiate any legal proceedings to seek an adjudication that any material provision of the Bond Indenture, the Bonds, the Bond Ordinance or this Agreement is not valid or binding on the County, or (ii) any material provision of this Agreement, the Bonds, the Bond Ordinance or the Bond 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; or

F. Bankruptcy. (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 under any existing or future federal bankruptcy law or state moratorium law, seeking to have an order for relief entered with respect to it, or seeking to adjudicate it as bankrupt or insolvent, or seeking debt reorganization, debt arrangement, debt adjustment, winding up, liquidation, dissolution, composition or other relief with respect to it, or imposing a debt payment moratorium, debt restructuring, debt adjustment or comparable extraordinary restriction (with respect to the obligations of the County), or (ii) there shall be a judgment against the County in any case, proceeding or other action of a nature referred to in clause (i) above which involves an order for such relief and which shall not have been vacated, discharged, or stayed or bonded pending appeal within sixty (60) days from the entry of judgment with respect thereof; or (iii) the County shall have admitted 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 (iv) 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 any of its unlimited tax general obligation bonds; or (v) the County shall make an assignment for the benefit of creditors; or (vi) the County shall consent to the appointment of a receiver for the County or for all or a substantial part of its property; or (vii) a court of competent jurisdiction shall enter an order, judgment or decree appointing a receiver of the County or for all or a substantial portion of its property; or (viii) under the provisions of any law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the County or of all or any substantial part of its property, and such custody or control shall not be terminated or stayed within sixty (60) days from the date of assumption or such custody or control; or

G. Payment Default on Unlimited Tax General Obligation Bonds. Any failure, wholly or partially, to make timely any payment required to be made on any of the County's unlimited tax general obligation bonds; or

H. 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 (not otherwise covered by insurance or self-insurance) 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 sixty (60) days or as otherwise required by such judgment, writ or warrant of attachment; or

I. Rating. Downgrade of the long-term unenhanced rating of any unlimited tax general obligation debt of the County below "Baa2" / "BBB" / "BBB", by any of Moody's, S&P or Fitch, respectively, or the suspension or withdrawal of any such rating for credit reasons; or

J. Ancillary Documents. A default or event of default shall occur under any Ancillary Document (other than the Bond Ordinance).

Section 7. Remedies. Upon the occurrence of an Event of Default described in Section 6A through Section 6J of this Agreement, the Bonds shall bear interest at the Default Rate until such time as the Event of Default is cured, payable on each Interest Payment Date as provided in the Bond Indenture and the Purchaser shall be entitled to take any action to which it is entitled to take on account of the occurrence of an event of default under the Bond Indenture, the Bond Ordinance or any Ancillary Document or any instrument delivered to the Purchaser for the benefit of the owner of the Bonds or at law generally, including giving notice of default to the County and the Trustee and directing the County that the Bonds be called for redemption in accordance with Section 7.02 of the Bond Indenture; provided, however, that upon an Event of Default described in Section 6F of this Agreement, the Bonds shall automatically and immediately be due and payable without any notice or direction from the Purchaser. Upon the occurrence of any Event of Default under this Agreement the Purchaser may take whatever action at law or in equity may appear necessary or desirable to collect the amounts due and payable under the Bonds and the Ancillary Documents or to enforce performance or observance of any obligation, agreement or covenant of the County under this Agreement and the Ancillary Documents, whether for specific performance of any agreement or covenant of the County or in aid of the execution of any power granted to the Purchaser in the Ancillary Documents.

Section 8. Sovereign Immunity; Jury Trial. To the fullest extent permitted by law, the County agrees that, from the date hereof, this Agreement and the Ancillary Documents are fully enforceable in accordance with the provisions thereof and hereby expressly waives rights to sovereign immunity, if any, except for such rights granted by the Illinois Local Governmental and Governmental Employees Tort Immunity Act. The County and the Purchaser hereby irrevocably waive any right to trial by jury in any action or proceeding to enforce or defend any rights of the Purchaser or the County or arising from any dispute or controversy under or in connection with this Agreement or the Bonds. Each of the County and the Purchaser hereby irrevocably agree that any action or proceeding to enforce or defend any rights of the Purchaser or the County or arising from any dispute or controversy under or in connection with this Agreement or the Ancillary Documents, shall be litigated only in any local, state or federal court having situs within the County of Cook, Illinois. Each of the County and the Purchaser hereby consent and submit to the jurisdiction of such courts located within such county and state. Each of the County and the Purchaser hereby waive, to the fullest extent permitted by law, any right they may have to transfer or change the venue of any litigation brought in accordance with this section.

Section 9. Participants. The Purchaser shall have the right to grant participations in this Agreement and the Ancillary Documents to one or more other banking institutions, and such participants shall be entitled to the benefits of this Agreement and each other Ancillary Documents, to the same extent as if they were a direct party to each such agreement *provided* that no such participant shall be entitled to receive payment under each such agreement of any amount greater than the amount which would have been payable had the Purchaser not granted a participation to such participant.

Section 10. Notices. Except as otherwise provided in this Agreement, whenever notice is required to be given pursuant to the provisions of this Agreement, such notice shall be in writing and shall be mailed by first class mail postage prepaid or sent via express delivery or courier service.

Section 11. Law Governing. This Agreement shall be construed in accordance with and governed by the laws of the State of Illinois.

Section 12. Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

Section 13. Parties and Interests. This Agreement is made solely for the benefit of the County and the Purchaser, including the successors and assigns of the Purchaser, and no other person, partnership, association or corporation shall acquire or have any rights hereunder or by virtue hereof.

Section 14. Amendment or Assignment. This Agreement may not be amended except through the written consent of each of the parties hereto. This Agreement is a continuing obligation and shall be binding upon the County, and shall inure to the benefit of the Purchaser and its respective permitted successors, transferees, assigns and participants. The County may not assign or otherwise transfer any of its rights or obligations hereunder. The Purchaser may at any time, without the consent of the County, assign to one or more assignees all or a portion of the Purchaser's rights and obligations under this Agreement, the Bonds and the Ancillary Documents; provided, however, that no assignee shall be entitled to receive any greater payment under Section 4D of this Agreement than the Purchaser would have been entitled to receive without regard to such assignment. Additionally, the Purchaser may, in accordance with applicable law, from time to time sell participations in its interests in the Bonds, this Agreement and the Ancillary Documents in accordance with Section 9.

Section 15. Survival of Representations, Warranties, Agreements and Obligations. Each respective representation, warranty and agreement of the County and the Purchaser shall remain operative and in full force and effect, regardless of any investigations made by or on behalf of the Purchaser and the County and shall survive the Closing. This Section 15 shall survive any termination of this Agreement pursuant to its terms.

Section 16. Severability. If any provision of this Agreement shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, or in all cases because it conflicts with any other provision or provisions or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or sections in this Agreement shall not affect the validity of the remaining portions of this Agreement, or any part hereof.

[SIGNATURES FOLLOW]

Very truly yours,

WELLS FARGO MUNICIPAL CAPITAL STRATEGIES, LLC

By: ______________________________
Vice President

Accepted and agreed to by the undersigned as of the date first above written.

THE COUNTY OF COOK, ILLINOIS

By: ______________________________
Its: Chief Financial Officer

Very truly yours,

WELLS FARGO MUNICIPAL CAPITAL STRATEGIES, LLC

By: ______________________________
Vice President

Accepted and agreed to by the undersigned as of the date first above written.

THE COUNTY OF COOK, ILLINOIS

By: ______________________________
Its: Chief Financial Officer

EXHIBIT A

FORM OF COMPLIANCE CERTIFICATE

The undersigned, a principal financial officer of Cook County, Illinois (the "County"), hereby certifies as follows to Wells Fargo Municipal Capital Strategies, LLC (the "Purchaser"), with reference to that certain Purchase and Continuing Covenant Agreement dated as of October 15, 2014 (the "Agreement"), between the County and the Purchaser (any capitalized terms used herein and not defined shall have its respective meaning as set forth in the Agreement):

1. The undersigned has made a review of all activities of the County during the preceding fiscal year of the County ended __________ for the purpose of determining whether or not the County has complied with all of the terms, provisions and conditions of the Agreement and the Ancillary Documents.

2. [County to select one]:

______ [To the best of the undersigned's knowledge, the County has kept, observed, performed and fulfilled each and every covenant, provision and condition in the Agreement and in the Ancillary Documents on its part to be performed and no Event of Default or Default has occurred.]

OR

______ [An Event of Default or Default has occurred under [Section ______ of the Agreement][Section ______ of the [Insert name of applicable Ancillary Document]. (If selected, the County must specify the specific event or condition, the nature and status thereof and any remedial steps taken or proposed to correct such event or condition.)]

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the County has executed and delivered this Certificate as of the ______ day of ______________, _____.

THE COUNTY OF COOK, ILLINOIS

By ____________________________________
Name _________________________________
Title __________________________________