

NOT A NEW ISSUE

SUPPLEMENT DATED JULY 15, 2011 TO

**OFFICIAL STATEMENT DATED JUNE 10, 2005
(as amended by a Supplement dated July 15, 2010)
relating to**

**MASSACHUSETTS HEALTH AND EDUCATIONAL FACILITIES AUTHORITY
Revenue Bonds
Partners HealthCare System Issue
Series F**

This Supplement (the "Supplement") to the Official Statement dated June 10, 2005 (the "Official Statement") relating to the Massachusetts Health and Educational Facilities Authority Revenue Bonds, Partners HealthCare System Issue, Series F (2005) (the "Series F Bonds"), should be read in conjunction with the Official Statement and with the July 15, 2010 Supplement to the Official Statement (the "2010 Supplement"). Except as expressly set forth herein, this Supplement does not update, modify or replace the information contained in the Official Statement or the 2010 Supplement, which contain information only as of their respective dates. All capitalized terms not otherwise defined in this Supplement shall have the meanings given them in the Official Statement or the 2010 Supplement, as applicable.

The Series F Bonds consisted of five sub-series designated "F-1" through "F-5." Partners HealthCare System, Inc. ("Partners") is replacing the Initial Liquidity Facility Agreement between Partners and Citibank, N.A. (the "Series F-3 Initial Liquidity Facility Agreement") which supports the Series F-3 Variable Rate Demand Revenue Bonds currently outstanding in the principal amount of \$96,600,000 (the "Series F-3 Bonds"). The Series F-3 Initial Liquidity Facility Agreement was a standby bond purchase agreement. Partners intends to replace the Series F-3 Initial Liquidity Facility Agreement with an irrevocable direct pay letter of credit (the "Letter of Credit") securing payment of the principal and Purchase Price of, and interest at a rate not to exceed ten percent (10%) per annum on the outstanding Series F-3 Bonds for forty-four (44) days on, the Series F-3 Bonds issued by



("TD Bank") pursuant to a Letter of Credit and Reimbursement Agreement between Partners and TD Bank (the "Series F-3 Alternate Credit Enhancement Agreement"). The Series F-3 Alternate Credit Enhancement Agreement will expire on July 20, 2016, unless renewed, and may be replaced by an Alternative Liquidity Facility as described in the Official Statement under "Liquidity – Alternate Liquidity Arrangements." Information regarding the Series F-3 Alternate Credit Enhancement Agreement and TD Bank is included in this Supplement. The Series F-3 Alternate Credit Enhancement Agreement secures payment on the Series F-3 Bonds only while such Bonds bear interest in the Weekly Mode or the Daily Mode.

In connection with the replacement of the Initial Liquidity Facility Agreement, certain amendments are being made to the Loan and Trust Agreement dated as of May 23, 2005 among the Massachusetts Health and Educational Facilities Authority, predecessor to the Massachusetts Development Finance Agency (the "Agency"), Partners and Wells Fargo Bank, National Association, as predecessor to U.S. Bank National Association, as trustee (as amended the "Loan and Trust Agreement") pursuant to a First Amendment to Loan and Trust Agreement dated as of July 1, 2011.

Upon the delivery of the TD Bank Letter of Credit, Moody's is expected to assign a short-term bond rating of "VMIG-1" and a long-term bond rating of "Aa1", S&P is expected to assign a short-term bond rating of "A1+" and a long-term bond rating of "AA-" and Fitch is expected to assign a short-term bond rating of "F1+" and a long-term bond rating of "AA" to the Series F-3 Bonds. As described in the Official Statement under "Ratings," the ratings borne by the Series F-3 Bonds reflect only the views of Moody's, S&P and Fitch, respectively, and no assurance can be given that such ratings will remain in effect for any given period of time or that they may not be reduced or withdrawn by the rating agencies, or any of them, if in the judgment of such rating agencies circumstances so warrant. Any downward change in or withdrawal of such ratings, or any of them, could adversely affect the market price of the Series F-3 Bonds.

Bond Counsel to the Authority will render an opinion based on certain assumptions set forth therein to the effect that the Series F-3 Alternate Credit Enhancement Agreement is permitted under the Act and the Agreement and does not impair the exclusion of interest on the Series F-3 Bonds from gross income for purposes of Federal income taxation or the exemption of interest on the Series F-3 Bonds from personal income taxation under the laws of the Commonwealth, and the First Amendment is permitted under the Agreement and does not adversely affect the exclusion of interest on the Series F-3 Bonds from the gross income of the owners of the Series F-3 Bonds for federal income tax purposes.

THE SERIES F-3 BONDS SHALL NOT BE DEEMED TO CONSTITUTE A DEBT OR LIABILITY OF THE COMMONWEALTH OF MASSACHUSETTS OR ANY POLITICAL SUBDIVISION THEREOF, OR A PLEDGE OF THE FAITH AND CREDIT OF THE COMMONWEALTH OF MASSACHUSETTS OR ANY SUCH POLITICAL SUBDIVISION THEREOF, BUT SHALL BE PAYABLE SOLELY FROM THE REVENUES PROVIDED UNDER THE LOAN AND TRUST AGREEMENT. NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE COMMONWEALTH OF MASSACHUSETTS OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OR PURCHASE PRICE OF OR INTEREST ON THE SERIES F-3 BONDS. THE ACT DOES NOT IN ANY WAY CREATE A SO-CALLED MORAL OBLIGATION OF THE COMMONWEALTH OF MASSACHUSETTS TO PAY DEBT SERVICE IN THE EVENT OF DEFAULT BY PARTNERS OR THE GENERAL. THE AUTHORITY DOES NOT HAVE ANY TAXING POWER.



Remarketing Agent for Series F-3 Bonds

The delivery of the Series F-3 Alternate Credit Enhancement Agreement is subject to the delivery of the opinion of Edwards Angell Palmer & Dodge LLP, Boston, Massachusetts, Bond Counsel to the Agency. Certain legal matters will be passed upon for Partners by its counsel, Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C., Boston, Massachusetts. Certain legal matters will be passed upon for TD Bank by Hinckley Allen & Snyder LLP. The anticipated effective date of the Series F-3 Alternate Credit Enhancement Agreement is July 21, 2011.

Date: July 15, 2011

Supplement dated July 15, 2011
to
Official Statement dated June 10, 2005
as amended by a Supplement dated July 15, 2010
relating to the

Massachusetts Health and Educational Facilities Authority Revenue Bonds
Partners HealthCare System Issue
\$407,525,000 Series F (2005)

This Supplement (the “Supplement”) to the Official Statement dated June 10, 2005 (the “Official Statement”) relating to the Massachusetts Health and Educational Facilities Authority Revenue Bonds, Partners HealthCare System Issue, Series F (2005) (the “Series F Bonds”), should be read in conjunction with the Official Statement and with the July 15, 2010 Supplement to the Official Statement (the “2010 Supplement”). Except as expressly set forth herein, this Supplement does not update, modify or replace the information contained in the Official Statement or the 2010 Supplement, which contain information only as of their respective dates. All capitalized terms not otherwise defined in this Supplement shall have the meanings given them in the Official Statement or the 2010 Supplement, as applicable.

In connection with the issuance of the Series F Bonds in 2005, Partners HealthCare System, Inc. (“Partners”) covenanted to provide certain financial information and operating data and to provide notices of the occurrence of certain enumerated events, if material. That information is filed with the Municipal Securities Rulemaking Boards’ Electronic Municipal Market Access site and can be accessed at www.emma.msrb.org.

The Series F Bonds consisted of five sub-series designated “F-1” through “F-5.” Partners is replacing the Initial Liquidity Facility Agreement which supports the \$105,000,000 in original principal amount of Series F-3 Variable Rate Demand Revenue Bonds (the “Series F-3 Initial Liquidity Facility Agreement”). The Series F-3 Initial Liquidity Facility Agreement was a standby bond purchase agreement that was provided by Citibank, N.A. The replacement credit facility (the “Series F-3 Alternate Credit Enhancement Agreement”) is a direct pay letter of credit provided pursuant to a letter of credit and reimbursement agreement by and between Partners and TD Bank, National Association (“TD Bank”).

The Official Statement and the 2010 Supplement describe the Series F-3 Initial Liquidity Facility Agreement. The purpose of this Supplement is to replace all information in the Official Statement and the 2010 Supplement describing the Series F-3 Initial Liquidity Facility Agreement with information describing the Series F-3 Alternate Credit Enhancement Agreement. **The effective date of the Series F-3 Alternate Credit Enhancement Agreement will be July 21, 2011 and the Series F-3 Initial Liquidity Facility Agreement will be terminated on that date. From and after July 21, 2011, the Series F-3 Alternate Credit Enhancement Agreement will be the only Credit Enhancement or Liquidity Facility supporting the Series F-3 Bonds.**

In connection with the replacement of the Series F-3 Initial Liquidity Facility Agreement, the Official Statement and the Series 2010 Supplement are hereby supplemented as follows:

1. All references in the Official Statement and the 2010 Supplement to Citibank, N.A. as the provider of the Series F-3 Initial Liquidity Facility Agreement are hereby replaced with references to TD Bank, National Association as the provider of the Series F-3 Alternate Credit Enhancement Agreement.
2. The original Remarketing Agent for the Series F-3 Bonds was Bear, Stearns & Co., Inc. (“Bear Stearns”). Bear Stearns was replaced as Remarketing Agent by J. P. Morgan Securities LLC in 2008. In connection with the Series F-3 Alternate Credit Enhancement Facility, TD Securities (USA) LLC will be the new Remarketing Agent for the Series F-3 Bonds. Accordingly, all references in the Official Statement to the Remarketing Agent for the Series F-3 Bonds shall be deemed to refer to TD Securities (USA) LLC.
3. All references in the Official Statement and the 2010 Supplement to the Series F-3 Initial Liquidity Facility and to Citibank, N.A., including but not limited to the following, are no longer effective and are hereby deleted: (a) all references on the cover and inside cover pages or contained in the following sections of the Official Statement – “LIQUIDITY – The Initial Liquidity Facility Agreements,” “LIQUIDITY – The Initial Liquidity Facility Agreements – Events of Default,” “LIQUIDITY – The Initial Liquidity Facility Agreements – Consequences of Events of Default,” “THE INITIAL LIQUIDITY FACILITY PROVIDERS – Citibank, N.A” and (b) all references contained in the following sections of the 2010 Supplement – “LIQUIDITY – Initial Liquidity Facility Agreements – Events of Default – Series F-3 Initial Liquidity Facility Agreement,” “LIQUIDITY – The Initial Liquidity Facility Agreements – Consequences of Events of Default (1)(A) Series F-3 Bonds,” “LIQUIDITY – The Initial Liquidity Facility Agreements – Consequences of Events of Default (2)(A) Series F-3 Bonds.”
4. All of the foregoing references, and any other references in the Official Statement and the 2010 Supplement to the Initial Series F-3 Liquidity Facility and Citibank, N.A. are hereby replaced in their entirety with the following information:

“THE SERIES F-3 ALTERNATE CREDIT ENHANCEMENT AGREEMENT

The following summarizes certain provisions of the Series F-3 Alternate Credit Enhancement (the “Letter of Credit”) and the Letter of Credit and Reimbursement Agreement dated as of July 21, 2011 (the “Reimbursement Agreement”) between Partners (the “Borrower”)

and TD Bank, to which documents reference is made for the complete provisions thereof. Terms used herein, unless otherwise defined herein, shall have the definitions assigned to them in the Reimbursement Agreement. The Reimbursement Agreement may have covenants and requirements more stringent than the Loan and Trust Agreement. Such covenants can be waived at the sole discretion of TD Bank. See “The Series F-3 Alternate Credit Enhancement Provider” below for a brief description of TD Bank.

The Reimbursement Agreement provides for the issuance by TD Bank of the Letter of Credit, which is an irrevocable obligation of TD Bank to pay to the Trustee up to the total of the following amounts (the “Stated Amount”), upon the terms and conditions set forth in the Letter of Credit: (i) the outstanding principal amount of the Series F-3 Bonds (A) to enable the Trustee to pay the principal amount of the Series F-3 Bonds when due at maturity, upon redemption or acceleration and (B) to enable the Trustee to pay the portion of the purchase price of such Bonds tendered to it equal to the principal amount of such tendered Bonds, plus (ii) an amount for accrued interest at a rate not to exceed ten percent (10%) per annum on the outstanding Series F-3 Bonds for forty-four (44) days (A) to enable the Trustee to pay the interest on such Bonds when due and (B) to enable the Trustee to pay the portion, if any, of the purchase price of such Series F-3 Bonds tendered to it equal to the accrued interest on such Bonds. **The Letter of Credit secures payment on the Series F-3 Bonds only while such Bonds bear interest in the Weekly Mode or the Daily Mode.**

The Stated Amount of the Letter of Credit and the amounts available to be drawn to pay principal of the Series F-3 Bonds or to pay the principal portion of the purchase price for any such Bonds will be reduced automatically without notice by amounts drawn under the Letter of Credit for the payment of principal when due on such Bonds or to pay the principal portion of the purchase price of any such Bonds. The Stated Amount will be reinstated with respect to a draw for the principal portion of the purchase price of the Series F-3 Bonds upon the receipt by TD Bank of remarketing proceeds with respect to such Bonds.

The Stated Amount and the amounts available to be drawn for the payment of interest will be reduced automatically, without notice, by the amount of any draw on the Letter of Credit for the payment of interest. Such amount with respect to interest will be reinstated automatically in an amount sufficient to provide total interest coverage equal to forty-four (44) days’ interest at a rate of ten percent (10%) per annum on the then outstanding principal amount of the Series F-3 Bonds, at the opening of business on the sixth (6th) calendar day from the date such drawing is honored by TD Bank unless the Trustee shall have received written notice by telecopy or tested telex (or other electronic telecommunication) by 5:00 P.M., Boston, Massachusetts time on the fifth (5th) calendar day after the date such drawing is honored by TD Bank that TD Bank has not been reimbursed in full for any such drawing or any other Event of Default has occurred and as a consequence thereof the Letter of Credit will not be so reinstated and TD Bank is therefore directing the Trustee to cause a mandatory tender of the Series F-3 Bonds pursuant to the Reimbursement Agreement.

The Letter of Credit will expire on July 20, 2016 unless earlier terminated as provided therein or extended at the sole option of TD Bank.

Events of Default

The occurrence of any of the following events constitutes an “Event of Default” under the Reimbursement Agreement:

(i) any representation or warranty made by the Borrower in the Reimbursement Agreement, the Bond Documents, the other Reimbursement Documents or in any certificate or information delivered in connection therewith shall prove to have been materially false or misleading either on the date of the Reimbursement Agreement, on the date of any drawing under a Letter of Credit, or on the date when made (or deemed made);

(ii) an “event of default” shall have occurred and be continuing under any of the Bond Documents or any of the Reimbursement Documents without, in any case, regard to any waiver by any Person other than the Bank, including, without limitation, a failure to pay any principal, interest or other amount due with respect to any Bonds or any Parity Debt;

(iii) default in the payment of (A) any amounts payable under certain sections of the Reimbursement Agreement or the Letter Agreement, in each case, when and as due, or (B) other amounts required to be paid or reimbursed under the Reimbursement Agreement to the Bank when and as the same shall become due and payable, and continuance of such default for five (5) days after the same becomes due;

(iv) default in the due observance or performance of certain affirmative and negative covenants contained in the Reimbursement Agreement (provided that with respect to any covenant incorporated by reference from any other Bond Document, the foregoing shall be subject to any applicable notice and cure provisions contained therein);

(v) default in the due observance or performance of any other term, covenant or agreement set forth in the Reimbursement Agreement (other than as described in clause (iii) or (iv) above) and such default has not been remedied within twenty (20) days after written notice thereof to the Borrower by the Bank;

(vi) the Borrower or any Guarantor shall (A) have an order for relief entered with respect to it under the federal bankruptcy laws as now or hereafter in effect, (B) make an assignment for the benefit of creditors, (C) apply for, seek, consent to, or acquiesce in, the appointment of a receiver, custodian, trustee, examiner, liquidator or similar official for it or any Substantial Portion of its Property, (D) institute any proceeding seeking an order for relief under the federal bankruptcy laws as now or hereafter in effect or seeking to adjudicate it a bankrupt or insolvent, or seeking dissolution, winding up, liquidation, reorganization, arrangement, adjustment or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors or fail to file an answer or other pleading denying the material allegations of any such proceeding filed against it, (E) have a final and non-appealable debt moratorium, debt adjustment, debt restructuring or comparable extraordinary restriction with respect to the payment of principal or interest on the Indebtedness of the Borrower or any Guarantor declared or imposed pursuant to a finding or ruling by any Governmental Authority of competent jurisdiction over such Borrower or Guarantor, (F) be subject to the issuance, under the laws of any state or under the laws of the United States of America, of an order of rehabilitation,

liquidation or dissolution of the Borrower or any Guarantor, (G) take any corporate action to authorize or effect any of the foregoing actions set forth in this clause (vi), or (H) fail to contest in good faith any appointment or proceeding described in clause (vii) below;

(vii) without the application, approval or consent of the Borrower or any Guarantor, a receiver, trustee, examiner, liquidator or similar official shall be appointed for the Borrower or any Guarantor or for all or any Substantial Portion of the Borrower's or such Guarantor's Property, or a proceeding described in clause (vi) above shall be instituted against the Borrower or any Guarantor and such appointment continues undischarged or such proceeding continues undismissed or unstayed for a period of sixty (60) consecutive days;

(viii) (A) (i) any material provision of the Reimbursement Agreement, the Trust Agreement or the Bond Guarantees or (ii) any material (in the opinion of the Bank) provision of any of the other Bond Documents or Reimbursement Documents to which the Borrower or any of the Guarantors is a party, in any case, at any time for any reason ceases to be the legal, valid and binding obligation of the Borrower or any Guarantor or ceases to be in full force and effect, or, in any case, is declared to be null and void, or, in any case, the validity or enforceability thereof is contested by the Borrower or any Guarantor, or, in any case, the Borrower or any Guarantor renounces the same, or (B) the Borrower denies that it has any further liability under the Reimbursement Agreement, the Trust Agreement or any of the other Bond Documents or Reimbursement Documents to which the Borrower is a party, or (C) any Guarantor denies that it has any further liability under any Guaranty into which it has entered;

(ix) an event of default has occurred and is continuing (which is not cured within any applicable cure period and which, if not cured, would give rise to remedies available thereunder) as defined in any other credit agreement under which the Borrower or any other Guarantor is now or hereafter obligated to the Bank;

(x) failure of the Borrower or any Guarantor to pay any Indebtedness when due after giving effect to any grace period or cure period provided in the agreement governing such Indebtedness, which Indebtedness exceeds the aggregate amount of \$20,000,000 ("Other Indebtedness"); or the default by the Borrower or any Guarantor in the performance of any term, provision or condition contained in any agreement under which any such Other Indebtedness was created or is governed, or any other event shall occur or condition exist, the effect of which is to cause, or to permit the holder or holders of such Other Indebtedness to cause, such Other Indebtedness to become due prior to its stated maturity; or any Other Indebtedness of the Borrower or any Guarantor shall be declared to be due and payable or required to be prepaid (other than by a regularly scheduled payment) prior to the stated maturity thereof; or the Borrower or any Guarantor shall not pay, or admit in writing its inability to pay, its debts generally as they become due;

(xi) there shall occur a Reportable Event, violation of law or excise tax or penalty with respect to a Plan, the Borrower or any other members of a Controlled Group shall have withdrawn from a Plan or initiated steps to do so, steps shall have been taken to terminate any Plan (other than a standard termination under Section 4041 of ERISA), or a Plan shall have Unfunded Liabilities, any of which individually or in the aggregate results in or might reasonably be expected to result in a Material Adverse Effect;

(xii) the Borrower or any Guarantor shall fail within 30 days to pay, bond or otherwise discharge any judgment or order for the payment of money in excess of \$20,000,000, which is not stayed on appeal or otherwise being appropriately contested in good faith;

(xiii) any pledge or security interest created by the Trust Agreement or Custody Agreement to secure any amount due under any Bonds, any Parity Debt or the Reimbursement Agreement shall fail to be fully enforceable with the priority required under the Master Indenture, the Trust Agreement or the Custody Agreement, as the case may be, by reason of a judgment of a court of competent jurisdiction;

(xiv) a ruling, assessment, notice of deficiency or technical advice by the Internal Revenue Service shall be rendered to the effect that interest on the Bonds is includable in the gross income of the holder(s) or owner(s) of such Bonds and either (i) the Borrower, after it has been notified by the Internal Revenue Service, shall not challenge such ruling, assessment, notice or advice in a court of law during the period within which such challenge is permitted or (ii) the Borrower shall challenge such ruling, assessment, notice or advice and a court of law shall make a determination, not subject to appeal or review by another court of law, that such ruling, assessment, notice or advice is correctly rendered; or

(xv) (A) any of Moody's, S&P or Fitch shall downgrade their respective ratings of the Borrower's long-term unenhanced Indebtedness or any Parity Debt to or below "Baa3," "BBB-" or "BBB-" respectively or (B) any of Moody's, S&P or Fitch shall suspend or withdraw their respective ratings of the Borrower's long-term unenhanced Indebtedness, the Bonds or any Parity Debt for credit-related reasons.

In the event that any Event of Default is based on the occurrence of a Material Adverse Effect, the Bank, before declaring such event to be an Event of Default, shall consider the then-current overall aggregate financial and operational position of the Borrower and all Guarantors.

Consequences of Events of Default

Upon the occurrence and during the continuance of any Event of Default TD Bank may:

(i) by written notice to the Borrower, require that the Borrower immediately prepay to the Bank an amount equal to the Available Amount plus all other amounts due and payable to the Bank and the Bank Participants under the Reimbursement Agreement and under the Letter of Credit (the "L/C Obligations"); provided that, if an Event of Default described in clauses (vi) or (vii) above has occurred, the Borrower shall immediately prepay to the Bank an amount equal to the Available Amount plus all other amounts due and payable to the Bank and the Bank Participants hereunder and under the L/C Obligations, without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived by the Borrower;

(ii) give written notice to the Trustee in the form set forth in Exhibit K to the Letter of Credit, specifying that an Event of Default under the Reimbursement Agreement has occurred and is continuing, and directing the Trustee to immediately cause a mandatory tender of the Bonds;

(iii) by notice to the Borrower declare the principal and interest of all L/C Obligations owing under the Reimbursement Agreement immediately due and payable without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Borrower; provided that, if an Event of Default relating to certain insolvency related events has occurred, the outstanding amount of the L/C Obligations will be automatically accelerated on the date of the occurrence of such Event of Default without presentment, demand, protest, notice of intention to accelerate, notice of acceleration or other notice of any kind to the Borrower or any other Person, all of which are hereby expressly waived;

(iv) direct the Trustee to exercise its rights under the Trust Agreement; and

(v) pursue any other action, remedy or right available at law or in equity or provided by any of the Bond Documents or the Reimbursement Documents.

provided, however, that the failure of the Bank to give notice of the exercise of any such right or remedy shall not affect the validity or enforceability thereof. The Borrower agrees to pay to the Bank all expenses incurred or paid by the Bank, including reasonable attorneys' fees and court costs, in connection with any default by the Borrower under the Reimbursement Agreement or in connection with the enforcement of any of the terms thereof.

Upon the occurrence of an Event of Default under the Reimbursement Agreement, and the Bank's election of remedy (ii) above, the Borrower will cooperate with the Bank to cause the Trustee to (i) cause a mandatory tender of the Bonds as provided in the Trust Agreement, (ii) draw on the Letter of Credit in an amount sufficient to pay the purchase price of the Bonds and (iii) transfer the Bonds into such Depository Trust Company account as the Bank may specify or register the Bonds in such name as the Bank may specify. If the Bank elects remedy (ii) above, and does not at such time elect to exercise remedy (iii) above, until such time (if at all) that the Bank elects such remedy (iii), the Bank shall have all the rights and remedies of a Bondowner pursuant to the Loan and Trust Agreement on a parity basis with other Bondowners.

No remedy hereunder shall discharge the Borrower from paying all L/C Obligations owed under the Reimbursement Agreement."

THE SERIES F-3 ALTERNATE CREDIT ENHANCEMENT PROVIDER

TD Bank is a national banking association organized under the laws of the United States, with its main office located in Wilmington, Delaware. TD Bank is an indirect, wholly-owned subsidiary of The Toronto-Dominion Bank ("TD") and offers a full range of banking services and products to individuals, businesses and governments throughout its market areas, including commercial, consumer, trust and insurance agency services. TD Bank operates banking offices in Connecticut, Delaware, the District of Columbia, Florida, Maine, Maryland, Massachusetts, New Hampshire, New Jersey, North Carolina, New York, Pennsylvania, Rhode Island, South Carolina, Vermont and Virginia. As of March 31, 2011, TD Bank had consolidated assets of \$175.1 billion, consolidated deposits of \$141.4 billion and stockholder's equity of \$26.7 billion, based on regulatory accounting principles.

On September 30, 2010, TD acquired The South Financial Group, Inc. (“South Financial”), the holding company for Carolina First Bank, which operated under the Carolina First brand in the Carolinas and the Mercantile Bank brand in Florida. Immediately following the acquisition of South Financial on that date, Carolina First Bank merged with and into TD Bank. TD Bank will continue to operate the Carolina First Bank and Mercantile Bank locations under those trade names until the systems conversion currently scheduled for mid-2011.

On April 1, 2011, TD and TD Bank acquired Chrysler Financial Services Americas LLC (“Chrysler Financial”) for cash consideration of approximately \$6.3 billion. The purchase is comprised of net assets of \$5.9 billion and approximately \$400 million in goodwill. Under the terms of the acquisition agreement, TD Bank acquired the Chrysler Financial business in the U.S. and TD acquired the Chrysler Financial business in Canada. The acquisition gives TD and TD Bank all of Chrysler Financial’s processes and technology as well as its existing portfolio of retail assets in both countries, and gives TD and TD Bank a platform for asset generation in the North American automotive lending market, giving it the opportunity to significantly grow its consumer loan portfolio.

Additional information regarding the foregoing, and TD Bank and TD, is available from the filings made by TD with the U.S. Securities and Exchange Commission (the “SEC”), which filings can be inspected and copied at the public reference facilities maintained by the SEC at 100 F Street, N.E., Washington, D.C. 20549, at prescribed rates. In addition, the SEC maintains a website at <http://www.sec.gov>, which contains reports, proxy statements and other information regarding registrants that file such information electronically with the SEC.

The information concerning TD and TD Bank contained herein is furnished solely to provide limited introductory information and does not purport to be comprehensive. Such information is qualified in its entirety by the detailed information appearing in the documents and financial statements referenced herein.

The Letter of Credit has been issued by TD Bank and is the obligation of TD Bank and not TD.

TD Bank will provide copies of the publicly available portions of the most recent quarterly Call Report of TD Bank delivered to the Comptroller of the Currency, without charge, to each person to whom this Supplement is delivered, on the written request of such person. Written requests should be directed to:

TD Bank, N.A.
1701 Route 70 East
Cherry Hill, New Jersey 08034
Attn: Corporate and Public Affairs

Information regarding the financial condition and results of operations of TD Bank is contained in the quarterly Call Reports of TD Bank delivered to the Comptroller of the Currency and available online at <https://cdr.ffiec.gov/public>. General information regarding TD Bank may be found in periodic filings made by TD with the SEC. TD is a foreign issuer that is permitted,

under a multijurisdictional disclosure system adopted by the United States, to prepare certain filings with the SEC in accordance with the disclosure requirements of Canada, its home country. Canadian disclosure requirements are different from those of the United States. TD's financial statements are prepared in accordance with Canadian generally accepted accounting principles, and may be subject to Canadian auditing and auditor independence standards, and thus may not be comparable to financial statements of United States companies prepared in accordance with United States generally accepted accounting principles.

The delivery hereof shall not create any implication that there has been no change in the affairs of TD or TD Bank since the date hereof, or that the information contained or referred to in this Supplement is correct as of any time subsequent to its date.

5. All references in the Official Statement to the Series F-3 Initial Liquidity Facility Agreement expiring on June 15, 2012 shall be replaced with references to the Series F-3 Alternate Credit Enhancement Agreement expiring on July 20, 2016.

6. In connection with the execution and delivery of the Series F-3 Alternate Credit Enhancement Agreement, the Loan and Trust Agreement was amended. Appendix C-1 (Definitions of Certain Terms) and Appendix C-2 (Summary of the Agreement) to the Official Statement are accordingly hereby amended as follows:

Certain definitions in Appendix C-1 are deleted and replaced as follows:

“Mandatory Purchase Date” shall mean: (i) with respect to a Flexible Rate Bond, the first Business Day following the last day of each Flexible Rate Period with respect to such Bond, (ii) for Bonds in the Term Rate Mode, the first Business Day following the last day of each Term Rate Period, (iii) any Mode Change Date, (iv) for any Bonds (other than Bonds in the Fixed Rate Mode) which are secured by Credit Enhancement or the purchase of which is provided for by a Liquidity Facility, any Substitution Date, (v) for any Bonds which are secured by Credit Enhancement or the purchase of which is provided for by a Liquidity Facility, the Business Day prior to the Expiration Date (other than as a result of an Automatic Termination Event), and (vi) for any Bonds which are secured by Credit Enhancement or the purchase of which is provided for by a Liquidity Facility, the date specified by the Trustee upon receiving written notice from the Credit Provider or Liquidity Provider of (A) the occurrence of an event of default (other than an Automatic Termination Event) under the applicable Reimbursement Agreement and directing a mandatory tender of the applicable Bonds or (B) the non-reinstatement of interest under the applicable Credit Enhancement, which date shall be the Business Day that is two Business Days after written notice is provided to the Bondholders in accordance with Section 514 hereof.

“Tender Agent” shall mean the commercial bank, trust company or other entity which may from time to time be appointed to serve as Tender Agent hereunder. While Credit Enhancement in the form of a letter of credit is in place for any portion of the Bonds, the Tender Agent shall be the Trustee.

In addition, all references in the Loan and Trust Agreement to “the Authority” shall be deemed to refer to “the Agency,” as successor by merger to the Massachusetts Health and Educational Facilities Authority.

The following sections of Appendix C-2 are deleted and replaced as follows:

Debt Service Fund

A Debt Service Fund is established with the Trustee and moneys shall be deposited therein as provided in the Agreement. The moneys in the Debt Service Fund and any investments held as part of such Fund shall be held in trust and, except as otherwise provided, shall be applied solely to the payment of the principal (including sinking fund installments), redemption premium, if any and interest on the Bonds or to reimburse the Credit Provider, if any, for draws under a letter of credit. Promptly after July 1 of each Bond Year, if the amount deposited by the Institution in the Debt Service Fund during the preceding Bond Year pursuant to the Agreement was in excess of the amount required to be so deposited, the Trustee shall transfer such excess to the Institution unless there is then an Event of Default known to the Trustee with respect to payments to the Debt Service Fund, or to the Trustee, the Paying Agent or the Authority, in which case the excess shall be applied to such payments. (Section 303)

Application of Moneys

If, in addition to moneys drawn on the Credit Enhancement, if any, available moneys in the Debt Service Fund and the Redemption Fund are not sufficient on any day to pay the Purchase Price, principal (including sinking fund installments) or redemption price of and interest on the Outstanding Bonds then due or overdue, such moneys (other than any sum in the Redemption Fund irrevocably set aside for the redemption of particular Bonds or required to purchase Bonds under outstanding purchase contracts) shall, after payment of all charges and disbursements of the Trustee in accordance with the Agreement, be applied (in the order such Funds are named in this section) first to the payment of interest, including interest on overdue principal, in the order in which the same became due (pro rata with respect to interest which became due at the same time) and second to the payment of Purchase Price or principal (including sinking fund installments) and redemption premiums, if any, without regard to the order in which the same became due (in proportion to the amounts due), provided, however, that amounts drawn on the Credit Enhancement, if any, shall be applied exclusively to pay interest and principal, and Purchase Price on the covered Bonds in accordance with the Credit Enhancement. If the owners of any Bonds covered by Credit Enhancement have received all payments of principal and interest and Purchase Price that have become due and payable from a draw on such Credit Enhancement, the Credit Provider shall be treated as the owner of such Bonds for purposes of applying this section. In the event there exist Institution Bonds on the date of any application of moneys under this section, moneys otherwise to be paid to the Institution pursuant to this section shall be applied, first, pro rata to all other Bondowners (including the Credit Provider, if any, pursuant to the preceding sentence, and the Liquidity Providers, as the owners of Liquidity Provider Bonds, if any, pro rata) and second, if any balance remains, to the Institution, in respect of any Institution Bonds. For this purpose interest on overdue principal shall be treated as coming due on the first day of each month. Whenever moneys are to be applied pursuant to this section, such moneys shall be applied at such times, and from time to time, as the Trustee in its discretion shall determine, having due regard to the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. Whenever the Trustee shall exercise such discretion it shall fix the date (which shall be the first of a month unless the Trustee shall deem

another date more suitable) upon which such application is to be made, and upon such date interest on the amounts of principal paid on such date shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the fixing of any such date. When interest or a portion of the principal is to be paid on an overdue Bond, the Trustee may require presentation of the Bond for endorsement of the payment. (Section 305)

Payments by the Institution

The Institution shall pay to the Trustee for deposit in the Debt Service Fund the amounts specified in the Agreement at the times specified in the Agreement.

The payments to be made by the Institution under the Agreement shall be appropriately adjusted to reflect the date of issue of Bonds, any earnings on amounts in the Debt Service Fund and any purchase or redemption of Bonds, so that there will be available on each payment date in the Debt Service Fund the amount necessary to pay the interest and principal or sinking fund installment due or coming due on the Bonds or to reimburse the Credit Provider, if any, for drawings under a Credit Enhancement.

At any time when any principal (including sinking fund installments) of the Bonds is overdue, the Institution shall also have a continuing obligation to pay to the Trustee for deposit in the Debt Service Fund an amount equal to interest on the overdue principal but the payments required under the Agreement shall not otherwise bear interest. Redemption premiums shall not bear interest.

Payments by the Institution to the Trustee for deposit in the Debt Service Fund under the Agreement in an amount sufficient to pay the principal and interest then due on the Bonds shall discharge the obligation of the Institution to the extent of such payments; provided, that if any moneys are invested in accordance with the Agreement and a loss results therefrom so that there are insufficient funds to pay or redeem principal of, premium, if any, and interest on the Bonds when due, the Institution shall supply the deficiency.

With respect to Bonds as to which a Liquidity Facility is in effect, if such Liquidity Facility does not provide sufficient funds, together with all other amounts received by the Paying Agent for the purchase of Bonds that are tendered pursuant to the Agreement, to pay the Purchase Price of such Bonds on the Purchase Date, the Paying Agent shall notify the Institution and the Trustee of such deficiency. The Institution may, in its sole discretion, pay to the Paying Agent an amount equal to the Purchase Price of such Bonds less the amount, if any, available to pay the Purchase Price in accordance with the Agreement, from the proceeds of the remarketing of such Bonds or from drawings on the Liquidity Facility. In no such case, however, shall the Institution be obligated to make any such payment.

With respect to Bonds as to which no Liquidity Facility is in effect (either because the Institution has not provided for such a Liquidity Facility or because under the terms of the Liquidity Facility the Liquidity Provider has no obligation to provide funds to purchase unremarketed Bonds), if amounts received by the Paying Agent for the purchase of Bonds that are tendered pursuant to the Agreement are not sufficient to pay the Purchase Price of such Bonds on the Purchase Date, the Paying Agent shall notify the Institution and the Trustee of such

deficiency. The Institution shall pay to the Paying Agent an amount equal to the Purchase Price of such Bonds less the amount, if any, available to pay the Purchase Price in accordance with the Agreement, from the proceeds of the remarketing of such Bonds. (Section 308)

Default by the Institution

Waiver. Any default and the consequences thereof, including any acceleration, may be waived by written instruction of the owners of at least twenty-five percent (25%) in principal amount of the Outstanding Bonds and consent of the Bond Insurer with notice to the Trustee, the Authority and the Institution. If the default concerns a payment required to be made to the Authority or rights or powers reserved by the Agreement, the written consent of the Authority shall be required for a waiver. Notwithstanding the above, (i) the Trustee shall not waive any Event of Default without written notice from the Credit Provider of a Credit Enhancement in the form of a letter of credit, if any, that such Credit Enhancement has been reinstated in full, and (ii) if the Event of Default is caused by an event of default under a Reimbursement Agreement, the Trustee shall not waive any such Event of Default unless the Trustee receives written notice from the Credit Provider that the event of default under the Reimbursement Agreement has been revoked or rescinded. (Section 801)

Remedies for Events of Default

Remedies. If an Event of Default occurs and is continuing:

(a) *Acceleration.* The Trustee may, and upon the written request of the registered owners of a majority in principal amount of the Outstanding Bonds, shall, by written notice to the Institution, the Authority, the Liquidity Provider, if any, the Remarketing Agent, if any, and the Rating Agencies declare immediately due and payable the principal amount of the Outstanding Bonds and the payments to be made by the Institution therefor, and accrued interest on the foregoing, whereupon the same shall become immediately due and payable without any further action or notice. Interest shall cease to accrue upon such declaration of acceleration. Upon declaration of acceleration of Bonds supported by Credit Enhancement, the Trustee shall immediately draw on such Credit Enhancement in an amount equal to the aggregate unpaid principal of and interest on the Bonds supported by such Credit Enhancement to the date of declaration of acceleration and will immediately apply such moneys to the payment of such Bonds.

Notwithstanding anything in the Agreement to the contrary, the Insured Bonds shall not be accelerated without the consent of the Bond Insurer. In the event that the Insured Bonds are accelerated, the Bond Insurer may elect, in its sole discretion, to pay accelerated principal and interest accrued on such principal to the date of acceleration and the Trustee is required to accept such amounts. Upon payment of such accelerated principal and interest accrued to the acceleration date, the Bond Insurer's obligations under the Bond Insurance Policy with respect to the Insured Bonds shall be fully discharged.

If, at any time after such declaration and before the entry of a judgment or decree for payment of the money due, all amounts payable under the Agreement except principal and interest on the Bonds which are due solely by reason of such declaration and acceleration shall

have been paid or provided for by deposit with the Trustee and all existing Events of Default shall have been cured, then, unless otherwise directed in writing by the registered owners of Bonds representing a majority of the principal amount of the Outstanding Bonds or the Bond Insurer (only with respect to the Insured Bonds), the Trustee shall rescind and annul such declaration and acceleration, but no such rescission shall affect any subsequent Event of Default or the consequences thereof.

7. The Official Statement is hereby further amended by adding the attached Appendix H.

Appendix H

IRREVOCABLE TRANSFERABLE DIRECT PAY LETTER OF CREDIT

July 21, 2011

\$97,764,494.00

Reference No. SB20004735

Wells Fargo Bank, National Association
1600 JFK Blvd., Suite 810
Philadelphia, Pennsylvania 19103
Attention: Corporate Trust Services

Ladies and Gentlemen:

At the request and on the instruction of PARTNERS HEALTHCARE SYSTEM, INC., a nonprofit corporation duly organized and existing under the laws of the Commonwealth of Massachusetts (the “Borrower”), pursuant to that certain Letter of Credit and Reimbursement Agreement dated as of July 21, 2011 between us and the Borrower (as amended from time to time, the “Reimbursement Agreement”), we hereby establish in your favor as Trustee for the benefit of the holders of the Bonds (as hereinafter defined), our Irrevocable Transferable Direct Pay Letter of Credit No. SB20004735 for the account of the Borrower (as amended from time to time in writing, this “Letter of Credit”), whereby we hereby irrevocably authorize you for drawing under this Letter of Credit to draw on us using our funds from time to time, from and after the date hereof to our close of business on the earliest to occur (the “Expiration Date”) of: (i) July 20, 2016 or, in the event such date is not a Business Day (as hereinafter defined), the next succeeding Business Day, the “Stated Termination Date”); or (ii) the fifth (5th) day following the first date on which all of the “Bonds outstanding” have been converted to a “Non-Covered Rate Bond” as certified by you in the form of a fully executed Exhibit A as attached hereto; or (iii) upon our receipt from you of a fully executed certificate in the form set forth as Exhibit B hereto; or (iv) the eighth (8th) day after your receipt of written notice from us in the form set forth as Exhibit K hereto (an “Event of Default Notice”); or (v) the date on which an Acceleration Drawing in the form set forth as Exhibit F hereto is honored by us, in a maximum aggregate amount not exceeding the least of (a) NINETY SEVEN MILLION SEVEN HUNDRED SIXTY-FOUR THOUSAND FOUR HUNDRED NINETY-FOUR Dollars and 00/100 (\$97,764,494.00 (the “Original Stated Amount”) (said Original Stated Amount having been initially calculated to be equal to the sum of (A) \$96,600,000.00, which is the outstanding principal amount of the Bonds, plus (B) \$1,164,494.00 which represents forty-four (44) days of interest on said outstanding principal amount at the maximum interest rate per annum of ten percent (10%) based on a year of 365 days) or (b) the Stated Amount (as defined below) or (c) the Available Amount (as defined below) to pay principal of and accrued interest on, or the purchase price of, \$96,600,000 outstanding principal amount of Variable Rate Demand Revenue Bonds, Partners HealthCare System Issue, Series F-3 (2005) (the “Bonds”), which Bonds were issued by the Massachusetts Health and Educational Facilities Authority (the “Issuer”) pursuant to the Loan

and Trust Agreement dated as of May 23, 2005 (as amended and supplemented from time to time, the "Trust Agreement"), between you and the Issuer, in accordance with the terms hereof available against the following documents (the "Payment Documents") presented by you to TD Bank, National Association (the "Bank"):

A fully executed certificate (i) in the form attached as Exhibit C hereto (an "Interest Drawing"), (ii) in the form attached as Exhibit D hereto (a "Redemption/Maturity Drawing"), (iii) in the form attached as Exhibit E hereto (a "Liquidity Drawing"), or (iv) in the form attached as Exhibit F hereto (an "Acceleration Drawing"); each certificate to state therein that it is given by your duly authorized officer and dated the date such certificate is presented hereunder; no drawings shall be made under this Letter of Credit for any payment of any amount arising, directly or indirectly, under, pursuant to or in connection with any Bond which (A) is a Bank Bond or (B) is held by or on behalf of the Bank, the Issuer, the Borrower or any affiliate of the Borrower or by the Trustee, or its agent, for the account of the Bank, the Issuer, the Borrower or any affiliate of the Borrower (each, a "Borrower Bond") or (C) is a Non-Covered Rate Bond. Hereinafter, Bank Bonds, Borrower Bonds and Non-Covered Rate Bonds are collectively referred to as "Ineligible Bonds" and individually as an "Ineligible Bond."

Each sight draft drawn under this Letter of Credit must bear on its face the clause "Drawn under TD Bank, N.A. Irrevocable Direct Pay Letter of Credit No. SB20004735" and shall be presented to us at the following address: TD Bank, National Association, Global Trade Finance, 17 New England Executive Park, Burlington, Massachusetts 01803. A Drawing shall be deemed to have been presented on the date actually received by us. Presentation will also be deemed made upon our receipt of your telecopier transmission to us (at Fax No. (781) 229-7127) of a facsimile of the appropriate sight draft and drawing certificate properly completed and signed, without further need of documentation, including the original of this Letter of Credit, it being understood that each Payment Document so submitted is to be the sole operative instrument of drawing.

We agree to honor and pay the amount of any Interest, Redemption/Maturity, Liquidity or Acceleration Drawing if presented in compliance with all of the terms of this Letter of Credit. If any such drawing, other than a Liquidity Drawing, is presented prior to 3:00 P.M., Boston, Massachusetts time, on a Business Day, payment shall be made in immediately available funds, by 12:00 P.M., noon, Boston, Massachusetts time, on the following Business Day. If any such Drawing, other than a Liquidity Drawing, is presented at or after 3:00 P.M., Boston, Massachusetts time, on a Business Day, payment shall be made in immediately available funds, by 12:00 P.M., noon, Boston, Massachusetts time, on the second following Business Day. If a Liquidity Drawing is presented prior to 11:30 A.M. (12:00 P.M. for Bonds in a Daily Mode) Boston, Massachusetts time, on a Business Day payment shall be made in immediately available funds, by 2:00 P.M., Boston, Massachusetts time, on the same Business Day. If a Liquidity Drawing is presented at or after 11:30 A.M. (12:00 P.M. for Bonds in a Daily Mode) Boston, Massachusetts time, as the case may be, on any Business Day payment shall be made in immediately available funds, by 2:00 P.M., Boston, Massachusetts time, on the following Business Day. Payments made hereunder shall be made by wire transfer to you or by deposit

into your account with us in accordance with the instructions specified by the Bond Trustee in the drawing certificate relating to a particular Drawing hereunder. "Business Day" means any day other than (i) a Saturday, a Sunday and on which banks in each of the cities in which the principal offices of the Trustee, the Remarketing Agent, the Paying Agent are located are not authorized or required to remain closed, (ii) a day on which the office of the Bank at which drawings under this Letter of Credit are to be honored is located (initially, Burlington, Massachusetts) is not authorized or required to remain closed or (iii) a day on which the New York Stock Exchange or the payment system of the Federal Reserve System is not closed.

All drafts paid under this Letter of Credit shall be paid solely from the funds of TD Bank, National Association and not from any funds of any of the Borrower or any other Person.

The Available Amount (as hereinafter defined) of this Letter of Credit will be reduced automatically by the amount of any drawing hereunder; *provided, however*, that the amount of any Interest Drawing hereunder shall be automatically reinstated at the opening of business on the sixth (6th) calendar day from the date such drawing is honored by us unless you shall have received written notice by telecopy or tested telex (or other electronic telecommunication) by 5:00 P.M., Boston, Massachusetts time, on the fifth (5th) calendar day after such date that the Bank has not been reimbursed in full for any such drawing or any other Event of Default has occurred and as a consequence thereof the Letter of Credit will not be so reinstated and the Bank has directed the Bond Trustee to cause a mandatory tender of the Bonds pursuant to Section 6.1(b) of the Reimbursement Agreement. After payment by us of a Liquidity Drawing, the obligation of the Bank to honor drawings under this Letter of Credit will be automatically reduced by an amount equal to the amount of such drawing. Upon our receipt of Exhibit H attached hereto from you, the principal and interest components of the Available Amount shall be automatically reinstated in the amount shown on such Exhibit H which have been paid to the Bank.

The "Stated Amount" of this Letter of Credit shall be its Original Stated Amount as such amount may from time to time be reduced by the Trustee upon receipt by us of a fully executed certificate of the Trustee in the form of Exhibit G hereto, and the Bank will automatically and permanently reduce the Stated Amount (and the amount available to be drawn hereunder) by the amount specified in such certificate. Such reduction shall be effective as of the second Business Day following the date of delivery of such certificate. The "Available Amount" shall mean the Stated Amount (i) less the amount of all prior reductions pursuant to Redemption/Maturity or Liquidity Drawings and less any permanent reductions pursuant to Exhibit G hereto, (ii) plus the amount of all reinstatements as above provided.

Prior to the Expiration Date, we may extend the Stated Termination Date from time to time at the request of the Borrower by delivering to the Trustee a fully executed amendment to this Letter of Credit in the form of Exhibit J hereto designating the date to which the Stated Termination Date is being extended. Each reference to the Stated Termination Date herein and in any other document shall be deemed to be references to the date designated as the new Stated Termination Date in such notice. Any date to which the Stated Termination Date has been extended as herein provided may be extended in a like manner.

This Letter of Credit sets forth in full the terms of our undertaking, and this undertaking shall not in any way be modified, amended, amplified or limited by reference to any document, instrument or agreement referred to herein or in which this Letter of Credit is referred to or to which this Letter of Credit relates, and any such reference shall not be deemed to incorporate herein by reference any document, instrument or agreement.

This Letter of Credit is transferable in whole only to your successor as Trustee. Transfer may be made to any person or entity whom you or any transferee hereunder designate as a successor trustee under the Trust Agreement. Any transfer request must be effected by presenting to us the attached form of Exhibit I signed by the transferor and the transferee together with the original Letter of Credit. Transfers to designated foreign nationals and /or specially designated nationals are not permitted as being contrary to the U.S. Treasury Department or Foreign Assets Control Regulations. Upon our endorsement of such transfer, the transferee instead of the transferor shall, without necessity of further action, be entitled to all the benefits of and rights under this Letter of Credit in the transferor's place; provided that, in such case, any certificates of the Trustee to be provided hereunder shall be signed by one who states therein that he is a duly authorized officer or agent of the transferee.

Communications with respect to this Letter of Credit shall be addressed to us at TD Bank, National Association, Global Trade Finance, 17 New England Executive Park, Burlington, Massachusetts 01803. Except as expressly stated herein, this Letter of Credit shall be governed by, and construed in accordance with, the terms of the International Standby Practices 1998, International Chamber of Commerce-Publication No. 590 ("ISP98"). Except as to matters governed by the ISP98, this Letter of Credit shall be governed by and construed in accordance with Article 5 of the Uniform Commercial Code of the Commonwealth of Massachusetts.

Any terms not defined herein shall have the meaning ascribed to such terms in the Reimbursement Agreement or the Trust Agreement.

This Letter of Credit sets forth in full the terms of our undertaking, and such undertaking shall not in any way be modified or amended by reference to any other document whatsoever.

TD BANK, NATIONAL ASSOCIATION

By: _____
Name: George Thomas Maslin
Its: Assistant Vice President

EXHIBIT A
to
TD BANK, NATIONAL ASSOCIATION
IRREVOCABLE TRANSFERABLE
DIRECT PAY LETTER OF CREDIT

No. SB20004735

NOTICE OF CONVERSION DATE

TD Bank, National Association
Global Trade Finance
17 New England Executive Park
Burlington, Massachusetts 01803

Re: PARTNERS HEALTHCARE SYSTEM, INC.

Ladies and Gentlemen:

Reference is hereby made to that certain Irrevocable Transferable Direct Pay Letter of Credit No. SB20004735 dated July 21, 2011 (the "Letter of Credit"), which has been issued by you in favor of _____, as Trustee under the Trust Agreement.

The undersigned hereby certifies and confirms that the first date on which all of the Outstanding Bonds have been converted to Bonds bearing interest at a rate of interest other than the Daily Rate or the Weekly Rate (the "Non-Covered Rate Bonds") occurred on _____, _____, (the "Conversion Date"), and, accordingly, said Letter of Credit has or shall terminate in accordance with its terms on _____, _____, the date which is 5 days after the Conversion Date.

All capitalized terms used herein and not otherwise defined herein shall have the same meanings as in the Letter of Credit.

IN WITNESS WHEREOF, this Notice of Conversion Date has been executed this ____
day of _____, ____.

_____, as Trustee

By: _____

Its: _____

EXHIBIT B
to
TD BANK, NATIONAL ASSOCIATION
IRREVOCABLE TRANSFERABLE
DIRECT PAY LETTER OF CREDIT

No. SB20004735

NOTICE OF CANCELLATION

TD Bank, National Association
Global Trade Finance
17 New England Executive Park
Burlington, Massachusetts 01803

Re: PARTNERS HEALTHCARE SYSTEM, INC.

Ladies and Gentlemen:

Reference is hereby made to that certain Irrevocable Transferable Direct Pay Letter of Credit No. SB20004735 dated July 21, 2011 (the "Letter of Credit"), which has been issued by you.

The undersigned hereby certifies and confirms that [(i) no Bonds (other than Non-Covered Rate Bonds) remain outstanding within the meaning of the Trust Agreement or (ii) a substitute or replacement letter of credit or alternate credit facility has been issued to replace the Letter of Credit in accordance with Section 2.9 of the Reimbursement Agreement or (iii) all drawings required to be made under the Trust Agreement and available under the Letter of Credit have been made and honored]*, and, accordingly, the Letter of Credit shall terminate in accordance with its terms.

All capitalized terms used herein and not otherwise defined herein shall have the same meanings herein as in the Letter of Credit.

* Insert appropriate language.

IN WITNESS WHEREOF, this Notice of Termination has been executed this _____
day of _____, _____.

_____, as Trustee

By: _____

Its: _____

EXHIBIT C
to
TD BANK, NATIONAL ASSOCIATION
IRREVOCABLE TRANSFERABLE
DIRECT PAY LETTER OF CREDIT

No. SB20004735

Borrower: PARTNERS HEALTHCARE SYSTEM, INC.

INTEREST DRAWING CERTIFICATE

TD Bank, National Association
Global Trade Finance
17 New England Executive Park
Burlington, Massachusetts 01803
facsimile number (781) 229-7127

The undersigned individual, a duly authorized officer of _____ (the "Beneficiary") hereby certifies on behalf of the Beneficiary as follows with respect to (i) that certain Irrevocable Transferable Direct Pay Letter of Credit No. SB20004735 dated July 21, 2011 (the "Letter of Credit"), issued by TD Bank, National Association in favor of the Beneficiary; (ii) those certain Bonds (as defined in the Letter of Credit); and (iii) that certain Trust Agreement (as defined in the Letter of Credit):

1. The Beneficiary is the Trustee under the Trust Agreement; and the undersigned individual is a duly authorized officer of the Beneficiary.

2. The amount of this drawing is \$_____ and payment thereof is hereby demanded. Please make payment in accordance with the payment instructions heretofore or herewith provided to you.

3. The undersigned is entitled to make this drawing in the amount of \$_____ under the Letter of Credit pursuant to the Trust Agreement with respect to the payment of interest due on all outstanding Bonds on the Interest Payment Date (as that term is defined in the Trust Agreement) occurring on [insert applicable date] (the "Payment Date") other than (i) interest payable at the stated maturity of the Bonds or payable in connection with Bonds to be redeemed or maturing on the Payment Date pursuant to a Redemption/Maturity Drawing or payable in connection with a Liquidity Drawing being made concurrent herewith, or payable in connection with an Acceleration Drawing being made concurrent herewith or on the Payment Date, or (ii) interest payable on Ineligible Bonds.

4. The amount of the drawing is equal to the amount required to be drawn by the Trustee pursuant to Section 521 of the Trust Agreement.

5. The amount of the drawing made by this Certificate was computed in compliance with the terms of the Trust Agreement and, when added to the amount of any other drawing

under the Letter of Credit does not exceed the Available Amount of the Letter of Credit as presently in effect.

6. The entire amount of the drawing made by this Certificate shall be applied by the Trustee directly to the amounts due in respect of the Bonds and in accordance with this Certificate (that is, specifically for, and only for, the amounts for which this Certificate is being submitted).

7. No drawings shall be made under this Certificate for any payment of any amount arising, directly or indirectly, under, pursuant to or in connection with any Ineligible Bond.

8. Payment by the Bank pursuant to this drawing shall be made to _____, ABA Number _____, Account Number _____, Attention: _____, Re: _____.

All capitalized terms used herein and not otherwise defined herein shall have the same meanings herein as in the Letter of Credit.

IN WITNESS WHEREOF, this Certificate has been executed this _____ day of _____, _____.

_____, as Trustee

By: _____

Its: _____

EXHIBIT D
to
TD BANK, NATIONAL ASSOCIATION
IRREVOCABLE TRANSFERABLE
DIRECT PAY LETTER OF CREDIT

No. SB20004735

Borrower: PARTNERS HEALTHCARE SYSTEM, INC.

REDEMPTION OR MATURITY DRAWING CERTIFICATE

TD Bank, National Association
Global Trade Finance
17 New England Executive Park
Burlington, Massachusetts 01803
facsimile number (781) 229-7127

The undersigned individual, a duly authorized officer of _____ (the “Beneficiary”), hereby certifies on behalf of the Beneficiary as follows with respect to (i) that certain Irrevocable Transferable Direct Pay Letter of Credit No. SB20004735 dated July 21, 2011 (the “Letter of Credit”), issued by TD Bank, National Association (the “Bank”) in favor of the Beneficiary; (ii) those certain Bonds (as defined in the Letter of Credit); and (iii) that certain Trust Agreement (as defined in the Letter of Credit):

1. The Beneficiary is the Trustee under the Trust Agreement; and the undersigned individual is a duly authorized officer of the Beneficiary.

2. The amount of this drawing is \$_____ and payment thereof is hereby demanded. Please make payment in accordance with the payment instructions heretofore or herewith provided to you.

3. The undersigned is entitled to make this drawing under the Letter of Credit pursuant to Section 521 of the Trust Agreement.

4. (a) The amount of this drawing is equal to (i) the principal amount of Bonds [to be redeemed by the Issuer pursuant to Sections 310 and 511] [or] [becoming due pursuant to maturity of the Bonds pursuant to Sections 301 and 310] of the Trust Agreement (other than Ineligible Bonds) on [insert applicable date]* (the “Payment Date”), plus (ii) interest on such Bonds accrued from the immediately preceding Interest Payment Date (as defined in the Trust Agreement) (or if none, the date of issuance of the Bonds) to the Payment Date.

(b) Of the amount stated in paragraph 2 above:

* Identify appropriate clause.

(i) \$_____ is demanded in respect of the principal amount of the Bonds referred to in subparagraph (a) above; and

(ii) \$_____ is demanded in respect of accrued interest on such Bonds.

5. The amount of the drawing made by this Certificate was computed in compliance with the terms and conditions of the Trust Agreement and, when added to the amount of any other drawing under the Letter of Credit, does not exceed the Available Amount of the Letter of Credit.

6. The entire amount of the drawing made by this Certificate shall be applied by the Trustee directly to the amounts due in respect of the Bonds and in accordance with this Certificate (that is, specifically for, and only for, the amounts for which this Certificate is being submitted).

7. No drawings shall be made under this Certificate for any payment of any amount arising, directly or indirectly, under, pursuant to or in connection with any Ineligible Bond.

8. Payment by the Bank pursuant to this drawing shall be made to _____, ABA Number _____, Account Number _____, Attention: _____, Re: _____.

All capitalized terms used herein and not otherwise defined herein shall have the same meanings herein as in the Letter of Credit.

IN WITNESS WHEREOF, this Certificate has been executed this ____ day of _____, ____.

_____, as Trustee

By: _____

Its: _____

EXHIBIT E
to
TD BANK, NATIONAL ASSOCIATION
IRREVOCABLE TRANSFERABLE
DIRECT PAY LETTER OF CREDIT

No. SB20004735

Borrower: PARTNERS HEALTHCARE SYSTEM, INC.

LIQUIDITY DRAWING CERTIFICATE

TD Bank, National Association
Global Trade Finance
17 New England Executive Park
Burlington, Massachusetts 01803
facsimile number (781) 229-7127

The undersigned individual, a duly authorized officer of _____ (the “Beneficiary”), hereby certifies on behalf of the Beneficiary as follows with respect to (i) that certain Irrevocable Transferable Direct Pay Letter of Credit No. SB20004735 dated July 21, 2011 (the “Letter of Credit”) issued by TD Bank, National Association (the “Bank”) in favor of the Beneficiary pursuant to the Reimbursement Agreement (as defined in the Letter of Credit); (ii) those certain Bonds (as defined in the Letter of Credit); and (iii) that certain Trust Agreement (as defined in the Letter of Credit):

1. The Beneficiary is the Trustee under the Trust Agreement; and the undersigned individual is a duly authorized officer of the Beneficiary.
2. The amount of this drawing is \$_____ and payment thereof is hereby demanded. Please make payment in accordance with the payment instructions heretofore or herewith provided to you.
3. The undersigned is entitled to make this drawing under the Letter of Credit pursuant to Section 515 of the Trust Agreement with respect to the payment of the purchase price of Bonds tendered, or deemed tendered, to the Trustee in accordance with [Section 513] [Section 514]* of the Trust Agreement (other than Ineligible Bonds), which were not remarketed by the Remarketing Agent and which are required to be purchased on [insert applicable date] (the “Purchase Date”).
4. (a) The amount of the drawing is equal to (i) the principal amount of Bonds to be purchased pursuant to the Trust Agreement on the Purchase Date (other than Ineligible Bonds), which have not been remarketed by the Remarketing Agent, plus (ii) interest on such Bonds accrued from the immediately preceding Interest

* Identify appropriate section.

Payment Date (as that term is defined in the Trust Agreement) (or if none, the date of issuance of the Bonds) to the Purchase Date.

(b) Of the amount stated in Paragraph 2 above:

(i) \$_____ is demanded in respect of the principal portion of the purchase price of the Bonds referred to in Paragraph 3 above; and

(ii) \$_____ is demanded in respect of payment of the interest portion of the purchase price of such Bonds.

5. The amount of the drawing made by this Certificate was computed in compliance with the terms and conditions of the Trust Agreement and, when added to the amount of any other drawing under the Letter of Credit, does not exceed the Available Amount of the Letter of Credit as presently in effect.

6. The undersigned will register or cause to be registered in the name of the Bank or its nominee, upon payment of the amount drawn hereunder, Bonds in the principal amount of the Bonds being purchased with the amounts drawn hereunder and will take such other action with respect to such Bonds in accordance with the Custody Agreement (as that term is defined in the Reimbursement Agreement) and in accordance with the Trust Agreement or as the Bank may otherwise direct.

7. The entire amount of the drawing made by this Certificate shall be applied by the undersigned directly to the payment of the purchase price of such Bonds.

8. No drawings shall be made under this Certificate for any payment of any amount arising, directly or indirectly, under, pursuant to or in connection with any Ineligible Bond.

9. Payment by the Bank pursuant to this drawing shall be made to _____, ABA Number _____, Account Number _____, Attention: _____, Re: _____.

All capitalized terms used herein and not otherwise defined herein shall have the same meanings herein as in the Letter of Credit.

IN WITNESS WHEREOF, this Certificate has been executed this _____ day of _____, _____.

_____, as Trustee

By: _____
Its: _____

EXHIBIT F
to
TD BANK, NATIONAL ASSOCIATION
IRREVOCABLE TRANSFERABLE
DIRECT PAY LETTER OF CREDIT

No. SB20004735

Borrower: PARTNERS HEALTHCARE SYSTEM, INC.

ACCELERATION DRAWING CERTIFICATE

TD Bank, National Association
Global Trade Finance
17 New England Executive Park
Burlington, Massachusetts 01803
facsimile number (781) 229-7127

The undersigned individual, a duly authorized officer of _____ (the “Beneficiary”), hereby certifies on behalf of the Beneficiary as follows with respect to (i) that certain Irrevocable Transferable Direct Pay Letter of Credit No. SB20004735 dated July 21, 2011 (the “Letter of Credit”), issued by TD Bank, National Association (the “Bank”) in favor of the Beneficiary; (ii) those certain Bonds (as defined in the Letter of Credit); and (iii) that certain Trust Agreement (as defined in the Letter of Credit):

1. The Beneficiary is the Trustee under the Trust Agreement; and the undersigned individual is a duly authorized officer of the Beneficiary.

2. The amount of this drawing is \$ _____ and payment thereof is hereby demanded. Please make payment in accordance with the payment instructions heretofore or herewith provided to you.

3. The Trustee has called all Bonds then outstanding (other than Non-Covered Rate Bonds) for acceleration pursuant to Section 802(a) of the Trust Agreement. The undersigned is entitled to make this drawing under the Letter of Credit pursuant to Section 802(a) of the Trust Agreement.

4. (a) The amount of this drawing is equal to (i) the principal amount of Bonds outstanding on [insert date of acceleration] (the “Acceleration Date”) other than Ineligible Bonds, plus (ii) interest on such Bonds accrued from the immediately preceding Interest Payment Date (as that term is defined in the Trust Agreement) (or if none, the date of issuance of the Bonds) to the Acceleration Date.

(b) of the amount stated in Paragraph 2 above:

(i) \$ _____ is demanded in respect of the principal of the Bonds referred to in clause (a) (i) above; and

(ii) \$_____ is demanded in respect of accrued interest on such Bonds.

5. The amount of this drawing made by this Certificate was computed in compliance with the terms and conditions of the Trust Agreement and, when added to the amount of any drawing under the Letter of Credit, does not exceed the Available Amount of the Letter of Credit.

6. The entire amount of the drawing made by this Certificate shall be applied by the undersigned directly to the amounts due in respect of the Bonds and in accordance with this Certificate (that is, specifically for, and only for, the amounts for which this Certificate is being submitted).

7. No drawings shall be made under this Certificate for any payment of any amount arising, directly or indirectly, under, pursuant to or in connection with any Ineligible Bond.

8. Payment by the Bank pursuant to this drawing shall be made to _____, ABA Number _____, Account Number _____, Attention: _____, Re: _____.

All capitalized terms used herein and not otherwise defined herein shall have the same meanings herein as in the Letter of Credit.

IN WITNESS WHEREOF, this certificate has been executed this _____ day of _____, _____.

_____, as Trustee

By: _____
Its: _____

EXHIBIT G
to
TD BANK, NATIONAL ASSOCIATION
IRREVOCABLE TRANSFERABLE
DIRECT PAY LETTER OF CREDIT

No. SB20004735

Borrower: PARTNERS HEALTHCARE SYSTEM, INC.

REDUCTION CERTIFICATE

TD Bank, National Association
Global Trade Finance
17 New England Executive Park
Burlington, Massachusetts 01803

The undersigned, through its duly authorized officer, hereby certifies as follows with respect to (i) that certain Irrevocable Transferable Direct Pay Letter of Credit No. SB20004735 dated July 21, 2011 (the "Letter of Credit"), issued by TD Bank, National Association (the "Bank") in favor of _____ (the "Beneficiary"); (ii) those certain Bonds (as defined in the Letter of Credit); and (iii) that certain Trust Agreement (as defined in the Letter of Credit):

1. The Beneficiary is the Trustee under the Trust Agreement.
2. Upon receipt by the Bank of this Certificate, the Available Amount (as defined in the Letter of Credit) shall be reduced by principal in the amount of \$ _____ and interest in the amount of \$ _____, and the Available Amount shall thereupon equal \$ _____, of which \$ _____ is principal and \$ _____ is interest, all in accordance with the provisions of the Trust Agreement.

All capitalized terms used herein and not otherwise defined herein shall have the same meanings herein as in the Letter of Credit.

IN WITNESS WHEREOF, this Certificate has been executed this _____ day of _____, _____.

_____, as Trustee

By: _____
Its: _____

EXHIBIT H
to
TD BANK, NATIONAL ASSOCIATION
IRREVOCABLE TRANSFERABLE
DIRECT PAY LETTER OF CREDIT

No. SB20004735

Borrower: PARTNERS HEALTHCARE SYSTEM, INC.

REINSTATEMENT CERTIFICATE

TD Bank, National Association
Global Trade Finance
17 New England Executive Park
Burlington, Massachusetts 01803

Ladies and Gentlemen:

The undersigned, a duly authorized officer of _____ [insert name of Trustee] (the "Trustee"), hereby notifies TD Bank, National Association (the "Bank"), with reference to Letter of Credit No. SB20004735 dated July 21, 2011 (the "Letter of Credit"; terms defined therein and not otherwise defined herein shall have the meanings set forth in the Letter of Credit) issued by the Bank in favor of the Trustee as follows:

1. _____ is the Remarketing Agent under the Trust Agreement for the holders of the Bonds.

2. The Trustee has previously made a Liquidity Drawing under the Letter of Credit on _____ in the amount of U.S. \$_____ (representing U.S. \$_____ of principal and U.S. \$_____ of interest) with respect to the purchase price of Bonds.

3. The Trustee has been advised by the Borrower or the Remarketing Agent that the amount of \$_____ paid to the Bank today by the Borrower or the Remarketing Agent on behalf of the Borrower is a payment made to reimburse the Bank, pursuant to the Reimbursement Agreement, for amounts drawn under the Letter of Credit pursuant to a Liquidity Drawing.

4. Of the amount referred to in paragraph 3, \$_____ represents the aggregate principal amount of Bank Bonds resold or to be resold on behalf of the Borrower.

5. Of the amount referred to in paragraph 3, \$_____ represents accrued and unpaid interest on such Bank Bonds.

IN WITNESS WHEREOF, the Trustee has executed and delivered this Certificate as of
this ____ day of _____.

_____, as Trustee

By: _____

Its: _____

cc: _____, as Custodian

EXHIBIT I
to
TD BANK, NATIONAL ASSOCIATION
IRREVOCABLE TRANSFERABLE
DIRECT PAY LETTER OF CREDIT

No. SB20004735

Borrower: PARTNERS HEALTHCARE SYSTEM, INC.

TRANSFER CERTIFICATE

TD Bank, National Association
Global Trade Finance
17 New England Executive Park
Burlington, Massachusetts 01803

Ladies and Gentlemen:

Reference is hereby made to that certain Irrevocable Transferable Direct Pay Letter of Credit No. SB20004735 dated July 21, 2011, which has been issued by TD Bank, National Association (the "Bank") in favor of _____ (the "Letter of Credit").

We, the undersigned "Transferor", hereby irrevocably transfer all of our rights to draw under the above referenced Letter of Credit ("Credit") in its entirety to:

NAME OF TRANSFEREE

(Print Name and complete address of the Transferee) "Transferee"

ADDRESS OF TRANSFEREE

CITY, STATE/COUNTRY ZIP

In accordance with ISP98, Rule 6, regarding transfer of drawing rights, all rights of the undersigned Transferor in such Credit are transferred to the Transferee, who shall have the sole rights as beneficiary thereof, including sole rights relating to any amendments whether increases or extensions or other amendments and whether now existing or hereafter made. All amendments are to be advised directly to the Transferee without necessity of any consent of or notice to the undersigned Transferor.

The original Credit, including amendments to this date, is attached and the undersigned Transferor requests that you endorse an acknowledgment of this transfer on the reverse thereof. The undersigned Transferor requests that you notify the Transferee of this Credit in such form and manner as you deem appropriate, and the terms and conditions of the Credit as transferred. The undersigned Transferor acknowledges that you incur no obligation hereunder and that the transfer shall not be effective until you have expressly consented to effect the transfer by notice to the Transferee.

If you agree to these instructions, please advise the Transferee of the terms and conditions of this transferred Credit and these instructions:

Payment of transfer fee of U.S [\$2,500] is for the account of Partners HealthCare System, Inc., who agrees to pay you on demand any expense or cost you may incur in connection with the transfer. Receipt of such shall not constitute consent by you to effect the transfer.

Transferor represents and warrants to the Bank that (i) the execution, delivery, and performance of this request to transfer (a) are within its powers (b) have been duly authorized (c) constitute its legal, valid, binding and enforceable obligation (d) do not contravene any charter provision, by-law, resolution, contract, or other undertaking binding on or affecting it or any of its properties and (e) do not require any notice, filing or other action to, with, or by any governmental authority, (ii) the enclosed Credit is original and complete, (iii) there is no outstanding demand or request for payment or transfer under the Credit affecting the rights to be transferred, and (iv) the Transferee's name and address are correct and complete and the Transferee's use of the Credit as transferred and the transactions underlying the Credit and the requested Transfer do not violate any applicable United States or other law, rule or regulation.

The Effective Date shall be the date hereafter on which the Bank effects the requested transfer by acknowledging this request and giving notice thereof to Transferee.

THE TRANSFEROR WAIVES ANY RIGHT TO TRIAL BY JURY THAT IT MAY HAVE IN ANY ACTION OR PROCEEDING RELATING TO OR ARISING OUT OF THIS TRANSFER.

This Request is made subject to ISP98 and is subject to and shall be governed by laws of the Commonwealth of Massachusetts.

Sincerely yours,

(Print Name of Transferor)

(Transferor's Authorized Signature)

(Print Authorized Signers Name and Title)

(Telephone Number/Fax Number)

SIGNATURE GUARANTEED

Signature(s) with title(s) conform(s) with that/those on file with us for this individual, entity or company and signer(s) is/are authorized to execute this agreement. We attest that the individual, company or entity has been identified by us in compliance with USA PATRIOT Act procedures of our bank.

(Print Name of Bank)

(Address of Bank)

(City, State, Zip Code)

(Print Name and Title of Authorized Signer)

(Authorized Signature)

(Telephone Number)

(Date)

Acknowledged:

(Print Name of Transferee)

(Transferee's Authorized Signature)

(Print Authorized Signers Name and Title)

(Telephone Number/Fax Number)

SIGNATURE GUARANTEED

Signature(s) with title(s) conform(s) with that/those on file with us for this individual, entity or company and signer(s) is/are authorized to execute this agreement. We attest that the individual, company or entity has been identified by us in compliance with USA PATRIOT Act procedures of our bank.

(Print Name of Bank)

(Address of Bank)

(City, State, Zip Code)

(Print Name and Title of Authorized Signer)

(Authorized Signature)

(Telephone Number)

(Date)

EXHIBIT J
to
TD BANK, NATIONAL ASSOCIATION
IRREVOCABLE TRANSFERABLE
DIRECT PAY LETTER OF CREDIT

No. SB20004735

Borrower: PARTNERS HEALTHCARE SYSTEM, INC.

NOTICE OF EXTENSION

[Name and Address of Trustee]

Ladies and Gentlemen:

Reference is hereby made to that certain Irrevocable Transferable Direct Pay Letter of Credit No. SB20004735 dated July 21, 2011 (the "Letter of Credit"), established by us in your favor as Trustee. We hereby notify you that the Stated Termination Date of the Letter of Credit has been extended to _____, _____, which shall be the new Stated Termination Date.

All capitalized terms used herein and not otherwise defined herein shall have the same meanings herein as in the Letter of Credit.

This letter should be attached to the Letter of Credit and made a part thereof.

Date: _____

TD BANK, NATIONAL ASSOCIATION

By: _____

Its: _____

EXHIBIT K
to
TD BANK, NATIONAL ASSOCIATION
IRREVOCABLE TRANSFERABLE
DIRECT PAY LETTER OF CREDIT

No. SB20004735

Borrower: PARTNERS HEALTHCARE SYSTEM, INC.

EVENT OF DEFAULT NOTICE

[Name and Address of Trustee]

Ladies and Gentlemen:

Reference is hereby made to that certain Irrevocable Transferable Direct Pay Letter of Credit No. SB20004735 dated July 21, 2011 (the "Letter of Credit"), established by us in your favor as Trustee under the Trust Agreement. We hereby notify you that an Event of Default under the terms of the Letter of Credit and under Section 6.1 of the Reimbursement Agreement has occurred.

We hereby direct you to cause, pursuant to Section 514 of the Trust Agreement, a mandatory tender of all Bonds currently outstanding (other than Non-Covered Rate Bonds

All capitalized terms used herein and not otherwise defined herein shall have the same meanings herein as in the Letter of Credit.

TD BANK, NATIONAL ASSOCIATION

Date: _____

By: _____

Its: _____

cc: _____