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NINTH SUPPLEMENTAL TRUST INDENTURE

BETWEEN

THE COUNTY OF COOK, ILLINOIS

and

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

as Trustee

Dated as of October 1, 2025

SECURING THE COUNTY OF COOK, ILLINOIS  
SALES TAX REVENUE BONDS, SERIES 2025

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This NINTH SUPPLEMENTAL TRUST INDENTURE dated as of October 1, 2025 (the “*Ninth Supplemental Indenture*”), by and between The County Of Cook, a county and home rule unit of local government organized and existing under the laws of the State of Illinois (the “*County*”), and The Bank of New York Mellon Trust Company, N.A., a national banking association duly organized, existing and authorized to accept and execute trusts of the character herein set out under and by virtue of the laws of the United States of America, with a corporate trust office located in Chicago, Illinois, as Trustee (the “*Trustee*”) under the Master Trust Indenture dated as of August 1, 2012 between the County and the Trustee, authorizing the issuance of Sales Tax Revenue Bonds of the County (the “*Master Indenture*”).

**WITNESSETH**

WHEREAS, by virtue of Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois (the “*State*”), the County is a home rule unit of local government and as such may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the County deems it to be in the best interests of the inhabitants of the County and necessary for the welfare of the government and affairs of the County to (i) refund all or a portion of its outstanding General Obligation Bonds, Series 2014D and outstanding General Obligation Bonds, Series 2018 (collectively, the “*General Obligation Bonds*”) in order to refinance certain capital projects originally financed with the proceeds of the General Obligation Bonds; (ii) finance or refinance the construction, equipping, altering or repairing of various County facilities, as further described in Exhibit B, or for any other lawful project under the Master Indenture (collectively, such refinanced and to be financed projects hereinafter referred to as the “*Series 2025 Projects*”), which Series 2025 Projects qualify as a “Project” (as defined in the Master Indenture); and

WHEREAS, pursuant to an ordinance duly adopted by the Board of Commissioners of the County on September 18, 2025 (the “*Ordinance*”), the County has duly authorized the issuance of its Sales Tax Revenue Bonds in an aggregate principal amount of \$\_\_\_\_\_ (the “*Series 2025 Bonds*”) for the purposes of (i) refunding the General Obligation Bonds; (ii) financing or refinancing the Series 2025 Projects; (iii) capitalizing interest payable on the Series 2025 Bonds to the extent determined to be necessary as provided in the Ordinance; and (iv) paying the expenses of issuing the Series 2025 Bonds, including premium on any municipal bond insurance policy; and

WHEREAS, the Series 2025 Bonds are to be issued under the Master Indenture and this Ninth Supplemental Indenture; and

WHEREAS, the Series 2025 Bonds will be secured by a pledge of the Pledged Sales Tax Revenues (as defined in the Master Indenture); and

WHEREAS, all things necessary: (i) to make the Series 2025 Bonds, when authenticated by the Trustee and issued as provided in the Master Indenture and this Ninth Supplemental Indenture, the valid, binding and legal obligations of the County according to the import thereof, and (ii) to constitute the Master Indenture, as supplemented by this Ninth Supplemental Indenture, a valid pledge of and grant of a lien on the Pledged Sales Tax Revenues to secure the payment of the

principal of, premium, if any, and interest on the Series 2025 Bonds, have been done and performed in due form and time as required by law; and

WHEREAS, the execution and delivery of this Ninth Supplemental Indenture and the execution and issuance of the Series 2025 Bonds, subject to the terms of the Indenture (as defined herein), have in all respects been duly authorized.

#### **GRANTING CLAUSES**

Now, THEREFORE, THIS NINTH SUPPLEMENTAL TRUST INDENTURE WITNESSETH:

That in order to secure the payment of the principal of, premium, if any, and interest on the Series 2025 Bonds issued hereunder, according to the import thereof, and the performance and observance of each and every covenant and condition herein, in the Master Indenture and in the Series 2025 Bonds contained, and for and in consideration of the premises and of the acceptance by the Trustee of the trusts hereby created, and the purchase and acceptance of the Series 2025 Bonds by the respective Owners (as hereinafter defined) thereof, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, and for the purpose of fixing and declaring the terms and conditions upon which the Series 2025 Bonds shall be issued, authenticated, delivered, secured and accepted by all persons who shall from time to time be or become Owners thereof, the County does hereby pledge and grant a lien upon the Trust Estate defined in and established under the Master Indenture to the Trustee and its successors in trust and assigns, all to the extent provided in the Indenture.

BUT IN TRUST NEVERTHELESS, for the equal and proportionate benefit and security of the Series 2025 Bonds issued hereunder and all Bonds (as defined in the Master Indenture) issued under and secured by the Indenture, without preference, priority or distinction as to participation in the lien, benefit and protection hereof of any one Bond over any other or from the others by reason of priority in the issue or negotiation thereof or by reason of the date or dates of maturity thereof, or for any other reason whatsoever (except as expressly provided in the Indenture), so that each and all of such Bonds shall have the same right, lien and privilege under the Indenture and shall be equally secured thereby, with the same effect as if the same had all been made, issued and negotiated upon the delivery hereof (all except as expressly provided in the Indenture, as aforesaid).

PROVIDED FURTHER, HOWEVER, that these presents are upon the condition that, if the County, or its successors, shall well and truly pay or cause to be paid, or provide for the payment of all principal, premium, if any, and interest on the Series 2025 Bonds due or to become due thereon, at the times and in the manner stipulated therein and herein, then this Ninth Supplemental Indenture and the rights hereby granted with respect to the Series 2025 Bonds shall cease, terminate and be void, but shall otherwise be and remain in full force.

AND IT IS HEREBY COVENANTED AND AGREED by and among the County, the Trustee and the Owners from time to time of the Series 2025 Bonds, that the terms and conditions upon which the Series 2025 Bonds are to be issued, authenticated, delivered, secured and accepted by all Persons who shall from time to time be or become the Owners thereof, and the trusts and conditions

upon which the moneys and securities hereby pledged are to be held and disposed of, which trusts and conditions the Trustee hereby accepts, are as follows:

## **ARTICLE I DEFINITIONS**

*Section 101. Definitions.* The following terms shall, for all purposes of this Ninth Supplemental Indenture, have the following meanings unless a different meaning clearly appears from the context:

“*General Obligation Bonds*” has the meaning set forth in the preambles to this Ninth Supplemental Indenture.

“*General Obligation Indenture*” means the Trust Indenture dated as of October 1, 2014 between the County and the General Obligation Trustee, as amended, pursuant to which the General Obligation Bonds were issued.

“*General Obligation Trustee*” means Amalgamated Bank of Chicago, as trustee under the General Obligation Indenture.

“*Indenture*” means the Master Indenture, as from time to time amended and supplemented, including as supplemented by the First Supplemental Trust Indenture, dated as of August 1, 2012, the Second Supplemental Trust Indenture, dated as of July 1, 2013, the Third Supplemental Trust Indenture, dated as of August 1, 2017, the Fourth Supplemental Trust Indenture, dated as of August 1, 2018, the Fifth Supplemental Trust Indenture, dated as of January 1, 2021, the Sixth Supplemental Trust Indenture, dated as of August 1, 2022, the Seventh Supplemental Trust Indenture, dated as of August 1, 2022, the Eighth Supplemental Trust Indenture, dated as of August 1, 2024 and this Ninth Supplemental Trust Indenture, dated as of October 1, 2025.

“*Interest Payment Date*” means May 15 and November 15 of each year, commencing [ ]

“*Series 2025 Bonds*” means the Sales Tax Revenue Bonds, Series 2025, of the County, authorized by Section 201.

“*Series 2025 Costs of Issuance Account*” means the account by that name created in Section 402.

“*Series 2025 Projects*” shall have the meaning assigned to such term in the preambles to this Ninth Supplemental Indenture.

“*Series 2025 Project Account*” means the account established under Section 401.

Unless otherwise specifically provided in this Ninth Supplemental Indenture, all terms defined in Article I of the Master Indenture shall have the same meaning in this Ninth Supplemental Indenture as if expressly defined herein.

*Section 102. Construction.* As used herein, and unless the context shall otherwise indicate, all words and terms shall include the plural as well as the singular number.

As used herein, the terms “herein,” “hereunder,” “hereby,” “hereto,” “hereof” and any similar terms refer to this Ninth Supplemental Indenture.

Unless the context shall otherwise indicate, references herein to articles, sections, subsections, clauses, paragraphs and other subdivisions refer to the designated articles, sections, subsections, clauses, paragraphs and other subdivisions of this Ninth Supplemental Indenture as originally executed. All words and terms importing the masculine gender shall, where the context requires, import the feminine gender and vice versa.

## **ARTICLE II AUTHORIZATION AND ISSUANCE OF SERIES 2025 BONDS**

*Section 201. Authorization of Series 2025 Bonds.* A Series of Additional Bonds entitled to the benefit and security of the Indenture is authorized to be issued in the aggregate principal amount of \$ \_\_\_\_\_ for the purpose of paying the cost of the Series 2025 Projects, including the refunding of the General Obligation Bonds. Such Series 2025 Bonds shall be designated as, and shall be distinguished from the Bonds of all other Series by, the title “Sales Tax Revenue Bonds, Series 2025.”

(a) The Series 2025 Bonds shall be in fully registered form and shall be initially dated the date of issuance thereof;

(b) All Series 2025 Bonds shall bear interest payable on each Interest Payment Date, computed on the basis of a three hundred sixty (360)-day year consisting of twelve (12) thirty (30)-day months.

(c) The Series 2025 Bonds shall mature on November 15 of each of the years and in the principal amounts and shall bear interest at the respective rates per annum set forth below:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
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<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
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(d) The Series 2025 Bonds shall be in Authorized Denominations (but no single Series 2025 Bond shall represent principal maturing on more than one date) and shall be numbered consecutively but need not be authenticated or delivered in consecutive order. The Series 2025 Bonds and the Trustee's Certificate of Authentication shall be in substantially the form set forth in Exhibit A attached hereto and by reference made a part hereof with such variations, omissions or insertions as are required or permitted by this Ninth Supplemental Indenture.

(e) The Trustee is hereby appointed as Paying Agent and Registrar with respect to the Series 2025 Bonds. The Principal and Redemption Price of the Series 2025 Bonds shall be payable at the designated corporate trust offices of the Trustee, as Paying Agent, and at such offices of any co-Paying Agent or successor Paying Agent or Paying Agents for the Series 2025 Bonds appointed pursuant to the Indenture. The payment of interest on the Series 2025 Bonds shall be made on each Interest Payment Date to the Owners of the Series 2025 Bonds by check or draft mailed on the applicable Interest Payment Date to each Owner as such Owner appears on the Bond Register maintained by the Registrar as of the close of business on the Record Date, at his address as it appears on the Bond Register. Any Owner of any of the Series 2025 Bonds in an aggregate principal amount of at least \$1,000,000 shall be entitled to have interest paid by wire transfer to such Owner to the bank account number on file with the Trustee and Paying Agent, upon requesting the same in a writing received by the Trustee and Paying Agent at least fifteen (15) days prior to the relevant Interest Payment Date, which writing shall specify the bank, which shall be a bank within the continental United States, and bank account number to which interest payments are to be wired. Any such request for interest payments by wire transfer shall remain in effect until rescinded or changed, in a writing delivered by the Owner to the Trustee and Paying Agent, and any such rescission or change of wire transfer instructions must be received by the Trustee and Paying Agent at least fifteen (15) days prior to the relevant Interest Payment Date. To the extent not otherwise expressly provided in this Section 201, the Series 2025 Bonds shall be subject to the general terms and provisions set forth in Article III of the Master Indenture.

(f) The net proceeds of the Series 2025 Bonds upon receipt shall be applied and deposited as follows:

\$ \_\_\_\_\_ shall be deposited into the Series 2025 Project Account; of such amount, on or about October \_\_, 2025, (i) \$ \_\_\_\_\_ shall be delivered to the General Obligation Trustee for deposit to the Repaid Advance Account (as defined in the General Obligation Indenture) of the Debt Service Fund (as defined in the General Obligation Indenture) established pursuant to Section 5.3 of the General Obligation Indenture pursuant

to and in accordance with a letter of direction from the County in the form of Exhibit C hereto; and [(ii) \$\_\_\_\_\_, being the remainder of the net proceeds of the Series 2025 Bonds deposited into the Series 2025 Project Fund, shall be applied to the payment of, or reimbursement to the County for the prior payment for, costs of the Series 2025 Projects and shall be delivered to the County pursuant to and in accordance with a letter of direction from the County in the form of Exhibit D hereto;] and

\$\_\_\_\_\_ (which is net of Underwriters' Discount in the amount of \$\_\_\_\_\_) shall be applied by the Chief Financial Officer to the payment of the costs of issuance of the Series 2025 Bonds, and any such amounts not so applied on the date of issuance of the Series 2025 Bonds shall be deposited by the County in the Series 2025 Costs of Issuance Account and applied pursuant to Section 402 hereof.

*Section 202. Authentication of Series 2025 Bonds.* The Series 2025 Bonds shall be authenticated as set forth in the Master Indenture. The Series 2025 Bonds shall be issued only as one fully registered bond per maturity and deposited with The Depository Trust Company, New York, New York ("DTC"), who is responsible for establishing and maintaining records of ownership for its participants. In the event DTC, any successor of DTC or the County elects to discontinue the book-entry-only system, the Trustee shall deliver bond certificates in accordance with the instructions from DTC or its successor and after such time Series 2025 Bonds may be exchanged for an equal aggregate principal amount of the Series 2025 Bonds in other Authorized Denominations and of the same maturity upon surrender thereof at the corporate trust office of the Trustee.

*Section 203. Conditions to Issuance of Series 2025 Bonds as Additional Bonds.* All conditions precedent to the issuance and purchase of a Series of Additional Bonds set forth in the Master Indenture will be satisfied simultaneously with or prior to the execution, authentication and delivery of the Series 2025 Bonds.

*Section 204. Tax Covenants.* The County shall neither take nor omit to take any action lawful and within its power to take, which action or omission would cause interest on any 2025 Bond to become subject to federal income taxes in addition to federal income taxes to which interest on such 2025 Bond is subject on the date of original issuance thereof.

The County shall not permit any of the proceeds of the 2025 Bonds, or any facilities financed with such proceeds, to be used in any manner that would cause any 2025 Bond to constitute a "private activity bond" within the meaning of Section 141 of the Internal Revenue Code of 1986, as amended (the "Code").

The County shall not permit any of the proceeds of the 2025 Bonds or other moneys to be invested in any manner that would cause any 2025 Bond to constitute an "arbitrage bond" within the meaning of Section 148 of the Code or a "hedge bond" within the meaning of Section 149(g) of the Code.

The County shall comply with the provisions of Section 148(f) of the Code relating to the rebate of certain investment earnings at periodic intervals to the United States of America.



### ARTICLE III REDEMPTION OF BONDS

*Section 301. Optional Redemption of Series 2025 Bonds.* The Series 2025 Bonds maturing on or after November 15, 20\_\_ are subject to redemption at the election or direction of the County prior to maturity from such maturities and in such principal amounts designated by the County, in integral multiples of \$5,000, on any date on or after November 15, 20\_\_, at a Redemption Price equal to one hundred percent (100%) of the aggregate principal amount of the Series 2025 Bonds to be redeemed plus accrued and unpaid interest on the Series 2025 Bonds being redeemed to the date fixed for redemption.

*Section 302. [Mandatory Redemption of Series 2025 Bonds.* The Series 2025 Bonds maturing on November 15, 20\_\_ (the “Term Bonds”) are subject to mandatory redemption, in part and by lot as provided in Section 505(B) of the Master Indenture, from Sinking Fund Installments, on November 15 in each of the years and in the respective principal amounts set forth below, at a redemption price equal to the principal amount thereof to be redeemed plus interest due:

<u>Year</u>	<u>Principal Amount</u>
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The November 15, 20\_\_ Principal Installment of the Term Bonds is \$\_\_\_\_\_.]

*Section 303. Provisions for Redemption of Series 2025 Bonds.* Series 2025 Bonds shall be redeemed in accordance with the provisions and requirements of Article IV of the Master Indenture.

### ARTICLE IV REVENUES AND FUNDS

*Section 401. Establishment of Series 2025 Project Account.* In connection with the issuance of the Series 2025 Bonds, the County hereby establishes a separate, segregated account within the Project Fund to be known as the “Series 2025 Project Account” to be held by the Trustee. Proceeds of the Series 2025 Bonds shall be deposited into the Series 2025 Project Account as provided in Section 503(A) of the Master Indenture and Section 201(f) of this Ninth Supplemental Indenture and shall be invested as provided in Section 503(C) of the Master Indenture. Amounts on deposit in the Series 2025 Project Account shall be applied upon the written direction of an Authorized Officer to pay the costs of the Series 2025 Projects and to pay the costs related to the issuance of the Series 2025 Bonds and the refunding of the General Obligation Bonds in the event amounts on deposit in the Series 2025 Costs of Issuance Account are insufficient therefor. Notwithstanding clause (iii) of the definition of Investment Securities in the Master Indenture, moneys in the Series 2025 Project Account may be invested in money market funds rated in the highest rating category by at least one of the Rating Services then rating the Bonds.

*Section 402. Establishment of Series 2025 Costs of Issuance Account.* In connection with the issuance of the Series 2025 Bonds, the County hereby establishes a separate, segregated account within the Project Fund to be known as the “Series 2025 Costs of Issuance Account” to be held by the Trustee. Proceeds of the Series 2025 Bonds shall be deposited into the Series 2025 Costs of Issuance Account as provided in Section 503(A) of the Master Indenture and Section 201(f) of this Ninth Supplemental Indenture. Amounts on deposit in the Series 2025 Costs of Issuance Account shall be applied upon the written direction of an Authorized Officer to pay the costs related to the issuance of the Series 2025 Bonds.

Moneys in the Series 2025 Costs of Issuance Account may be invested at the direction of an Authorized Officer to the fullest extent practicable in Investment Securities maturing in such amounts and at such times as may be necessary to provide funds when needed to pay the costs related to the issuance of the Series 2025 Bonds. The County may, and to the extent required for payments from the Series 2025 Costs of Issuance Account shall, sell any such Investment Securities at any time, and the proceeds of such sale, and of all payments at maturity and upon redemption of such investments, shall be held in the Series 2025 Costs of Issuance Account. Earnings received on moneys or securities in the Series 2025 Costs of Issuance Account shall be held as a part of such Account and available for the purposes for which moneys in such Account are otherwise held. Upon payment of all costs related to the issuance of the Series 2025 Bonds, the County may direct the Trustee to close the Series 2025 Costs of Issuance Account and to transfer any amounts remaining in such Account to the Interest Sub-Account of the Debt Service Fund for the Series 2025 Bonds. Upon receipt of such direction, the Series 2025 Costs of Issuance Account shall be closed. In the absence of any such direction, on [November 15, 2025], the Trustee shall transfer any amounts remaining in the Series 2025 Costs of Issuance Account to the Interest Sub-Account of the Debt Service Fund for the Series 2025 Bonds, and the Series 2025 Costs of Issuance Account shall be closed.

*Section 403. No Debt Service Reserve Fund.* There is no Debt Service Reserve Fund being created with respect to the Series 2025 Bonds.

## **ARTICLE V MISCELLANEOUS PROVISIONS**

*Section 501. Supplements and Amendments.* The County and the Trustee may supplement or amend this Ninth Supplemental Indenture in the manner set forth in Articles X and XI of the Master Indenture.

*Section 502. Effect of Master Indenture.* To the extent not otherwise expressly provided for in this Ninth Supplemental Indenture, all terms and provisions relating to the Series 2025 Bonds, the application of the proceeds thereof, the collection and application of the Pledged Sales Tax Revenues, and the rights and obligations of the County, the Fiduciaries and the Owners of the Series 2025 Bonds shall be governed by the provisions of the Master Indenture, which provisions are hereby ratified and confirmed.

*Section 503. Parties Interested Herein.* Nothing expressed or implied in this Ninth Supplemental Indenture is intended, nor shall be construed to confer upon, nor to give to, any Person, other than the County, the Fiduciaries and the Owners of the Bonds, any right, remedy or

claim under or by reason of the Indenture or any covenant, condition or stipulation thereof; and all the covenants, stipulations, promises and agreements in the Indenture contained by and on behalf of the County shall be for the sole and exclusive benefit of the County, the Fiduciaries and the Owners of the Bonds.

*Section 504. No Recourse on the Bonds.* No recourse shall be had for the payment of the Principal or Redemption Price of or interest on the Series 2025 Bonds or for any claim based hereon or on the Indenture against any past, present or future member, director, officer, employee or agent of the County, or any successor, public body or any person executing the Series 2025 Bonds, either directly or through the County, under any rule of law or equity, statute or institution or otherwise, and all such liability of any such officers, directors, members, employees or agents as such is hereby expressly waived and released as a condition of an in consideration for the execution of this Ninth Supplemental Indenture and the issuance of the Series 2025 Bonds.

No officer, director, agent or employee of the County shall be individually or personally liable for the payment of the Principal or Redemption Price of or interest on the Series 2025 Bonds; but nothing herein contained shall relieve any such officer, director, agent or employee from the performance of any official duty provided by law.

All covenants, stipulations, obligations and agreements of the County contained in the Indenture shall be deemed to be covenants, stipulations, obligations and agreements of the County to the full extent authorized and permitted by the Constitution and laws of the State, and no covenants, stipulations, obligations or agreements contained herein shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future officer, director, agent or employee of the County in his or her individual capacity, and no officer executing the Series 2025 Bonds shall be liable personally on the Series 2025 Bonds or be subject to any personal liability accountability by reason of the issue thereof. No officer, director, agent or employee of the County shall incur any personal liability in acting or proceeding or in not acting or not proceeding in accordance with the Ordinance or with the terms of the Indenture.

*Section 505. Successors and Assigns.* Whenever in this Ninth Supplemental Indenture the County is named or referred to, the County shall be deemed to include its successors and assigns and all covenants and agreements in the Indenture contained by or on behalf of the County shall bind and inure to the benefit of its successors and assigns whether so expressed or not.

*Section 506. Severability of Invalid Provisions.* If any one or more of the covenants or agreements provided in this Ninth Supplemental Indenture on the part of the County or any Fiduciary to be performed should be contrary to law, then such covenant or covenants or agreement or agreements shall be deemed severable from the remaining covenants and agreements; and shall in no way affect the validity of any other provisions of the Indenture.

*Section 507. Notices.* Any notice, demand, direction, request or other instruments authorized or required by the Indenture to be given to, delivered to or filed with the County or the Trustee shall be deemed to have been sufficiently given, delivered or filed for all purposes of the Indenture if and when sent by registered mail, return receipt requested:

To the County, if addressed to:                      County of Cook, Illinois

Bureau of Finance  
161 N. Clark Street, Suite 1075  
Chicago, Illinois 60601  
Attention: Chief Financial Officer

and at such other address as may be subsequently  
designated in writing by the County to the Trustee;  
and

To the Trustee, if addressed to:      The Bank of New York Mellon Trust Company,  
N.A.  
311 South Wacker Drive, Suite 6200, Mailbox #44  
Chicago, Illinois 60602  
Attention: Corporate Trust

and at such other address as may be subsequently designated in writing by the Trustee to the  
County.

*Section 508. Construction.* This Ninth Supplemental Indenture shall be construed in  
accordance with the provisions of State law without reference to its conflict of law principles.

*Section 509. Headings Not a Part of This Ninth Supplemental Indenture.* 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 510. Multiple Counterparts.* This Ninth Supplemental Indenture may be  
executed in multiple counterparts, each of which shall be regarded for all purposes as an original;  
and such counterparts shall constitute but one and the same instrument.

IN WITNESS WHEREOF, The County Of Cook, Illinois and The Bank of New York Mellon Trust Company, N.A. has caused this Ninth Supplemental Indenture to be executed, all as of the day and year first above written.

THE COUNTY OF COOK, ILLINOIS

By: \_\_\_\_\_  
Chief Financial Officer

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

By: \_\_\_\_\_  
Authorized Signatory

## EXHIBIT A

### FORM OF SERIES 2025 BOND

REGISTERED  
No.

REGISTERED  
\$ \_\_\_\_\_

#### THE COUNTY OF COOK, ILLINOIS SALES TAX REVENUE BONDS, SERIES 2025

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>DATED DATE</u>	<u>CUSIP</u>
5.00%	November 15, ____	October __, 2025	213248__

Registered Owner: Cede & Co.

Principal Amount: \_\_\_\_\_ DOLLARS

THE COUNTY OF COOK, a county and home rule unit of government duly organized and existing under the laws of the State of Illinois (the “*County*”), for value received, hereby promises to pay (but only out of the sources hereinafter provided) to the Registered Owner identified above or registered assigns, upon presentation and surrender thereof, the Principal Amount identified above on the Maturity Date specified above, unless this Series 2025 Bond shall have been previously called for redemption, and payment of the redemption price shall have been duly made or provided for, and to pay (but only out of the sources hereinafter provided) interest on said Principal Amount from its Dated Date. Interest on this Series 2025 Bond (computed on the basis of a three hundred sixty (360)-day year consisting of twelve (12) thirty (30)-day months) is payable on May 15 and November 15 of each year, commencing \_\_\_\_\_, until the payment in full of such Principal Amount, except as provisions hereinafter set forth with respect to redemption prior to maturity may become applicable hereto.

Principal of and premium, if any, on this Series 2025 Bond are payable in lawful money of the United States of America at a corporate trust office of The Bank of New York Mellon Trust Company, N.A., Chicago, Illinois, or its successor in trust (the “*Trustee*”) and Paying Agent and payment of the interest hereon shall be made to the person in whose name this Series 2025 Bond is registered at the close of business on the [first] day next preceding each interest payment date (the “*Record Date*”) by check or bank draft mailed or delivered by the Trustee to such Registered Owner at such Registered Owner’s address as it appears on the registration books of the County maintained by The Bank of New York Mellon Trust Company, N.A., Chicago, Illinois, as Registrar (the “*Registrar*”) or, at the option of any Registered Owner of \$1,000,000 or more in aggregate principal amount of Series 2025 Bonds, by wire transfer of immediately available funds to such bank in the continental United States as said Registered Owner shall request in writing to the Registrar.

This Series 2025 Bond is one of the County’s duly authorized Sales Tax Revenue Bonds, Series 2025 (the “*Series 2025 Bonds*”), issued in an aggregate principal amount of \$ \_\_\_\_\_ pursuant to, under authority of and in full compliance with the Constitution and laws of the State of Illinois particularly Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois and

a Trust Indenture, dated as of August 1, 2012 (the “*Master Indenture*”), between the County and the Trustee, as supplemented, including by a Ninth Supplemental Trust Indenture, dated as of October 1, 2025 (the “*Ninth Supplemental Indenture*” and, together with the Master Indenture, the “*Indenture*”), by and between the County and the Trustee, to provide for the refunding of all or a portion of the County’s General Obligation Bonds, Series 2014D and General Obligation Bonds, Series 2018 (the “*General Obligation Bonds*”), to pay costs incurred in connection with the Series 2025 Projects (as defined in the Indenture) and to pay costs of issuance of the Series 2025 Bonds and the refunding of the General Obligation Bonds. As provided in the Indenture, the principal or redemption price of and interest on the Series 2025 Bonds are payable solely from and secured by a pledge of and lien on the Pledged Sales Tax Revenues collected by the County as defined and described in the Indenture (the “*Pledged Sales Tax Revenues*”) and amounts on deposit in certain Funds and Accounts established pursuant to the Indenture. The Indenture provides that Additional Bonds and Refunding Bonds may be issued from time to time in the future on a parity with this Series 2025 Bond to share ratably and equally in the Pledged Sales Tax Revenues upon compliance with certain requirements contained in the Indenture (such Series 2025 Bonds, Additional Bonds and Refunding Bonds from time to time outstanding are referred to collectively as the “*Bonds*”).

An executed copy of the Indenture is on file at a corporate trust office of the Trustee and reference is hereby made to the Indenture for a description of the provisions, among others, with respect to the nature and extent of the security for the Bonds, the rights, duties and obligations of the County, the Trustee and the Owners of the Bonds and the terms upon which the Bonds may be issued and secured.

This Series 2025 Bond is transferable, as provided in the Indenture, only upon the registration books of the County maintained by the Registrar by the Registered Owner hereof in person, or by its duly authorized attorney, upon surrender hereof with a written instrument of transfer satisfactory to the Registrar duly executed by the Registered Owner or its duly authorized attorney, and thereupon, a new registered Series 2025 Bond or Series 2025 Bonds, in the same aggregate principal amount and maturity, shall be issued to the transferee. The County, the Trustee, the Registrar and any Paying Agent may deem and treat the person in whose name this Series 2025 Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or an account of, the principal or redemption price hereof and interest due hereon and for all other purposes.

The Series 2025 Bonds are issuable in the form of fully registered bonds in the denomination of \$5,000 or any integral multiple thereof. Subject to the conditions and upon the payment of the charges provided in the Indenture, Series 2025 Bonds may be surrendered (accompanied by a written instrument of transfer satisfactory to the Registrar duly executed by the Registered Owner or its duly authorized attorney) in exchange for an equal aggregate principal amount of Series 2025 Bonds of the same maturity of any other authorized denominations.

The Registrar shall not be required to make any registration, transfer or exchange of any Series 2025 Bond during the period between each Record Date and the next succeeding interest payment date of such Series 2025 Bond, or after such Series 2025 Bond has been called for redemption or, in the case of any proposed redemption of Series 2025 Bonds, during the fifteen (15) days next preceding the date of first giving of notice of such redemption.

[The Series 2025 Bonds maturing on November 15, 20\_\_ (the “*Term Bonds*”) are subject to mandatory redemption, in part and by lot as provided in Section 505(B) of the Master Indenture, from Sinking Fund Installments, on November 15, in each of the years and in the respective principal amounts set forth below, at a redemption price equal to the principal amount thereof to be redeemed plus interest due:

<u>Year</u>	<u>Principal Amount</u>
20__	
20__	

The November 15, 20\_\_ Principal installment of the Term Bonds is \$\_\_\_\_\_.]

The Series 2025 Bonds maturing on or after November 15, 20\_\_ are subject to redemption at the election or direction of the County prior to maturity from such maturities and in such principal amounts designated by the County, in integral multiples of \$5,000, on any date on or after November 15, 20\_\_, at a Redemption Price equal to one hundred percent (100%) of the aggregate principal amount of the Series 2025 Bonds to be redeemed plus accrued and unpaid interest on the Series 2025 Bonds being redeemed to the date fixed for redemption.

If less than all of the Series 2025 Bonds of like maturity shall be called for redemption, the particular Series 2025 Bonds or portions thereof to be redeemed shall be selected at random by the Trustee not more than sixty (60) days prior to the date fixed for redemption in such manner as the Trustee in its discretion may deem fair and appropriate; *provided, however*, that the portion of any Series 2025 Bond of a denomination of more than \$5,000 to be redeemed shall be in the principal amount of \$5,000 or an integral multiple thereof and that, in selecting portions of such Series 2025 Bonds for redemption, the Trustee shall treat each such Series 2025 Bond as representing that number of Series 2025 Bonds of \$5,000 denomination which is obtained by dividing the principal amount of such Series 2025 Bond to be redeemed in part by \$5,000. Notice of the redemption of Series 2025 Bonds shall be given by the Trustee by first-class mail, postage prepaid, not less than thirty (30) days before the date fixed for redemption, to the Registered Owners of the Series 2025 Bonds to be redeemed at their addresses shown on the registration books of the County maintained by the Registrar. With respect to a redemption of any Series 2025 Bonds, unless moneys sufficient to pay the principal of and redemption premium, if any, and interest on the Series 2025 Bonds to be redeemed shall have been received by the Trustee prior to the giving of such notice of redemption, such notice shall state that said redemption shall be conditional upon the receipt of such moneys by the Trustee on or prior to the date fixed for redemption. If such moneys are not received, such notice shall be of no force and effect, the County shall not redeem such Series 2025 Bonds and the Trustee shall give notice, in the same manner in which the notice of redemption was given, that such moneys were not so received, and that such Series 2025 Bonds will not be redeemed. If, on the date fixed for redemption, moneys for the redemption of all Series 2025 Bonds or portions thereof to be redeemed, together with interest to such date, shall be held by the Trustee so as to be available therefor on said date and, if notice of redemption shall have been given as aforesaid, then, from after the date fixed for redemption, interest on the Series 2025 Bonds or portions thereof so called for redemption shall cease to accrue and become payable.



The Indenture provides that if the County shall pay the principal or redemption price, if applicable, and interest due or to become due on all Bonds, at the times and in the manner stipulated therein and in the Indenture, then the pledge and lien created by the Indenture for all Bonds shall be discharged and satisfied. If the County shall pay the principal or redemption price, if applicable, and interest due and to become due on all Bonds of a particular series, maturity within a series or portions of a maturity within a series at the times and in the manner stipulated therein and in the Indenture, then the pledge and lien created by the Indenture for such Bonds shall thereupon be discharged and satisfied. Bonds or interest installments for the payment or redemption of which moneys shall have been set aside and held in trust at or prior to their maturity or redemption date shall be deemed to have been paid if, among other things, the County shall have delivered to the Trustee either moneys in an amount which shall be sufficient or Defeasance Obligations (as defined in the Indenture), the principal of and interest on which when due will provide moneys which, together with the moneys, if any, deposited with the Trustee at the same time, shall be sufficient to pay when due the principal or, if applicable, redemption price of and interest due and to become due on said Bonds on and prior to each specified redemption date or maturity date thereof, as the case may be. Defeasance Obligations and moneys so deposited with the Trustee shall be held in trust for the payment of the principal or, if applicable, redemption price of and interest on said Bonds.

The Bonds do not represent or constitute a debt of the County or of the State of Illinois within the meaning of any constitutional or statutory limitation or a pledge of faith and credit of the County of the State of Illinois or the grant to the Registered Owners thereof of any right to have the County or the General Assembly of the State of Illinois levy any taxes or appropriate any funds for the payment of the principal of, premium, if any, or interest on the Bonds. The Registered Owner hereof shall, however, have the right to enforce the covenants of the County contained in the Indenture regarding the imposition of the Home Rule Sales Taxes and collection of the Pledged Sales Tax Revenues. The Bonds are payable solely from the Pledged Sales Tax Revenues and amounts on deposit in certain Funds and Accounts established pursuant to the Indenture. No recourse shall be had for the payment of the principal or redemption price of or interest on the Bonds or for any claim based thereon or on the Indenture against any past, present or future member, officer, employee or agent of the County, or any successor, public body or person executing the Bonds, either directly or through the County, under any rule of law or equity, statute or constitution or otherwise, and all such liability of any such officers, directors, members, employees or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of the Indenture and the issuance of the Bonds.

The Registered Owner of this Series 2025 Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Indenture, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Indenture.

Modifications or alterations of the Indenture or of any supplements thereto may be made only to the extent and in the circumstances permitted by the Indenture.

It is hereby certified, recited and declared that all acts and conditions required to be performed precedent to and in the execution and delivery of the Indenture and the issuance of this Series 2025 Bond have been performed in due time, form and manner as required by law; and that

the issuance of this Series 2025 Bond and the series of which it is a part does not exceed or violate any constitutional or statutory limitation.

This Series 2025 Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Indenture until the Certificate of Authentication hereon shall have been duly executed by the Trustee.

IN WITNESS WHEREOF, The County Of Cook, Illinois has caused this Series 2025 Bond to be signed in its name and on its behalf by the manual or duly authorized facsimile signature of its President of the Board of Commissioners and its Chief Financial Officer and its corporate seal (or a facsimile thereof) to be hereunto impressed, imprinted, engraved or otherwise reproduced hereon and attested by the manual or duly authorized facsimile signature of its County Clerk, all as of the Dated Date identified above.

THE COUNTY OF COOK, ILLINOIS

By: \_\_\_\_\_  
Its: President, Board of Commissioners

By: \_\_\_\_\_  
Its: Chief Financial Officer

(SEAL)

ATTEST:

By: \_\_\_\_\_  
Its: County Clerk

Certificate of Authentication for Series 2025 Bonds

**TRUSTEE'S CERTIFICATE OF AUTHENTICATION**

This Bond is one of the Series 2025 Bonds described in the within-mentioned Indenture.

Date of Authentication and Delivery:  
October \_\_, 2025

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

By: \_\_\_\_\_  
Authorized Signatory

## ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of this certificate, shall be construed as though they were written out in full according to applicable laws or regulations.

UNIF GIFT MIN ACT - \_\_\_\_\_ Custodian \_\_\_\_\_  
(Cust) (Minor)

under Uniform Gifts to Minors Act: \_\_\_\_\_  
(State)

TEN COM — as tenant in common

TEN ENT — as tenants by the entireties

JT TEN — as joint tenants with right of survivorship and not as tenants in common

Additional abbreviations may also be used though not in the above list.

**ASSIGNMENT**

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto \_\_\_\_\_

\_\_\_\_\_  
(Name and Address of Assignee)

\_\_\_\_\_  
(Please insert Social Security or other identifying number of Assignee)

the within Series 2025 Bond and does hereby irrevocably constitute and appoint \_\_\_\_\_

\_\_\_\_\_  
Attorney to transfer the said Series 2025 Bond on the books kept for registration thereof with full power of substitution in the premises.

Date: \_\_\_\_\_

Signature Guaranteed:

\_\_\_\_\_  
NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Series 2025 Bond in every particular, without alteration or enlargement or any change whatsoever.

NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

**EXHIBIT B**  
**DESCRIPTION OF SERIES 2025 PROJECTS**

# FORM LETTER OF DIRECTION RE GENERAL OBLIGATION TRUSTEE TRANSFER

The Bank of New York Mellon Trust Company, N.A.  
311 South Wacker Drive, Suite 6200  
Chicago, Illinois 60602

Dear \_\_\_\_\_ :

The Bank of New York Mellon Trust Company, N.A., as trustee (the “*Trustee*”) under that certain Master Trust Indenture, dated as of August 1, 2012, by and between the County Of Cook, Illinois (the “*County*”) and the Trustee, as amended and supplemented and as further amended and supplemented by that certain Ninth Supplemental Trust Indenture dated as of October 1, 2025 (the “*Ninth Supplemental Indenture*”), by and between the County and the Trustee and providing for the issuance of the Bonds, is hereby directed, pursuant to and in accordance with Section 201(f) of the Ninth Supplemental Indenture, to forthwith transfer \$\_\_\_\_\_ of the net proceeds of the Bonds deposited into the Series 2025 Project Account on the date hereof to the following account:

Amalgamated Bank of Chicago  
[ABA Number]  
[Account No.]  
Re: Deposit to Rapid Advance Account of the Debt Service Fund

Cordially,

THE COUNTY OF COOK, ILLINOIS

By \_\_\_\_\_  
Chief Financial Officer



